CONTRACT

BETWEEN

THE DOWNERS GROVE ELEMENTARY EDUCATION ASSOCIATION

&

THE BOARD OF EDUCATION DISTRICT 58

2018 - 2022

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PREAMBLE

The Board of Education of District #58, DuPage County, Downers Grove, Illinois, hereinafter referred to as the "Board", and the Downers Grove Elementary Education Association, hereinafter referred to as the "Association", recognize their common aim of providing the best education possible for the youth of the district. Both parties acknowledge the attainment of this educational objective is a shared responsibility of the Board, the administrative and supervisory staff, and the professional teaching personnel.

ARTICLE 1 RECOGNITION

1.1 ASSOCIATION RECOGNITION

The Board of Education of District #58, DuPage County, Downers Grove, Illinois, hereinafter referred to as the "Board", hereby recognizes the Downers Grove Elementary Education Association, hereinafter referred to as the "Association," as the exclusive and sole negotiation representative for all regularly employed certificated teaching personnel, including all certified school nurses, psychologists, speech pathologists, social workers, guidance counselors, interventionists, and other like positions hereinafter established, shall be included within the bargaining unit.

The following personnel are excluded from the bargaining unit: the Superintendent, Assistant Superintendents, Principals, Assistant Principals, and other like personnel employed for administrative or supervisory positions.

1.2 TEACHER DEFINITION

The term "teacher," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Section 1.1 above, except as otherwise expressly stated.

1.3 ADDITIONAL NEGOTIATIONS

The Board agrees not to negotiate with any teachers' organization other than the Association; further, the Board agrees not to negotiate with any teacher individually, provided this shall not preclude the issuance of employment agreements to new and probationary teachers.

Individual teacher employment contracts shall be made to conform to this agreement.

1.4 POWERS AND DUTIES OF THE BOARD

The parties agree and acknowledge that the Board retains and reserves unto itself all powers and duties conferred upon and vested in it by the statutes of the State of Illinois, except as limited by the express terms of this agreement.

ARTICLE 2 WORKING CONDITIONS

2.1 OPEN HOUSE - CURRICULUM NIGHT

Elementary teachers shall be required to attend one (1) Curriculum Night and one (1) Open House each school year. Middle school teachers shall be required to attend one (1) Curriculum Night each school year. Middle school teachers who teach at multiple buildings or grade levels shall be required to attend the equivalent hours of one (1) Curriculum Night, though it may be spread across multiple nights.

Teachers are encouraged to make every effort to attend as many other school functions as possible.

The building administrator shall grant any teacher attending a required evening school function the right to leave the school premises ten (10) minutes after the dismissal of students on such day.

2.2 PREPARATION TIME

In a typical week of instruction, each full-time elementary teacher (Preschool - gr. 6) shall be provided a minimum of three hundred (300) minutes, in increments of thirty (30) minutes or more, for use as preparation time, except the thirty (30) minute increment shall not apply to preschool teachers. One hundred twenty (120) minutes of such time shall be within the pupil day for kindergarten through sixth grade classroom teachers, in this article also including art, music, p.e., library, band, orchestra, with thirty (30) minutes of such time aligned as common preparation time with their grade level teammates within their building.

The Board will provide each middle school teacher with daily preparation time within the pupil day.

The District shall make every reasonable effort to limit teacher meetings that reduce teachers' preparation time. When faculty meetings are held either before or after the student attendance day, the district shall make every reasonable effort to limit these meetings to forty-five (45) minutes in length.

2.3 RECESS PERIODS - SUPERVISION

Teacher aides, if available, shall supervise student recess periods on an equitable basis with teachers. However, should a teacher aide not be available, teachers shall be scheduled to supervise said periods on an equitable basis.

2.4 INTERNAL SUBSTITUTION

If there is a lack of a substitute teacher, a regular teacher shall have the right to refuse to accept a class or portion of any class other than his/her own except in circumstances where the instructional program or maintenance of discipline shall reasonably require it. A teacher who accepts or is assigned shall be compensated at the internal substitution rate as stipulated in Appendix B for extra-duty assignments.

2.5 BUILDING DEPARTURE

A teacher may be permitted to leave the building during a preparation period, provided the teacher has notified the school office prior to leaving the school building.

2.6 IN-SERVICE TRAINING AND OTHER DUTIES

Teacher attendance at or participation in any faculty meeting, committee meeting, team meeting or in-service program which extends beyond 3:45 p.m. shall be voluntary.

No Middle School teacher shall be assigned more than four (4) unpaid duties scheduled beyond 3:45 p.m. per school term. Any duties assigned beyond the agreed to four (4) shall be compensated as stipulated in Appendix B for extra-duty assignments, exclusive of field trips.

Participation in mini-grants which take place outside of the teacher work day shall be voluntary.

2.7 PARENT CONFERENCES

- A. Two (2) full days, or the equivalent thereof, shall be set aside for evening parent conferences during the school term in Grades Pre-K-8. A compensation day for two-evening conferences shall be attached to a weekend or a holiday. The Association will have input into the decision regarding the times during which parent conferences will be held.
- B. No outdoor education programs shall be conducted during Parent/Teacher Conference Week.
- C. Additional release time during the pupil attendance day shall be provided for Pre-K-6 teachers with more homeroom students than the number of available conference time slots in a given conference period. Such release time shall be provided in conference-time-intervals and coordinated with the principal and other teachers requiring such release time.

Additional release time during the pupil attendance day shall be provided for grades

7-8 teachers who, due to the number of conference requests, conduct more than ten (10) conferences greater than the number of available conference time slots in a given conference period. Such release time shall be provided in conference-time-intervals and coordinated with the principal and other teachers requiring such release time.

- D. Both the Board of Education and the Association see the value of conferences both as a communication avenue with parents, and for their value to the overall school systems from a community relations point of view. Teachers may be required to attend evening parent conferences.
- E. Specific certified staff members may be identified whose attendance is not required at parent-teacher conferences. In lieu of attending conferences, these staff members shall be required to spend the equivalent hours of parent-teacher conferences performing other duties specifically related to their roles. These roles shall include instructional coaches, nurses and psychologists. Other certified staff members may be identified on an annual basis with input from the association on the roles specifically identified.

2.8 TYPING, DUPLICATING FACILITIES

The Board agrees to make available for each building computers and copying facilities to aid teachers in the proper execution of their assigned duties.

2.9 TEACHERS' LOUNGE AND/OR WORKROOM

An adequate teachers' lounge and/or workroom shall be provided in each pupil attendance center and under normal circumstances shall be cleaned daily.

2.10 CLASS SIZE

It is recognized by both parties that the number of students with whom teachers work is a significant factor in the learning environment. They further recognize that innovative approaches to instructional groupings require continual flexibility, even within each day, to provide optimum arrangement for students. The Board will continue to support reasonable teacher/student ratios within its financial abilities.

2.11 RELEASED TIME FOR SPECIAL EDUCATION

Each teacher involved in a program related to providing special education services shall receive one (1) hour of released time or financial remuneration according to the internal substitute pay rate for each hour he/she is required by the Board to work as a result of the mandates of this program. This released time shall be approved in advance by the principal or his/her designee. All such compensation requests shall be submitted to the Personnel

Office on the Released Time for Special Education form. Such released time compensation shall apply to meetings, staffings, training, and/or travel required by the Board of the teacher during preparation periods that occur during the student day, lunch periods, after 3:45 p.m., or on days which are not scheduled on the regular school calendar.

2.12 IEP GOALS AND RE-EVALUATION REQUESTS

Teachers involved in special education programs under IDEA shall make every reasonable attempt to see that the students in their charge achieve their IEP goals. As permitted by law, any teacher shall have the right to request a re-evaluation of the placement of any special education student in his/her class.

2.13 NEW TEACHER STAFF DEVELOPMENT

All teachers newly employed shall be required to attend a maximum of five (5) days of staff development activities to be held outside of the normal school calendar. Teachers in their second year in the district may be required to attend a maximum of four (4) days of staff development activities to be held outside of the normal school calendar. Teachers in their second year in the district will be paid at the stipend rate. Teachers returning to employment with more than one (1) school term of absence shall be required to attend a maximum of three (3) days of staff development activities appropriate to their teaching assignment. Teachers returning from leave who are required to attend staff development activities outside of the normal school calendar shall be paid at the base rate of substitute teacher pay.

2.14 PART-TIME TEACHERS

Part-time teachers may be required to attend full-day staff development activities on days not normally scheduled to work. Part-time teachers required to attend District staff development or building-level professional activities, or who are required to serve on a District committee, outside of their normal work day shall be compensated at the base rate of substitute pay.

Part-time teachers who perform their regular teaching assignment beyond their normal work day/work week with the expressed written request of their supervisor shall be compensated at their per diem rate of pay. Such per diem compensation shall not include other professional activities such as conference attendance, staff development, extra-curricular assignments or other non-teaching activities.

ARTICLE 3 TEACHER EVALUATION

The intent of the evaluation process described in this Article is to improve professional practice and promote the continual growth of each employee. Through the use of formative observations, feedback, reflection on teaching and student learning, open communication and collaboration between the teacher and the evaluator, as well as communication of any concerns in a timely manner, this evaluation process will meet its' intended purpose, which is to support and promote the continued professional growth of each employee.

3.1 NOTIFICATION

By the first day of student attendance, the building principal or immediate supervisor shall provide written notice that a performance evaluation will be conducted in that school term to each teacher affected. The written notice shall include a copy of the rubric that will be used to rate the teacher, as well as the procedures related to the evaluation process. Prior to October 1, the building principal or immediate supervisor will advise each teacher as to which qualified evaluator will usually observe and evaluate his/her performance. No formal evaluation shall take place until such orientation has been completed.

A teacher newly employed or a teacher reassigned after the beginning of the school term shall be provided written notice by his/her building principal or immediate supervisor that provides the information explained in the above paragraph. Such notification shall be provided within 30 days of the first day of the new assignment.

3.2 OBSERVATIONS

Evidence of professional practice shall be collected through both informal and formal observations.

All formal observations of a teacher shall be conducted with the full knowledge of the teacher. Formal observations shall allow the building principal or immediate supervisor (qualified evaluators) to acquire evidence of the teacher's planning, instructional delivery, and classroom management skills. Formal observations shall be a minimum of 45 minutes in length, or an observation during a complete lesson, or an observation during an entire class period. The teacher shall have input in the decision of which lesson or class period will serve as the formal observation. The administration reserves the right to make the final decision on which lesson or class period will serve as the formal observation.

Each formal observation shall be preceded by a conference between the qualified evaluator and the teacher. In advance of this conference, the teacher shall submit to the qualified evaluator a written lesson plan or unit plan and/or other evidence of planning for the instruction that will be conducted during the formal observation. During this pre-conference, the qualified evaluator and the teacher shall discuss the instructional

planning and any areas in which that qualified evaluator should focus during the observation.

Following a formal observation, the qualified evaluator shall meet with the teacher to discuss the evidence collected about the teacher's professional practice. The qualified evaluator shall provide written feedback (electronic or paper) following a formal observation. The written feedback from the formal observations shall be submitted to the Superintendent or designee and a copy furnished to the teacher. The teacher shall work with the qualified evaluator or others, as determined, to identify areas for improvement.

Informal observations may occur during the school day while the teacher is carrying out professional assignments. Informal observations are not required to be announced in advance and are not subject to the minimum time requirement. Following an informal observation, the qualified evaluator shall provide feedback to the teacher either orally or in writing (electronic or paper). If the feedback is in written format, the qualified evaluator must provide the teacher with an opportunity to have an in-person discussion with the evaluator. Evidence gathered during informal observations may be considered in determining the performance evaluation rating, provided it is documented in writing.

If the qualified evaluator determines that evidence collected through informal or formal observations to date may result in the teacher receiving either a "needs improvement" or "unsatisfactory" performance evaluation rating, then the qualified evaluator shall notify the teacher of that determination.

3.3 REQUIRED OBSERVATIONS - PROBATIONARY TEACHERS

Each probationary teacher (full time and part-time) shall be formally observed at least two (2) times during each probationary year (once each semester), and informally observed at least one (1) time during each school year. There shall be a six (6) work day period between each formal observation. The procedures outlined in Article 3.2 of the agreement shall be followed when conducting the formal and informal observations.

3.4 REQUIRED OBSERVATIONS - TENURED TEACHERS

Each tenured teacher shall be observed twice during each evaluation cycle. One observation must be formal; the second observation may be formal or informal. The procedures outlined in Article 3.2 of the agreement shall be followed when conducting the formal and informal observations.

3.5 STUDENT GROWTH

A. Student growth shall represent 30% of a teacher's summative performance evaluation rating, as determined by the Teacher Evaluation Subcommittee (April 2014).

- B. A minimum of two (2) different assessments, and therefore two (2) student growth goals, shall be used for each teacher. The PERA Joint Committee shall identify any Type I or Type II assessments to be used, if any. If there are no Type I or Type II assessments identified for use by the PERA Joint Committee, two (2) Type III assessment shall be used. For the first year of implementation, 2016-2017, only one (1) Type III assessment is required in accordance with PERA. Type III assessment is defined as "an assessment that is rigorous, aligned to course curriculum, and that the qualified evaluator and teacher determine measures student learning in that course. Examples include teacher-created assessments, assessments designed by textbook publishers, student work samples or portfolios, student performance assessments." (Illinois Administrative Code Part 50.30) Teachers may choose to use up to three (3) assessments/student growth goals.
- C. The Adaptive Conditional Status Measurement Model shall be used to analyze assessment data to determine student growth that includes:
 - A collection of baseline data that is used to determine student growth expectations for all students, for groups of students, or for individual students;
 - A record of student outcomes compared to growth targets or expectations.
- D. The teacher will submit a student growth goal that includes a learning goal, assessments, growth targets, student characteristics, process for mid-point check-in, and actual outcomes in accordance with the Joint Committee Agreement (April 2016).
- E. The midpoint check-in must occur, providing an opportunity for the teacher and evaluator to review and adjust growth goals, if deemed necessary.
- F. Summative Student Growth Performance Rating Scale (ISBE)*
 80% or more students achieving goal = Excellent (4)
 60-79% of the students achieving goal = Proficient (3)
 40-59% of the students achieving goal = Needs Improvement (2)
 Below 40% of the students achieving goal = Unsatisfactory (1)
 *Slight adjustments may be made to this rating scale upon consideration of the criteria listed above and through mutual agreement between the teacher and his/her qualified evaluator.

3.6 FORMAL EVALUATION

A. Each tenured teacher shall be formally evaluated in writing at least once every other year. However, a tenured teacher who has obtained a "needs improvement" or "unsatisfactory" rating on the previous year's evaluation shall be evaluated in the next school year after receiving the rating. The formal evaluation process must be completed prior to May 1. This evaluation shall be submitted to the Superintendent or designee and a copy shall be furnished to the teacher.

- B. Each probationary teacher shall be formally evaluated in writing at least once every year that the teacher is not in contractual continued service (non-tenured). The formal evaluation process must be completed prior to March 15. This evaluation shall be submitted to the Superintendent or designee and a copy shall be furnished to the teacher.
- C. Each formal evaluation shall be based upon the Illinois Professional Teaching Standards and aligned to the Framework for Teaching Proficiency. Other criteria and guidelines may be used in special situations provided teachers are acquainted with such criteria and guidelines prior to their use. Each formal evaluation shall identify the teacher's strengths and weaknesses, if any. The Summative Evaluation Rating shall be determined based upon the identified standards, formative feedback, planning, reflecting conversations, as well as attendance and subject competency.
- D. A summative evaluation conference shall be held between the teacher and the qualified evaluator prior to the deadline for completion of the evaluation process. The teacher must acknowledge that he/she has seen such written evaluation by signing a copy thereof at the conference. The teacher signature is exclusively acknowledgement of receipt and discussion of the evaluation document and does not imply agreement with or acceptance of the evaluation content. If a teacher wishes to clarify or provide comment to any part of the evaluation, teachers may do so in writing and place it as an addendum to the evaluation provided such response is submitted within twenty (20) teacher employment days from the date a copy of the evaluation was provided to the teacher.
- E. The performance ratings to be used in the teacher evaluation process are as follows: Excellent, Proficient, Needs Improvement, Unsatisfactory.

F. Summative Evaluation Rating Table

DISTRICT 58	← Professional Practice Rating →					
Student Growth Rating ↓	Excellent	Proficient	Needs Improvement	Unsatisfactory		
Excellent	Excellent	Proficient	Proficient	Needs Improvement		
Proficient	Excellent	Proficient	Needs Improvement	Needs Improvement		
Needs Improvement	Proficient	Proficient	Needs Improvement	Unsatisfactory		
Unsatisfactory	Proficient	Needs Improvement	Needs Improvement	Unsatisfactory		

3.7 TEACHING ASSISTANCE

The building principal or immediate supervisor shall seek to provide the teacher with definite, positive assistance to improve the quality of teaching and to eliminate difficulties noted in the evaluation. A Professional Development Plan (PDP) will be developed for teachers receiving a summative rating of "needs improvement." The PDP will be developed by the evaluator, in consultation with the teacher, within thirty (30) school days after the "needs improvement" rating is received by the teacher. The PDP should take into account the teacher's ongoing professional responsibilities, including his/her regular assignments. The PDP shall include evidence of progress toward goals, as well as supports that the district will provide to address the performance areas needing improvement. If the teacher has corrected the performance areas and receives a rating of "proficient" or "excellent," he/she is returned to the regular evaluation cycle.

3.8 REMEDIATION OF UNSATISFACTORY TENURED EVALUATIONS

- A. A remediation plan will be developed for tenured teachers receiving a summative rating of "unsatisfactory." The remediation plan will be developed within thirty (30) school days after the "unsatisfactory" rating is received by the teacher. The plan will be designed to correct the areas identified as unsatisfactory, provided the deficiencies are deemed remediable. The evaluating administrator shall seek input from the participants in the remediation plan.
- B. A consulting teacher will be selected by the evaluator to support the teacher needing remediation. The consulting teacher must have at least 5 years of experience, familiarity with the assignment, and an "excellent" rating on his/her last evaluation.
- C. The remediation period is ninety (90) school days immediately following the teacher's receipt of the remediation plan. Participants in the plan shall include the teacher rated unsatisfactory, a qualified administrator, and a consulting teacher. The remediation plan may also include other personnel deemed necessary to assist in correcting areas identified as unsatisfactory.
 - 1. The qualified evaluating administrator shall conduct evaluations at the midpoint and at the end of the ninety (90) day period.
 - 2. The evaluations shall include information from a minimum of three (3) observations, of which two (2) must be formal.
 - When an evaluation schedule requires an evaluation after the close of the school year, but on or before July 15, such evaluation shall be scheduled to occur no later than two (2) weeks prior to the close of that school year.
 - 4. When an evaluation schedule requires an evaluation after the close of the

- school year, but after July 15, such evaluation shall be scheduled to occur no later than two (2) weeks following the first pupil attendance day of the next school year.
- 5. Failure to comply with the timelines for the required evaluations because of events such as summer months, illness, or certain leaves granted to teachers shall not invalidate the results of the remediation plan.
- D. A tenured teacher who has corrected the performance deficiencies and receives a rating of "proficient" or "excellent" will return to the regular appraisal cycle.
- A tenured teacher who does not complete the 90-school-day remediation plan with a "proficient" or better rating shall be dismissed in accordance with the Illinois School Code. Within ten (10) calendar days of receiving a notice of dismissal, any teacher who desires a hearing must request in writing that a hearing be held before an impartial hearing officer. A notice of dismissal shall be accompanied by a bill of particulars.

3.9 CONSULTING TEACHER

- A. A qualified consulting teacher shall be one who has received a rating of "excellent" on his/her most recent evaluation, has a minimum of five (5) years teaching experience, and has a reasonable familiarity with the assignment of the teacher being evaluated. The consulting teacher shall work with the teacher under remediation on how to improve teaching skills and successfully complete the remediation plan.
- B. Participation as a consulting teacher shall be voluntary. Where no teachers who meet the criteria set forth above are available within the district, the Board shall request, and the State Board of Education supply, to participate in the remediation process, an individual who meets the criteria for a qualified consulting teacher. A consulting teacher shall be assigned to work with, at most, one teacher under remediation.
- C. The Superintendent or designee shall compile a list of all teachers qualified to act as a consulting teacher and shall provide it to the Association President. The Association President shall select at least five (5) qualified teachers from the list from whom the consulting teacher is to be selected, or the names of all teachers so qualified if the number is less than five. If a consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan may be amended as necessary upon consultation with the new consulting teacher.
- D. The consulting teacher shall not participate in any of the required evaluations nor be engaged to evaluate formally the performance of the teacher under remediation.

However, to continue to provide assistance to the teacher under remediation, the consulting teacher shall be apprised of the results of the midpoint and final evaluations through conferences with the qualified administrator and the teacher under remediation following each evaluation.

- Each consulting teacher involved in a remediation plan shall be afforded sufficient released time to work towards the successful completion of said plan and to fulfill all other assigned teaching duties and obligations. Such released time shall include time for meetings, training, observations, planning and/or travel as requested by the district during the consulting teacher's participation in a remediation plan.
- F. The Board shall indemnify and protect any teacher assigned as a consulting teacher against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims, including defense thereof, whenever damages are sought for negligence or wrongful acts alleged to have been committed in the consulting teacher's scope of employment or under the direction of the Board.

3.10 DUE PROCESS - PROBATIONARY TEACHER

Any third-year teacher who has received three "excellent" ratings or any fourth-year teacher who has received at least a rating of "proficient" in the fourth school term who is given notice of dismissal for a reason other than reduction-in-force shall be afforded an opportunity, at his or her request, to meet with the appropriate administrator to discuss the dismissal. Nothing in this provision shall be construed to impose any burden or standard of proof with respect to such termination or to imply any obligation or restriction upon the Board not otherwise imposed by law.

3.11 PERSONNEL FILE

- A. Each teacher's official personnel file shall be maintained in the Administrative Service Center and shall contain all teacher evaluation reports and information which serve as a basis for discipline of such teacher. Prior to placing such evaluation reports and information in a teacher's official personnel file, a copy shall be given to the teacher who shall acknowledge receipt.
- B. A teacher shall be allowed to respond in writing to any material hereafter placed in the teacher's personnel file, provided such response is submitted within twenty (20) teacher employment days from the date a copy of such material was first provided to the teacher.
- C. Any informal observations or other material originating in or received by the district which may be used to evaluate a teacher shall be reduced to writing within twenty (20) teacher employment days of the observation or confirmation of the occurrence.

Such written report may contain references to prior occurrences of similar incidents without regard to the twenty (20) day limitation, provided such occurrences had been communicated to the teacher in a timely manner after the informal observation and in no case shall more than 2 prior occurrences be documented in the written statement referenced herein. A copy shall be given to the teacher who shall acknowledge same.

D. A teacher shall be entitled to review non-confidential documents as specified in law in his/her personnel file during regular business hours by making an appointment therefore with the Assistant Superintendent for Personnel or designee. At the teacher's request a representative of the Association may accompany the teacher in his review. A representative of the administration may be present during such review. Nothing shall be permanently removed from the personnel file. A teacher shall have the right to copy any material in the personnel file, including the right to mechanically copy such material if the facilities to accomplish this are available and if the teacher pays the cost thereof. A teacher shall be required to sign a Personnel File Review form. The review form will be maintained in the personnel file.

3.12 COMPLAINTS

No disciplinary action shall be initiated against a teacher as a result of a formal complaint prior to the reporting of such complaint to the teacher by an administrator. If requested by the teacher, a teacher-principal conference shall be held. The teacher may request that the complainant attend the conference. The principal shall counsel with and give direction to both the complainant and the teacher in the solution of the problem which created the complaint. The teacher will be informed of the steps the administrator took to resolve the complaint. The teacher may request a meeting with the Superintendent to review the complaint and its disposition. Anonymous complaints shall not be placed in the teacher's personnel file, be included in the written evaluations, or be the basis of disciplinary action. If the complaint is to be brought to the attention of the Board for its consideration, the teacher shall be notified and be given the opportunity to appear before the Board with representation at that time. Either the teacher or the Board may request that any such discussion be at a closed session.

ARTICLE 4 TEACHER COMMITTEES ON CURRICULUM AND INSTRUCTION

4.1 PROCEDURES

The Superintendent or designee shall notify the President of the Association in writing of any proposed committee on instruction and curriculum, including the selection of instructional materials, on which teachers will be asked to participate. Upon written request from the President of the Association, the Superintendent or designee shall meet with the Association President or designee within ten (10) teacher employment days to discuss the goals and objectives of the committee and the appointment of teachers to the committee.

4.2 COMMITTEE ASSIGNMENTS

No teacher shall be required to serve on more than one (1) district-wide committee and one (1) intra-building committee during any one school term.

ARTICLE 5 INSTRUCTIONAL MATERIALS

5.1 CRITICISM OF INSTRUCTIONAL MATERIALS

Adverse criticism of instructional materials shall be handled in accordance with the procedure outlined in Appendix D.

5.2 INDIVIDUAL BUILDING USE OF INSTRUCTIONAL MATERIALS ALLOCATIONS

The Board shall continue to allocate a reasonable amount of money for use by the staff in each building for teaching and instructional supplies. The procedure for allocating this money shall be shared with staff by the building principal.

5.3 REQUISITION POLICY

Each teacher shall be given the opportunity to submit requisitions for instructional material and supplies for the following school term. If such materials and supplies are not available within a reasonable period following the start of the school term, the teacher shall be allowed to submit a request for alternate materials and supplies. Teachers new to the district shall be instructed concerning the requisition procedures.

ARTICLE 6 STUDENT TEACHING PROGRAM ASSISTANCE

6.1 SUPERVISING TEACHER ACCEPTANCE

No teacher shall be compelled to accept a student teacher. A teacher who accepts a student teacher shall be provided reasonable advance notice by the Board of the commencement of the student teacher's practicum.

6.2 STUDENT TEACHERS

No student teacher shall be used as a full time substitute teacher nor shall any student teacher be placed in sole charge of a classroom unless the supervising teacher agrees that this experience is desirable.

6.3 STUDENT PRACTICUM OBSERVATIONS

Scheduling of students for the purpose of fulfilling clinical observation requirements from their respective school shall be done through the Personnel Office and the building principals. Principals shall provide teachers sufficient time to accommodate such observation requests. Teachers shall have the right to refuse to participate in these observations.

6.4 SUPERVISING TEACHERS - WITHDRAWAL

A supervising teacher may withdraw from the supervisory responsibility after documentation of the student teacher's performance indicates that the student teacher is unprepared to provide appropriate learning experiences for the students in the classroom. Withdrawal may occur only after the supervising teacher complies with established Board procedures. Every supervising teacher shall receive a copy of these procedures upon acceptance of a student teacher.

ARTICLE 7 PUPIL DISCIPLINE

7.1 DEFINITION

Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior.

7.2 BOARD SUPPORT AND ASSISTANCE - TEACHERS

The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline within the school environment.

7.3 CORPORAL PUNISHMENT

A written statement by the Board governing the use of corporal punishment of pupils shall be distributed to each teacher new to the district within ten (10) days of the date of employment. In the event that there is a change in the Board policy on the use of corporal punishment, a copy of the new policy, or change in policy, shall be distributed to each teacher within ten (10) days of the Board's action.

7.4 SUSPENSION AND EXPULSION REGULATIONS

It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. However, a teacher may use reasonable force as needed to maintain safety for the other students, school personnel or persons, or for the purpose of self-defense or the defense of property, provided such response shall be reasonable under prevailing circumstances and consistent with the policies of the Board. The teacher may in such instances recommend to his/her principal that the student be suspended and/or considered for expulsion.

Policies, regulations, and procedures for handling student discipline shall be reviewed with staff annually.

7.5 DISCIPLINE PROCEDURES

The teacher has the fundamental responsibility for the maintenance of student discipline within his/her classroom. School staff will employ effective discipline practices that ensure the safety and dignity of students and staff, address the causes of a student's behavior and provide opportunities for all individuals involved in an incident to participate in its resolution, and teach students positive behavioral skills to become independent, self-disciplined citizens in the school community. A teacher may temporarily exclude a pupil from a classroom for behavior that significantly disrupts the the teacher's ability to provide an effective learning environment. When a student is removed from a classroom

and sent to the administrative office, the teacher shall provide information to the building principal or designee that describes the situation that resulted in the temporary exclusion. As soon as reasonably possible, the building principal or designee and teacher shall discuss the situation and develop a plan for next steps for resolving the situation. In situations involving serious misconduct that poses danger to students or staff, the student will not be returned to class until parents have been notified by the administration and the administration has had an opportunity to meet with the teacher to discuss disciplinary actions taken.

Staff members who work with students who exhibit significant disruptive behaviors shall have the opportunity to receive training on effective behavior management strategies and techniques.

7.6 BEHAVIORAL PROBLEMS AND SPECIAL NEEDS RESOLUTION

When a teacher has one or more students in a class who have been independently evaluated as being a serious behavioral problem or having serious psychological problems, and when such student's behavior disrupts the learning environment or requires other special assistance, appropriate recognition of this shall be given and an attempt to resolve it shall be made by appropriate conferences involving the principal, teacher, and supportive personnel. The Board shall make available special teachers, social workers, counselors, and other personnel to meet the needs of students who do not appear to function effectively in a regular classroom setting, subject to the availability of such and other personnel.

7.7 ASSIGNMENT OF PUPILS

Each spring the sending teacher shall have input as to the assignment of his/her pupils for the following school year.

An attempt will be made to distribute students with social and/or learning problems equitably among the teachers and/or clusters. Specialists serving these students shall have input into the placement decisions.

7.8 GUIDELINES FOR PRINCIPAL'S ABSENCE

- A. The Building administrator shall explain building procedures and expectations to the teacher(s) serving as teacher-in-charge.
- B. The teacher-in-charge shall have the option of requesting a substitute during the time the principal is out of district. The teacher-in-charge position shall receive the stipend as listed in Appendix B. Whenever possible, the teacher-in-charge shall be given direct prior notice of a principal's planned absence. In the event of an unexpected absence, the Principal or designee shall communicate directly with the teacher in charge as soon as possible.

ARTICLE 8 ASSOCIATION AND TEACHER RIGHTS

8.1 RIGHT TO ORGANIZE AND PARTICIPATE

Teachers shall have the right to organize, join and assist the Association, to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other activities, individually or in concert.

8.2 NON-DISCRIMINATION

The Board shall not discriminate against any teacher by reason of his/her membership in the Association, his/her participation in any activities of the Association or in negotiations with the Board nor shall the Board discriminate against any teacher for his/her institution of any grievance, complaint, or proceeding under this agreement.

8.3 BOARD MEETINGS - NOTIFICATION

The President of the Association or his/her designee shall be given written notice, which includes electronic communications, of any special meeting of the Board and a copy of the agenda or statement of purpose of regular and special meetings, if there be such, twenty-four (24) hours prior to the scheduled time of such meeting.

In the event that two meetings of the Board are scheduled within a twenty-four (24) hour period, the President of the Association or his/her designee may be verbally notified.

8.4 BOARD MINUTES - ASSOCIATION COPIES

Two (2) copies of all Board minutes shall be sent, either electronically or through the mail, to the President of the Association as soon as they have been approved.

8.5 BOARD CONSULTATION - ASSOCIATION

The Board recognizes the desirability of obtaining Association input with respect to the formulation or revision of policies affecting teachers' wages, hours, and other terms and conditions of employment not covered by this agreement. The Board shall seek to do so prior to any final action being taken with respect to such formulation or revision. All revisions and additions to Board policy shall be forwarded to the Association President promptly following their adoption if not included in the data furnished pursuant to Article 8.4.

8.6 PERTINENT INFORMATION - ASSOCIATION

The Board shall provide the Association in response to reasonable written requests a copy of the current financial report submitted to the ISBE, audit, tentative budget, adopted budget, and public information necessary for the Association to effectively participate in negotiations. Upon reasonable written request, the Board shall provide a copy of public information necessary for the Association which would affect the teaching staff. The reasonable cost of reproduction of any such copy shall be borne by the Association.

8.7 SCHOOL CALENDAR

The Superintendent shall advise the Association President of his/her intention to submit recommendations to the Board for a calendar for the forthcoming school year at least twenty (20) school days prior to its consideration by the Board, and at the request of the Association President shall meet with him/her to review the same prior to its consideration by the Board. If the Association President and the Superintendent cannot agree upon the calendar to be recommended to the Board, the Association may submit its recommendations to the Board.

The maximum number of workdays for teachers shall be one hundred eighty-three (183) days of school. The Board shall have the option of using two (2) Institute days of the four (4) Institute days as student attendance days.

8.8 ASSOCIATION MEETING DATES

The first Wednesday of each calendar month during the school year, and four (4) additional fourth Mondays shall be reserved for Association meetings. Should either or both of these days fall on a date when school is not in session, the second Wednesday and/or the third Monday shall be reserved. The President of the Association shall submit a calendar of Association meeting dates to the Superintendent or designee by May 1 of the preceding school year. Except in an emergency, the Board, central office administrators, and building level administrators will not schedule any meetings on any such Wednesday or Monday in the Association calendar unless the Association President shall advise that such reserved date shall not be utilized.

If the district-scheduled parent-teacher conference day is during the first week of a month, the second Wednesday of the month shall be reserved for the Association meeting.

8.9 ASSOCIATION ANNOUNCEMENTS

Announcements of Association business which have no impact on the student body may be read over the intercom system in each school building. Such announcements shall be made at the times regularly scheduled for announcements in each building and on bulletin boards designated for Association Announcements.

8.10 NEW TEACHERS □

Names and addresses of newly-hired teachers shall be sent to the President of the Association within fourteen (14) days after the Board meeting authorizing their employment.

During the New Teacher Workshop, the Association will be given one session of thirty (30) minutes in the morning to talk with newly-hired teachers. The Association will also be allowed to host a breakfast or lunch for newly-hired teachers on the same day.

8.11 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state, or national conferences, these representatives shall be excused without loss of salary, providing the Association reimburses the district for the cost of the substitute(s) for any aggregate number of days up to (10) in any school term used for such purposes and, further providing, the frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent. This leave shall be cumulative to thirty (30) days.

The Board shall provide a maximum of eleven (11) days of released time per school term for the Association President or his/her designee for Association business, provided the Association gives, whenever possible, two (2) days notice to the Superintendent or his/her designee. In addition, the Board shall provide four (4) days of released time for the Association President or his/her designee to participate in community service activities. The Association shall assume the cost(s) for any substitute teacher(s). At the Board's discretion, an individual teacher may be given additional released time, not to exceed forty (40) days per school term, to participate in Association affairs at a state or national level.

For confirmation purposes, it shall be the responsibility of the Association to provide written verification of the Association leave days used during the given school year, including dates of absence, teachers absent, and purpose as specified above.

8.12 BOARD HEARINGS - TEACHER RIGHTS

When any teacher is required to appear before the Board or a Board Committee concerning any matter which could adversely affect the continuation of that teacher in his/her office, his/her position of employment, or his/her salary or any increments pertaining thereto, the teacher shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

8.13 CONTRACT - DISTRIBUTION

Within thirty (30) days of ratification of the agreement, an electronic copy will be made available to each member, as well as one printed copy for each building and the DGEEA Association president(s). Upon the employment of all newly hired Employees, the District shall provide a handout that explains how to access an electronic copy of the Collective Bargaining Agreement.

8.14 CONTRACT - UNIFORM APPLICATION

Both parties agree that the provisions of this agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory, provided the foregoing shall not be construed as creating any substantive rights not otherwise specifically provided for in this agreement.

8.15 FAIR SHARE - This article has been removed based on current law; in the event that fair share becomes legal, language from the prior contract shall be reinserted.

ARTICLE 9 TEACHER PROTECTION

9.1 ASSAULT ON TEACHERS - LEGAL COUNSEL

Assaults on teachers by students shall be regarded by the Board as a matter of grave concern. The Board recognizes the lawful right of a teacher to protect him/herself or a student in a case of an unavoidable physical assault.

Any case of assault upon a teacher shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to advise the teacher generally of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the teacher in handling the incident by law enforcement authorities, provided the teacher shall have acted within the scope of his/her employment and pursuant to Board policy.

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

The Board may at its discretion provide legal assistance to a teacher who is formally charged with criminal assault and/or battery.

9.2 ASSAULTS ON TEACHERS - NO WAGE PENALTY

Work time lost by the teacher because of an assault on the teacher which occurs within the scope of employment and within Board policy shall result in no loss of wages to the teacher less any salary received from Workers' Compensation and shall not be charged to the teacher's sick leave, provided this section shall cease to be operative ninety (90) calendar days or the end of the school term following such assault, whichever is greater.

9.3 LIABILITY INSURANCE NOTIFICATION

Upon request, the Board shall provide the Association with a statement indicating the type and limits of liability insurance carried by the Board covering teachers.

ARTICLE 10 VACANCIES, TRANSFERS, AND PROMOTION

10.1 TEACHER NOTIFICATION OF ASSIGNMENT

Every effort shall be made to give written notice to each teacher of any change in assignments for the forthcoming year no later than the last day of school. Should changes in the teacher's assignments be necessary after that date, the teacher shall be notified promptly by certified letter, and be given an opportunity to meet and discuss the change with an appropriate administrator within ten (10) calendar days of the teacher's receipt of the written notice as verified by the return receipt card. The teacher shall have the right to have an Association representative at this meeting. No final action shall be taken until this meeting is held or the time limit expires. If the change is not acceptable to the teacher, the teacher shall be allowed to resign without prejudice and at such time as a suitable replacement can be secured. A reasonable effort to secure such replacement shall be made.

Teachers shall be notified in writing of any changes in assignment during the school term at least five (5) teacher work days prior to such change, and shall be given the opportunity to meet and discuss the change with an appropriate administrator.

10.2 POSTING OF VACANCIES

The Superintendent shall have posted in all school buildings a notice of all vacancies, including vacancies in promotional positions, as they occur. Notice of promotional and new positions shall be accompanied by a job description and a statement of minimum qualifications and salary range. No vacancy shall be permanently filled until such vacancy has been posted in individual district buildings at least five (5) work days if the vacancy occurs during the school term or at least ten (10) work days if the vacancy occurs during the summer. In case of emergency, a vacancy may be filled on a temporary basis. During the summer vacation, vacancy notices shall be emailed to teachers upon their request. Teachers currently employed by the district and applying for such vacancies shall be given consideration in the filling of those vacancies. If the teacher is rejected for the position, he/she shall be given notification in writing or verbally within ten (10) work days.

10.3 VOLUNTARY TRANSFERS

Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer within a building or to another building where a vacancy exists. Such application shall be in writing to the building principal where the vacancy exists. The interests and aspirations of the individual teacher shall be considered in all transfers.

10.4 PROMOTIONAL POSITIONS - DEFINITIONS

Promotional positions are defined as those positions paying a salary differential or those which are of an administrative or supervisory nature or both but shall not include positions listed in Appendix "B" of this agreement.

ARTICLE 11 INSTRUCTIONAL ASSISTANTS

11.1 RECOMMENDATIONS - INSTRUCTIONAL ASSISTANTS

When an instructional assistant is assigned to work in the classroom with an individual teacher for at least 50% of the time, the teacher in whose classroom it is anticipated the instructional assistant will be assigned shall have the opportunity to provide input and make recommendations of an advisory nature concerning such assignment. Such recommendations shall be affected by the reemployment rights of an instructional assistant.

11.2 INSTRUCTIONAL ASSISTANTS - DUTIES

Instructional assistants shall not be employed to evaluate pupils or to render instructional judgments contrary to the School Code or regulations established by the Illinois State Board of Education.

11.3 SUBSTITUTE INSTRUCTIONAL ASSISTANTS - SPECIAL EDUCATION

Recognizing that instructional assistants are essential to the safe and smooth operation of any self-contained special education program, the Board shall make every reasonable effort to provide substitute instructional assistants, when needed, for such programs. If a qualified substitute instructional assistant cannot be obtained, the Board shall provide a substitute teacher to assume the duties of the instructional assistant.

ARTICLE 12 GRIEVANCE PROCEDURE

12.1 DEFINITIONS

- 1. A grievance is any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
- 2. All time limits shall be teacher employment days except during the summer recess when days shall mean those when the business office shall be operating.
- Three (3) Association representatives shall have the right to be present and to represent the Association at any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. The Association can make a request to the Superintendents, or designee, to have additional representatives at any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented.

12.2 PROCEDURE

The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, the building or Association representative(s) may accompany the teacher to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher or the Association, a grievance may be processed as follows:

- 1. The filing of the grievance at this step shall be no later than fifteen (15) days following the occurrence complained of as the basis for the grievance or within (15) days of when the occurrence may reasonably be ascertained. The teacher or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The Association's representative(s), the aggrieved teacher, and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the aggrieved teacher and the Association within ten (10) days after the meeting. This answer shall include the reasons for the decision.
- 2. If the grievance is not resolved at step #1, then the Association and/or the teacher shall refer the grievance to the Superintendent or official designee within six (6) days after receipt of the step #1 answer or within eleven (11) days after the step #1

meeting, whichever is the later. The Superintendent shall arrange for a meeting to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide his/her written decision with reasons to the Association or teacher.

- 3. If the Association is not satisfied with the disposition of the grievance at step #2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the step #2 answer, then the grievance shall be deemed withdrawn.
 - a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
 - b. The arbitrator shall have no power to alter the terms of this agreement.
 - c. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.
 - d. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and of the AAA shall be divided equally between the Board and the Association.
 - e. If either party requests a transcript of the proceeding, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association as well as the cost of the copy of the transcript to be furnished the arbitrator.

12.3 BYPASS TO ARBITRATION

If the Association and the Superintendent agree, step #1 of the grievance procedure may be bypassed and the grievance brought directly to step #2.

12.4 CLASS GRIEVANCE

Grievances involving more than one teacher at more than one building or more than one supervisor at more than one building and grievances involving an administrator above the building level may be initially filed by the Association at step #2.

12.5 REPRISALS

No reprisals of any kind shall be taken by the Board or the administration against any teacher because of his/her participation in this grievance procedure.

12.6 RELEASED TIME

Should the processing of any grievance require that a teacher or an Association representative be released from his/her regular assignment, (s)he shall be released without loss of pay or benefits.

12.7 FILING OF MATERIALS

All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12.8 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent and shall be treated as though never filed.

12.9 GRIEVANCE ACCESS TO INFORMATION

Upon reasonable written request from the Association, the Board shall provide copy of public information necessary for the Association to process a grievance, provided reasonable cost of reproduction of any such copy shall be borne by the Association.

ARTICLE 13 REDUCTION IN TEACHERS

13.1 SENIORITY - DEFINITION

As used herein, seniority in District 58 shall mean the most recent period of continuous employment in and for District 58 as a teacher. Continuous employment shall not be deemed interrupted by any leave of absence, but any period of unpaid leave in excess of thirty (30) teacher employment days shall not be included in the computation of seniority in the district. Less than full-time tenured service shall be computed on a pro rata basis for the purposes of seniority.

- 1. If total continuous teaching service with the school district is equal between two or more teachers, then seniority shall be determined by total teaching service with the school district whether or not continuous (such service shall be computed in the manner described above).
- 2. If total teaching service with the district is equal between two or more teachers, then seniority shall be determined by placement on the salary schedule, i.e., the teacher with the highest horizontal position on the salary schedule shall be deemed the most senior.
- 3. If horizontal position is equal, prior teaching experience outside of District 58 shall control. If prior teaching experience is equal outside of District 58, the date of the signing of individual contracts shall control.
- 4. If all factors mentioned above are equal, final determination shall be made by the Superintendent. The Association shall be consulted prior to the Superintendent's decision.

13.2 SENIORITY - CERTIFICATED EMPLOYEES ENTERING THE BARGAINING UNIT

Certificated employees who enter the bargaining unit shall receive seniority credits for their years of certificated continuous service in the district.

13.3 RIF PROCEDURE - TENURED TEACHERS

A. Notification of RIF

The Association shall be notified of all planned reduction in force at least thirty (30) days prior to any official action taken by the Board.

B. Reduction by District Seniority

In the event of a reduction in teaching force, due to financial reasons or reduction or elimination of programs or reduction in hours, the Board will dismiss teachers in accordance with the four (4) performance rating groupings established under <u>The School Code</u>.

C. Legal Qualifications

Legal qualifications or legally qualified shall be defined as all statutory and regulatory prerequisites for teaching a particular subject or grade, including but not limited to, any established prerequisite qualifications set by the Board, the certification requirements of Article 27 of <u>The School Code</u> and the academic experience requirements of State Board of Education Documents No. 1 (or its successor of supplementary requirements) in effect at the time of dismissal.

D. Recall Procedure

If the Board, within one (1) calendar year from the beginning of the following school term after the dismissal, or within two (2) years when required by law, increases the number of teachers, reinstates programs, or has a teacher resign, retire, or take a leave of absence of ninety (90) days or more duration, the Board shall first offer re-employment in reverse order according to their performance rating groups (i.e. the most senior qualified teacher in Group 4 is recalled first), to the teachers dismissed for reduction-in-force reasons. A teacher's failure to respond affirmatively within ten (10) calendar days after receipt of the Board letter sent by certified mail to the teacher's address on file with the Board of Education recalling such teacher shall result in termination of the teacher's right of recall hereunder.

13.4 SENIORITY LIST

Each teacher shall receive on or 75 days prior to the end of each year a seniority list which shall include the names of all teachers listed by seniority in the positions for which they qualify. Each teacher shall have ten (10) teacher employment days from the date of notification to file written objections with the Superintendent or designee to the information contained on the list. The objection shall specify any alleged errors. Failure of the teacher to make a timely objection shall be deemed to be an acceptance of the listings.

13.5 CONTINUATION OF BENEFITS

Any teacher whose service in the district has been terminated due to reduction-in-force shall have the option to continue insurance coverage in the District's hospitalization major medical plan in accordance with any applicable Illinois or federal insurance continuation law (e.g., COBRA).

Any tenured teacher whose status has been involuntarily reduced by honorable dismissal from full-time to part-time shall continue to receive all fringe benefits afforded full-time teachers during the period in which the teacher has a right of recall.

ARTICLE 14 ACADEMIC FREEDOM

14.1 PHILOSOPHY

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

14.2 FREEDOM OF EXPRESSION

Freedom of individual expression shall be encouraged and fair procedures shall be developed to safeguard the legitimate interests of the teachers and students.

14.3 APPROACHES AND MATERIALS

The parties acknowledge that, within prevailing financial constraints, it is desirable to continue to maintain a variety of teaching approaches and materials. Implementation of district initiatives or curricular resources in their first year may be noted in formative evaluations, but shall not negatively impact the summative evaluation during that same year that the teacher implements the new curricular resource (Appendix C).

ARTICLE 15 LEAVES

15.1 SICK LEAVE

Each teacher shall be entitled to a total of fifteen (15) sick leave days per school term without loss of pay. Such leave shall accumulate to three hundred fifty-five (355) days. In the year after a teacher accumulates one hundred ninety-five (195) sick days, the teacher will no longer be eligible to access additional sick days from the sick-leave bank. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household. Immediate family shall be defined as the spouse, parents, children, children-in-law, brothers and sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, father-in-law, mother-in-law, stepchildren, ward, legal guardian, or someone residing in the household. In addition to the above, exceptions can be made at the discretion of the Superintendent of Schools.

A tenured or 3rd- or 4th-year probationary who is absent because of disability or incapacity for less than ninety (90) consecutive school days, or for less than ninety (90) out of one hundred twenty (120) school days from the same illness or incapacity, shall be deemed temporarily disabled. The 90 school days of continuous absence (or 90 out of 120 intermittent days) shall be counted from the date upon which a teacher's paid sick and personal leave days and sick leave bank benefits are exhausted. Any teacher who is temporarily ill or incapacitated and has exhausted all his/her accumulated sick and personal leave or sick leave bank rights shall be place automatically on an unpaid disability leave of absence for a temporary period of time, not to exceed 90 school days from the exhaustion of the teacher's paid sick and personal leave and sick leave benefits. If a teacher remains ill or incapacitated at the expiration of the temporary unpaid leave afforded under this section of the contract, he/she may apply to the Board for an extended unpaid disability leave of absence pursuant to the general conditions for leaves of absence set forth in Section 15.4 of this Article.

15.2 PERSONAL LEAVE

The Board shall grant to each teacher two (2) days of personal leave each year without loss of pay. Such leave shall be accumulative to three (3) days for the first nine (9) years of service. One (1) unused personal leave day may be carried over into the next school term. Any remaining unused personal leave days shall be credited to the teacher's accumulated sick leave days. Beginning with the tenth (10) year of full time service, such leave shall be accumulative to four (4) days. The maximum number of unused personal leave days carried over shall be two (2) days. Any remaining unused personal leave days shall be credited to the teacher's accumulated sick leave days.

No reason for such leave need be given. Such leave shall be used for personal matters which cannot be attended to during non-school hours or days, and shall not be utilized to

participate in a work stoppage or in any activity which shall result in compensation to the teacher from other than the Board. Except in emergencies, notification for such leave shall be in writing to the building principal at least forty-eight (48) hours in advance. Written request for use of personal leave shall be made on the Leave Request Form. Application for leave because of an emergency shall be made to the Superintendent or designee, as well as, to the building principal.

Personal leave shall not be taken during the first five (5) or the last five (5) teacher employment days of the school term, on a parent conference day, on a School Improvement day, nor on the day preceding or following a holiday or vacation period. Should a teacher need to make a request for use of a personal day on one of these prohibited days, the request shall be made in writing to the Superintendent or designee and shall include the reason for the leave. The administration recognizes the importance of consistency in the decision-making regarding approval or denial of all requests. In the event that a request for personal leave is denied, the teacher shall be provided the specific reason for the denial. Approval of such leave shall not be precedential with respect to any other personal leave request.

15.3 ADDITIONAL LEAVES

In addition to any other leaves provided in this article, the Board shall authorize absence with pay as follows:

A. Death in the immediate family:

The immediate family shall be defined as in 15.1.

In case of death in the teacher's immediate family, a maximum of four (4) days absence shall be allowed at full pay. Any time required beyond four (4) days shall be assessed against the accumulated sick leave.

Written request for use of leave for death in the immediate family shall be made on the Leave Request Form and submitted to the building principal.

B. Death in the non-immediate family:

Such leave shall be granted to a maximum of three (3) days per death.

Non-immediate family shall be defined for purposes of this section to include: grandparents-in-law, guardians of the employee's spouse, step grandchildren, nieces, nephews, uncles, aunts, and cousins of the first degree.

Written request for use of leave for death in the non-immediate family shall be made on the Leave Request Form and submitted to the building principal.

C. Recognized religious holidays of the teacher's faith:

Such leave shall be granted to a maximum of two (2) days per school term.

15.4 CONDITIONS OF LEAVES

The granting or withholding of any leave of absence pursuant to this Article shall be in the sole discretion of the Board and shall not be precedential with respect to any other leave request.

Unless otherwise set forth in this Article, any leave of absence is subject to the following general conditions:

- A. When possible, requests for leaves shall be made in writing to the Superintendent or designee at least one hundred and twenty (120) calendar days prior to the beginning of such leave.
- B. A physical examination and/or physician's statement may be required of teachers applying for, during, or returning from leaves for personal medical reasons.
- C. As a condition of any unpaid leave, a teacher must notify the Personnel Office in writing by March 1 of his/her intent to return on the opening day of the next regular school term. If written notice has not been received by the Personnel Office by March 1, the failure to give notice shall be deemed a submission of resignation.
- D. Any teacher on an unpaid leave shall have the option to continue insurance coverage in the District's hospitalization major medical plan in accordance with any applicable Illinois or federal insurance continuation law (e.g., COBRA). The teacher will contribute the full cost of the insurance coverage.
- E. The tenured status of any teacher returning from a leave of absence or while on leave shall not be affected. Any teacher returning from a leave will be assured of an equivalent, but not necessarily the same, position as that formerly occupied.
- F. A teacher will not be given experience credit for the time on leave. Upon return, the teacher will be advanced on the salary schedule in accordance with the provisions for salary schedule advancement. The teacher shall also be awarded credit for the year in which the leave was initiated provided said leave starts within the second semester.

15.5 PARENTAL LEAVE

Teachers requesting parental leave as a result of pregnancy or adoption are entitled to the

rights provided through the Family and Medical Leave Act (FMLA). FMLA entitles the teacher to time off from work for child care purposes, but does not entitle the teacher to paid time while off work. The provisions of this article shall grant the teacher the right to use up to eight (8) weeks (40 days) of accumulated sick leave time for pregnancy disability or adoption. The option to use sick leave begins with the birth of the child or the date of adoption.

A tenured teacher who becomes pregnant and is requesting a parental leave that is longer than the amount of time provided through FMLA shall be granted a parental leave based on the following parameters and guidelines:

- 1. When possible, requests for leaves shall be made in writing to the Superintendent or designee at least one hundred and twenty (120) calendar days prior to the beginning of such leave.
- 2. The period of the leave shall extend through the end of the school year or through the end of the school year after the first birthday of the child. The leave will terminate on the opening day in the fall term which follows the child's birth, or which follows the child's first birthday.
- 3. Any teacher on an unpaid leave shall have the option to continue insurance coverage in the District's hospitalization major medical plan in accordance with any applicable Illinois or federal insurance continuation law (e.g., COBRA). The teacher will contribute the full cost of the insurance coverage.

A teacher not eligible for or not desiring parental leave may utilize accumulated sick leave during any period of illness related to her pregnancy and/or to the delivery of the child for up to 8 weeks as afforded in this Article 15.5. If a teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay during the period of illness.

A male teacher shall be eligible for a parental leave upon the anticipated birth of a child which the teacher has fathered. A male or female teacher shall be eligible for parental leave upon the adoption of a child. Any teacher desiring parental leave because of becoming an adoptive parent of a child shall notify the Superintendent in writing upon the initiation of such proceedings. Parental leave shall be granted upon satisfactory written notification to the Board of the date the child will be received and after adherence to all other appropriate provisions of this section. A male teacher who is approved for a parental leave or a female teacher who is approved for parental leave based on adoption of a child shall have the opportunity to exchange 8 weeks (up to 40 days) of sick leave time for 8 weeks (up to 40 days) of paid parental leave time.

At the teacher's request in case of interrupted pregnancy or the death of a child, the parental leave of absence shall be terminated by the Board as soon as an appropriate vacancy exists and provided that a physician certifies to the Superintendent that the teacher is in good

health and able to assume his/her teaching duties.

A parental leave may be granted to a non-tenure teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenure teacher, and provided the terms of such leave shall not be considered in computing full-time employment under Section 5/24-11 of the School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon return from an approved leave, the non-tenured teacher's absence shall not be considered a break in service, but the year in which the leave is taken shall only be counted toward the years of consecutive probationary service required to attain tenure if the teacher actually teaches or is otherwise present at least 120 days in that school year. The granting of parental leave to any non-tenure teacher shall not constitute a precedent for the granting of leave to any other teacher. Each request shall be judged on its own merits. The Board agrees that, if any liability shall accrue as a consequence of the denial of parental leave to a non-tenure teacher, it shall release the Association therefrom.

15.6 SABBATICAL LEAVE

Sabbatical leave may be granted to the teachers in accordance with the Illinois School Code, par. 24-6.1.

15.7 ASSOCIATION LEAVE - OFFICER OR STAFF

A leave of absence of up to two (2) years shall be granted to any tenure teacher, upon application, for the purpose of serving as an elected officer of the Illinois Education Association or the National Education Association. Such leave shall be subject to the general conditions of leaves set forth in Section 15.4.

15.8 PUBLIC OFFICE

A leave of absence shall be granted to any tenure teacher, upon application, for the purpose of serving in a public state or national office to the extent necessary for such activities. Such leave shall be subject to the general conditions of leaves set forth in Section 15.4.

15.9 PROFESSIONAL CONFERENCES

Each teacher may apply for up to two days of professional leave time to attend professional conferences, meetings, or workshops. A procedure for approving professional conference requests will be developed in collaboration with the association and shared with all teachers. Teachers who apply to attend a conference shall be advised of the Board's decision on such application as soon as possible. Attendance may be authorized with or without full expenses and with or without full pay but no teacher shall be compelled to attend such conference without full pay and reimbursement of reasonable expenses.

A teacher who has been invited to present at a professional conference may apply for up to two days additional professional leave time subject to the same parameters listed in the above paragraph.

15.10 JURY DUTY

The Board shall pay the regular salary to teachers called to serve as jurists or subpoenaed to appear before legal review panels as witnesses.

15.11 SICK LEAVE BANK

The Board shall administer a sick leave bank for personal use by a tenured or 3rd and 4th year teacher in the event of a catastrophic illness or disability. Any tenured or 3rd and 4th year teacher may voluntarily participate in the sick leave bank. Each teacher doing so shall contribute one (1) day of sick leave to the bank by the last day of the school term preceding the contribution year. The maximum annual utilization for all participants shall be one hundred eighty (180) days. If the balance of days in the bank falls below thirty (30) days, all participants will be required to contribute one (1) additional day.

Any eligible teacher participating in the sick leave bank may withdraw days from the bank as long as the maximum annual utilization has not been reached and there are days available in the bank, provided he/she meets all of the following conditions:

- (a) the teacher has exhausted all of his/her sick leave and personal days and remains catastrophically ill or disabled;
- (b) the maximum number of days withdrawn from the sick leave bank by the individual teacher shall not have exceeded ninety (90) days during the contract agreement.

A teacher may withdraw from participating in the sick leave bank at any time by giving written notice to the Superintendent, but shall not be entitled to recover days previously contributed to the bank.

Days contributed to the sick leave bank which have not been withdrawn by the end of the school term shall accumulate in the bank for use in the succeeding school term. The Board shall provide a report to the Association upon reasonable request of the status of the sick leave bank, including the number of days remaining.

ARTICLE 16 TEACHER RETIREMENT

16.1 NOTICE / FIXED SALARY

All retirement benefits provided in Article 16 are for teachers submitting their intent to retire during the 2018-2022 contract period. All teachers shall be required to provide the Board with notice of intent to retire no later than August 1 either three (3) or four (4) years prior to the date of retirement. Along with the notice of intent to retire, the teacher will also provide information generated by TRS reporting anticipated retirement penalties and years of service.

Four-Year Notice

Teachers aged fifty-five (55) years or older, with a minimum of fifteen (15) years of fulltime teaching service in the District, or the equivalent prorated part-time years of teaching service of half-time or greater in the District, shall submit to the Board an irrevocable notice of intent to retire no later than August 1 four (4) years prior to the date of retirement. Eligible teachers shall have their salaries for the four-year period to be used for TRS retirement salary calculation fixed at 3% per year for each of the four years, including all salaries, lane changes, step increases, supplemental pay or other salary payments. Any supplemental duties (Appendix B), which are included in the salary calculation, shall be continued during the 4-year period or the fixed salaries shall be reduced accordingly. After Board approval of the teacher's retirement request, a written summary shall be provided to the teacher, specifying when the teacher is retiring along with the specific retirement benefits as outlined in the 2018-2022 contract. This summary shall be signed by the administration and by the individual teacher. Any changes in the retirement benefits would have to be bargained by the Association and the Board. After retirement, in the event of a dispute in retirement benefits, the teacher shall be limited to filing claims under the district retirement benefit summary and will not be permitted to bring a claim under provisions of this contract.

Three-Year Notice

Teachers aged fifty-five (55) years or older, with a minimum of fifteen (15) years of full-time teaching service in the District, or the equivalent prorated part-time years of teaching service of half-time or greater in the District, shall submit to the Board an irrevocable notice of intent to retire no later than August 1 three (3) years prior to the date of retirement. Teachers whose salary increase exceeds 3% during any of the years used for retirement salary calculation and would incur a penalty that must be paid by the District would not be eligible for the 3% pay increase. In addition, the total salary for any year cannot increase more than 3%. Teachers whose salary increase will not exceed 3% for any of the years used for retirement salary calculation would be eligible for a 3% salary increase for each year of the three year period. Eligible teachers shall have their salaries for the three-year period to be used for TRS retirement salary calculation fixed at 3% per year for each of the three years, including all salaries, lane changes, step increases, supplemental pay or other

salary payments. Any supplemental duties (Appendix B), which are included in the salary calculation, shall be continued during the 3-year period or the fixed salaries shall be reduced accordingly. After Board approval of the teacher's retirement request, a written summary shall be provided to the teacher, specifying when the teacher is retiring along with the specific retirement benefits as outlined in the 2018-2022 contract. This summary shall be signed by the administration and by the individual teacher. Any changes in the retirement benefits would have to be bargained by the Association and the Board. After retirement, in the event of a dispute in retirement benefits, the teacher shall be limited to filing claims under the district retirement benefit summary and will not be permitted to bring a claim under provisions of this contract.

Teachers who retire with less than a 3-year notice will not receive the 3% salary incentive or the retirement medical benefits for which they may have been eligible.

16.2 RETIREMENT MEDICAL BENEFITS

Teachers whose salary increase exceeds 3% during any of the years used for retirement salary calculation and would incur a penalty that must be paid by the District would not be eligible for the retirement medical benefits outlined in this article.

Teachers aged fifty-five (55) years or older, with a minimum of fifteen (15) years of full-time teaching service in the District, or the equivalent prorated part-time years of teaching service in the District of half-time or greater, who retire under the provisions of the Illinois Teachers' Retirement System, meet the requirements of section 16.1, and are not covered by another employer's insurance, may enroll in the hospital-surgical-major medical insurance group plan provided by the Teachers' Retirement System. The Board shall contribute \$4600 per year for a maximum of 4 years toward the Teachers' Retirement System insurance plan.

If retiree medical benefits are no longer available through the Teachers' Retirement System or if the State of Illinois creates an alternate mandatory benefit plan for retirees, the Board and Association shall renegotiate this provision or benefits.

16.3 LIFE-ALTERING EVENT

A teacher may request to rescind a previous irrevocable notice of intent of his/her retirement for one or more of the following reasons that arise after the Board approved the teacher's notice of retirement:

Diagnosis of serious illness of the teacher or his/her spouse
Loss of job by spouse
Death of the teacher's spouse

Total disability of the teacher's spouse

Serious illness of a medically and financially dependent child or parent of the teacher A legal action for the dissolution of the teacher's marriage or legal separation if initiated and becomes final before the date of retirement Any other similar reason which the Board determines to be sufficient

Approval of the request will be at the discretion of the Board.

Teachers whose request is approved by the Board and have previously submitted a notice of intent to retire will have their salary reduced to the appropriate salary schedule level less the additional amount paid as a retirement incentive in accordance with Article 16.1 for all years paid to that time.

ARTICLE 17 TEACHER BENEFITS

17.1 COVERAGE PROVIDED

The Board shall provide each full-time teacher with the following coverage:

- A. Life insurance shall be \$50,000.00.
- B All medical benefits as described in the Summary Plan Description Schedule of Benefits shall be in effect for the duration of this agreement.
- C. Major medical insurance.
- D. Board paid individual dental coverage in the District plan.
- E. In-hospital well baby / routine nursery care for room, board, general nursery services.
- F. Routine well child care until child reaches age 18.
- G. Board paid individual vision care coverage. Teachers with family coverage for health and major medical insurance shall be provided family vision care coverage.
- H. Individual annual mammogram (for teacher) @ 100% PPO coverage.
- I. Colonoscopy @ 100% PPO coverage, upon doctor's prescription.
- J. Annual physical exam (for teacher) \$400 limit.
- K. Prescription Drugs Coverage for prescription drugs shall be provided through a Pharmacy Benefit Manager (PBM). Prescriptions shall be paid in accordance with the tiers as outlined in the Plan Document.
 - Tier 1 & 2 \$10 Copay for retail generic or preferred brand
 - Tier 1 & 2 \$24 Copay for mail order generic or preferred brand
 - Tier 3 \$30 Copay for retail non-preferred brand
 - Tier 3 \$50 Copay for mail order non-preferred brand
- Le The coverage and benefits of this insurance shall in no case be less than that which was provided under the previous contract.

A teacher may elect not to accept the coverage offered by the Board as defined above. Additionally, the Board may offer alternative health coverage options that teachers could select. In that instance, the coverage selected may not include all of the obligations of

Article 17.1

17.2 HOSPITAL MAJOR MEDICAL INSURANCE BENEFITS

- A. The Board shall pay 91% toward the total premium cost for health and major medical insurance (including vision care) for each full time teacher electing individual coverage.
- B. Family coverage for those eligible teachers who participate in the District's medical insurance plan must be applied for at the time of employment or within thirty (30) days thereafter. If family coverage is desired at a later date, teachers may enroll during the open enrollment period or may enroll as a result of a qualifying event. When enrolling for family coverage, all members of the teacher's family are required to complete the District's insurance enrollment process.

For teachers who were employed by District 58 during the 2013 - 2014 school year, the Board shall pay towards dependent coverage according to the schedule below based on years of employment within the District.

For teachers who were employed by District 58 after the 2013 - 2014 school year, the Board shall pay towards dependent coverage according to the following schedule based on years of <u>participation in family coverage*</u> through the District health insurance plan:

The Board of Education will pay:	The Employee pays:
20% for the first year	80% for the first year
40% for the second year	60% for the second year
60% for the third year	40% for the third year
80% for the fourth year	20% for the fourth year
85% for the fifth year	15% for the fifth year

The percentage calculation shall be applied to the remaining total cost for family coverage once the Board share for single coverage has been deducted.

- *For every two (2) years of participation in single coverage, the teacher will receive credit for one (1) year of participation in family coverage, as long as the single coverage was consecutive years of participation.
- C. Any added cost for insurance premiums shall be shared by the District and the teacher as a function of the percentage payments as described in Article 17.2 A. and 17.2 B.

If insurance premiums increase by 10% or more from the previous year, both the

Association and Board of Education agree to engage in midterm bargaining of the provisions of Article 17 exclusively, with the goal of reducing the impact of the increase in premium on the Board of Education, as well as on the employee.

D. Funds deposited into the District's Medical Reserve Fund will not be transferred out into other District funds.

17.3 TWELVE-MONTH COVERAGE

The Board-provided insurance shall be for twelve (12) consecutive months.

17.4 NEW TEACHER COVERAGE

Teachers new to the District are eligible to be covered by all Board-provided insurance no later than one (1) month after initial employment.

17.5 PART-TIME TEACHER BENEFITS

The Board shall provide each part-time teacher with a salary, leave days, and individual medical, vision, and dental insurance (provided the teacher is employed at least 50%) on a pro-rata basis in proportion to the fraction the part-time employment bears to full-time service. If the part-time teacher's fraction of employment falls below 50%, the teacher may remain on the medical, vision, and dental insurance providing the teacher pays the new pro-rata amount in proportion to the fraction the part-time teacher bears to full-time service.

17.6 ILLINOIS TEACHER RETIREMENT CONTRIBUTIONS

- A. The Board shall remit for each teacher the required sum of teacher's compensation due pursuant to Article XIX and Appendix A of this Agreement to the State of Illinois Teachers' Retirement system to be applied for the retirement account and retirement insurance contribution of the teacher. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers have no right or claim to monies so remitted except as it may subsequently become available upon retirement or resignation from the Teachers' Retirement System.
- B. The balance of the amount due each teacher, pursuant to the Compensation Schedule, shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher. Such withholding shall include any and all additional amounts required to be paid to the Teachers' Retirement System for the account of such teacher.

C. The Association and each teacher will defend, indemnify, and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, or other liabilities by reason of faithful payment of the contributions to the Teachers' Retirement System pursuant to the provision of this section. No such claim, demand, action, complaint, or suit may be settled or compromised by the Association or any teacher without written consent of the Board if such claim, demand, action, complaint, or suit adversely affects the Board of Education, its members, its agents, and/or its employees.

17.7 PREMIUM CONVERSION AND MEDICAL REIMBURSEMENT ACCOUNT

- A. Teachers may elect to tax shelter the portion they pay toward premiums for single or family medical/dental insurance coverage offered by the District in accordance with the District's Section 125 Cafeteria Plan.
- B. In accordance with the terms set forth in the District's Section 125 Cafeteria Plan, teachers may elect during the Plan's annual open enrollment period to have specific amounts withheld from their paychecks on a pre-tax basis to fund medical and dependent care reimbursement accounts. The accounts may be used by teachers to reimburse themselves for eligible expenses for themselves and dependents as permitted by law, excluding medical/dental premiums.

17.8 HEALTH AND WELLNESS COMMITTEE

A joint District Administration/Employee Health and Wellness Committee shall be established to review and monitor the cost and changes in the physician/hospital network and administrative services. All medical benefits as described in the Summary Plan Description Schedule of Benefits and within Article 17 of this Agreement shall be in effect for the duration of this agreement.

The Committee shall meet not less than six (6) times per school year, unless otherwise agreed, to review information pertinent to the health and wellness benefits offered by the District to district employees. As appropriate, the Committee shall present a summary of their discussions to the Board based upon the consensus of the committee.

The purpose of this Committee shall include:

- Gather input on the current status of the District's health insurance, coverage, possible cost containment measures, review of carrier options, and discuss service of current carrier.
- Review and recommend to the Board:
 - o Options for the creation of additional plans with different benefit structures and medical benefits
 - o Options for the development and implementation of cost containment measures and wellness programs that do not change the benefits

defined in Article 17.1

- Review annual audit of District's Medical Insurance Reserve Fund, including claims history, payouts, fixed costs, trend analysis, and rate history.
- Examine renewal rate projections.
- In the event of mid-term bargaining as defined in Article 17.2, provide recommendations to the bargaining teams.
- Building a working partnership between administration and the DGEEA for the purpose of educating all employees and ultimately controlling the overall insurance costs

The Health and Wellness Committee shall include the following members:

- Two (2) administrators
- Three (3) members from the DGEEA (teachers)
- Two (2) members from the DGCMA (custodial/maintenance)
- Two (2) members from the DGESP (educational support staff)
- One (1) non-voting member from the Board of Education
- One (1) Committee Chair Assistant Superintendent for Business

Each Association shall notify the Superintendent or designee of the individuals who will represent the respective Association annually, prior to the start of school each August. Any change in designee shall be provided in writing by the Association President to the Superintendent not less than fifteen (15) days prior to the change taking effect. A temporary alternate representative may attend any committee meeting on behalf of the designee.

Premiums will be established annually by the Board for each plan offered by the District. Premium contribution levels by the Board and teachers shall be calculated in accordance with Article 17.2 of this Agreement.

ARTICLE 18 PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

18.1 TEACHING EXPERIENCE

Newly appointed teachers will be placed on a step of the salary schedule which corresponds to the experience level of the professional employee as determined below:

Teaching experience must be verified by documentary evidence from the school systems in which the experience was acquired. A maximum of five (5) years experience credit shall be given to professional employees new to the district, except that the Board, at its discretion, may grant additional credit on the basis of need.

18.2 SALARY SCHEDULE

The salary index and salary schedule shall be as set forth in Appendix "A" and "A-1" which is attached to and incorporated in this agreement. Such schedule shall be based on the calendar adopted by the Board.

Progression of a teacher through the salary schedule shall not be automatic. The Board may, upon recommendation of the Superintendent, withhold a teacher's advancement on the salary schedule provided that the provisions of this agreement have been fairly and justly administered and when his/her teaching performance has been established as unsatisfactory.

Eligibility for the lanes beyond the Masters' column requires academic graduate hours to be earned after completion of the Masters' Degree and in accordance with the guidelines for coursework and salary advancement.

No teacher may move more than one (1) vertical step annually. A teacher may move horizontally on the schedule once annually, provided the teacher submits to the district Personnel Office by December 1 an official transcript of graduate course work completed prior to the start of the school term.

18.3 MILEAGE - WITHIN AND OUTSIDE DISTRICT

Throughout the term of this Agreement, teachers shall be paid at the current mileage rate established by the I.R.S. for all approved mileage to perform their assigned duties within the district and outside the district, provided any change in the I.R.S. mileage rate shall become effective sixty (60) days after adoption of such change.

18.4 PAY DAYS - SCHOOL NOT IN SESSION

If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the regularly scheduled payroll date provided that during any

school recess period and during the summer period live checks may be mailed on the regular pay date to the designated address of the employee.

Teachers who so request in writing by May 1st shall receive all summer period pay on the next regularly scheduled payroll date following the last day of the school term. If summer pay is made by one check rather than multiple checks, then teachers' net pay shall not be affected.

18.5 SALARY BALANCE - UPON RESIGNATION

Any balance in the Board's contractual salary due to a teacher not returning to the district shall be paid on the next regularly scheduled payroll date following the last day of the school term unless otherwise provided by the written consent of the teacher.

18.6 PAYROLL DEDUCTIONS - ADDITIONAL

Authorization for payroll deductions, other than those required legally and by this agreement, shall be authorized by written consent of the teacher on a form supplied by the district.

18.7 ASSOCIATION - DUES DEDUCTION

The Board shall deduct from each teacher's pay the current dues of the Association, including the IEA and the NEA, provided that the Board has an employee-executed authorization for such dues deduction filed no later than October 15, the amount of which shall annually be certified by the Association by October 15. Such deductions shall be made from paychecks pursuant to Section 18.10. Upon receipt of any revocation, the Board shall notify the Association in writing of same. If a teacher resigns, retires, goes on leave, or is terminated, the Board shall deduct the unpaid portion of the annual dues from the employee's final paycheck. All dues deducted by the Board shall be remitted to the Association no later than ten (10) working days after such deductions are made. All dues shall be remitted by July 1. Any teacher employed after the start of the school term may file such authorization through January 10 and dues shall be deducted from the remaining paychecks. The Association shall hold the Board harmless for any sums deducted and/or transmitted pursuant to the provisions of this paragraph and indemnify the Board for the cost of any suit or action brought against the Board as a consequence of the Board proceeding under this paragraph.

18.8 PAYROLL INSTALLMENTS

Each teacher shall be paid on the basis of twenty-six (26) equal payments.

18.9 REMAINING SICK LEAVE AND PERSONAL LEAVE DAYS

The number of remaining sick leave and personal leave days credited to the individual teacher shall be available to teachers through a secure district web portal.

18.10 PAYROLL DEDUCTIONS - REMITTAL

Premiums for annuities, one direct payroll deposit in agreed upon banking facilities with direct payroll deposit, and other approved payroll deductions shall be remitted to the appropriate agency on each pay date, unless longer remittal periods are required under individual annuity agreements.

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

- a) The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
- b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

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

18.11 LONGEVITY

For the duration of the 2018-2022 Agreement, teachers repeating the top step of the M+15, M+30, M+45, M+60, and M+60+15 shall be afforded a longevity stipend of \$665. Such stipend will be paid for a maximum period of five (5) years of repeating the top step for lanes M+15, M+30, M+45, and M+60. Teachers who were repeating the top step of a lane and move to the next lane will not receive the longevity stipend of the new lane until they have repeated in that lane.

18.12 ASSOCIATION REIMBURSEMENTS

The Association shall reimburse the District for the cost of substitute teachers when employed for Association purposes. All such costs shall be billed directly to the Association and shall be reimbursed to the District within thirty (30) days of invoice.

ARTICLE 19 SUPPLEMENTAL PAY AND REGULATIONS

19.1 SUPPLEMENTAL JOBS - NEGOTIATED

If, during the term of the agreement, the Board shall reinstate or create any additional supplemental jobs, the Board shall notify the Association. The rate of pay shall be determined by the Board and upon negotiation of a successor agreement such rate of pay and the effective date thereof shall be negotiable.

19.2 SUPPLEMENTAL JOBS - ADDED TO SALARY SCHEDULE

- A. The supplemental pay schedule shall be as set forth in Appendix "B" which is attached to and incorporated into this agreement.
- B. No stipend will be paid for these assignments when a teacher performs these services in lieu of a full-time teaching schedule.
- C. Teachers shall be given the first opportunity to fill the supplemental pay jobs listed in Appendix "B".
- D. Supplemental job experience credit recognized for intramural/interscholastic coaching on the Supplemental Pay Scale shall refer to in-district experience for coaching or verifiable prior coaching in the same area outside the district.

19.3 SUPPLEMENTAL JOBS - PAYROLL PROCEDURES

Supplemental pay shall be added to the teacher's salary and paid in the paycheck each pay period. Stipends shall be paid in two installments: the first paychecks in December and in May, unless otherwise determined. Teachers who commit to stipend positions are agreeing to fulfill all responsibilities for the entire term of the stipend position. If a teacher can not fulfill the term of the stipend position, the stipend amount will be adjusted to reflect the portion of the stipend completed by the teacher.

19.4 SUPPLEMENTAL JOBS - ASSIGNED

Supplemental positions may be assigned to any teacher when no volunteers are available. If no qualified volunteer is available in the school at which the vacancy exists, the vacancy will be posted for other district employees who are qualified for the vacant position prior to the position being assigned. If no district employee or qualified volunteers are found to be available, such assignments shall be made equitable among qualified teachers at the school at which the vacancy exists. No full-time tenured teacher shall be required to accept a lunchroom supervision assignment for two (2) consecutive years.

19.5 SUPPLEMENTAL JOBS - POSTING

All vacant available supplemental jobs shall be posted. All persons interested in available supplemental jobs shall submit their interest to building principals. Whenever possible, supplemental jobs shall be assigned equally among interested persons. Consideration shall be made to teachers with specific qualifications.

ARTICLE 20 NEGOTIATION PROCEDURES

20.1 GOOD FAITH NEGOTIATIONS

Both parties agree to participate in good faith negotiations with the duly designated representatives of the Association and Board.

20.2 POWER TO NEGOTIATE

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 be presented respectively to the Board and Association for ratification.

20.3 COMMENCEMENT OF NEGOTIATIONS

Negotiations shall begin no later than April 1 for a successor agreement, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

20.4 FINAL APPROVAL

When the Association and Board reach tentative agreement on all matters being negotiated, the items shall be submitted to the membership of the Association for ratification and to the Board for official approval.

20.5 DECLARATION OF IMPASSE

If agreement is not reached on all items after a reasonable period of negotiations and within forty-five (45) days of the scheduled start of the forthcoming school year, either party may declare to the other in writing that an impasse exists and call for a mediator.

20.6 IMPASSE PROCEDURES

A. 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 mediator shall meet with the parties, or their representatives, or both, forthwith, either jointly or separately, and shall take such steps as (s)he may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement. If the Federal Mediation and Conciliation Service fails to appoint a mediator within three (3) weeks of the parties' request, the parties shall select a mediator from a list provided by the American Arbitration Association.

Nothing contained in this Section shall preclude the parties from mutually agreeing to any other person to act as a mediator.

B. If agreement cannot be reached through deliberations with a mediator, and if both parties shall agree in writing to the procedure, a fact-finder shall be selected by the American Arbitration Association (AAA) in accordance with its rules.

The fact-finder shall, within ten (10) days after being selected, meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations and hold hearings. The Board and the Association shall furnish the fact-finder, upon request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact-finder.

If the dispute is not settled prior thereto, the fact-finder shall within thirty (30) days after his/her selection, make findings of fact and recommend terms of settlement, which terms shall be advisory only. Any findings of fact and recommended terms of settlement shall be submitted in writing to the parties.

Within ten (10) days from receipt of the recommended terms of settlement, each party must notify the fact-finder, in writing, of its decision to accept or reject the recommendations of the fact-finder for settlement. If the written terms of settlement are not accepted, the reasons for non-acceptance must be included in the response.

If no agreement is reached within ten (10) days from receipt of the written report, the responses shall be added to the written report and copies shall be released to the public by the fact-finder.

C. The costs for the mediator or for the fact-finder (if one shall be agreed to) shall be equally shared by the Board and the Association.

ARTICLE 21 EFFECT OF AGREEMENT

21.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this agreement.

21.2 SAVINGS CLAUSE

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.

21.3 TERM OF AGREEMENT

This agreement shall be effective on the date of its execution provided Appendices "A" and "B" shall be in effect on the first teacher employment day of the 2018-2019 school term and shall expire on Monday, August 22, 2022.

Anything in this agreement to the contrary notwithstanding, all time limits measured from the beginning of the school term or school year shall be measured from the effective date of this agreement.

21.4 NO STRIKE ASSURANCES

During the term of this agreement, neither the Association nor any member of the bargaining unit, as described in Article 1.1 of this agreement, shall engage in, authorize, or instigate a strike, work slow-down, or other refusal to render full and complete services to the Board.

In the event that a violation of the preceding paragraph does occur, the Association shall be informed by the Board and shall make every reasonable effort to end said violation. If the violation continues, the person(s) responsible shall be subject to disciplinary action to be determined by the Board.

This Agreement is signed this 17th day of September, 2018.

In witness thereof:

For the Board of Education School District No. 58

Board President

Board Secretary

For the Downers Grove

Elementary Education Association

Association President

Negotiation Chair

APPENDIX A

DOWNERS GROVE GRADE SCHOOL DISTRICT 58 2018-2022 SALARY INDEX

	В	B+15	М	M+15	M+30	M+45	M+60	M+60+15
1	1.00	1.06	1.12	1.16	1.20			
2	1.05	1.11	1.19	1.23	1.27			
3	1.10	1,16	1.26	1.30	1.34			
4	1.15	1.21	1.33	1.37	1.41			
5	1.20	1.26	1.40	1.44	1.48			
6	1.24	1.31	1.47	1.51	1.55			
7	1.28	1.36	1.54	1.58	1.62			
8	1.32	1.41	1.61	1.65	1.69	1.79	1.88	
9	1.36	1.46	1.68	1.72	1.76	1.84	1.93	
10	1.40	1.51	1.75	1.79	1.83	1.90	1.98	
11		1.55	1.81	1.85	1.90	1.96	2.03	
12			1,.87	1.91	1.97	2.02	2.08	
13			1.93	1.97	2.04	2.08	2.13	
14			1.99	2.03	2.10	2.14	2.18	
15			2.05	2.09	2.16	2.19	2.23	
16				2.15	2.22	2.25	2.28	
17								2.31
18								2.36
19								2.41

APPENDIX A-1

			A	LIENDIA	Z-1						
	2018 - 2019 Salary Schedule										
Step	В	B+15	M	M+15	M+30	M+45	M+60	M+60+15			
1	45,590	48,326	51,062	52,885	54,709						
2	47,870	50,606	54,253	56,076	57,900						
3	50,150	52,885	57,444	59,268	61,092						
4	52,429	55,164	60,635	62,459	64,282						
5	54,709	57,444	63,827	65,650	67,474						
6	56,533	59,723	67,019	68,842	70,666						
7	58,356	62,003	70,209	72,033	73,857						
8	60,180	64,282	73,401	75,225	77,048	81,607	85,711				
9	62,003	66,562	76,592	78,415	80,239	83,887	87,990				
10	63,827	68,842	79,784	81,607	83,431	86,623	90,270				
11		70,666	82,519	84,343	86,623	89,358	92,549				
12			85,254	87,078	89,813	92,093	94,829				
13			87,990	89,813	93,005	94,829	97,108				
14			90,725	92,549	95,740	97,564	99,388				
15			93,460	95,284	98,476	99,844	101,667				
16			i	98,019	101,211	102,579	103,946				
17								105,315			
18								107,594			
19								109,874			

Employees who began the 2018-19 school year at the BA+8 and BA+24 lanes will continue to advance in that column based on the schedule below:

Step	B+8		B+24	
	1	46,958		49,694
	2	49,238		51,974
	3	51,517		54,253
	4	53,797		56,533
	5	56,078		58,812
	6	58,356		61,092
	7	60,635		63,371
	8	62,915		66,107
	9	65,194		68,842
	10	67,474		72,033
	11			75,225
	12			78,415

APPENDIX A-1

			AI	PENDIA.	A-1						
	2019 - 2020 SALARY SCHEDULE										
	В	B+15	M	M+15	M+30	M+45	M+60	M+60+15			
Ĩ	46,046	48,809	51,573	53,414	55,256						
2	48,349	51,112	54,796	56,637	58,479						
3	50,652	53,414	58,018	59,861	61,703						
4	52,953	55,716	61,241	63,084	64,925						
5	55,256	58,018	64,465	66,307	68,149						
6	57,098	60,320	67,689	69,530	71,373						
7	58,940	62,623	70,911	72,753	74,596						
8	60,782	64,925	74,135	75,977	77,818	82,423	86,568				
9	62,623	67,228	77,358	79,199	81,041	84,726	88,870				
10	64,465	69,530	80,582	82,423	84,265	87,489	91,173				
11		71,373	83,344	85,186	87,489	90,252	93,474				
12			86,107	87,949	90,711	93,014	95,777				
13			88,870	90,711	93,935	95,777	98,079				
14			91,632	93,474	96,697	98,540	100,382				
15			94,395	96,237	99,461	100,842	102,684				
16				98,999	102,223	103,605	104,985				
17								106,368			
18								108,670			
19								110,973			

Employees who began the 2018-19 school year at the BA+8 and BA+24 lanes will continue to advance in that column based on the schedule below:

B+8

B+24

	B+8	B+24
1	47,428	50,191
2	49,730	52,494
3	52,032	54,796
4	54,335	57,098
5	56,637	59,400
6	58,940	61,703
7	61,241	64,005
8	63,544	66,768
9	65,846	69,530
10	68,149	72,753
11		75,977
12		79,199

APPENDIX A-1

			2020 - 1	2021 SALA	ARY SCHI	EDULE		
	В	B+15	М	M+15	M+30	M+45	M+60	M+60+15
1	47,036	49,858	52,682	54,562	56,444			
2	49,389	52,211	55,974	57,855	59,736			
3	51,741	54,562	59,265	61,148	63,030			
4	54,091	56,914	62,558	64,440	66,321			
5	56,444	59,265	65,851	67,733	69,614			
6	58,326	61,617	69,144	71,025	72,908			
7	60,207	63,969	72,436	74,317	76,200			
8	62,089	66,321	75,729	77,611	79,491	84,195	88,429	
9	63,969	68,673	79,021	80,902	82,783	86,548	90,781	
10	65,851	71,025	82,315	84,195	86,077	89,370	93,133	
11		72,908	85,136	87,017	89,370	92,192	95,484	
12			87,958	89,840	92,661	95,014	97,836	
13			90,781	92,661	95,955	97,836	100,188	
14			93,602	95,484	98,776	100,659	102,540	
15			96,424	98,306	101,599	103,010	104,892	
16				101,127	104,421	105,833	107,242	
17								108,65
18								111,00
19								113,35

Employees who began the 2018-19 school year at the BA+8 and BA+24 lanes will continue to advance in that column based on the schedule below:

	B+8	B+24
1	18,118	51,270
2	50,799	53,623
3	53,151	55,974
4	55,503	58,326
5	57,855	60,677
6	60,207	63,030
7	62,558	65,381
8	64,910	68,204
9	67,262	71,025
10	69,614	74,317
11		77,611
12		80,902

APPENDIX A-1

		N 841	2021 - 2	2022 SALA	ARY SCHI	EDULE		
	В	B+15	M	M+15	M+30	M+45	M+60	M+60+15
1	48,377	51,279	54,183	56,117	58,053			
2	50,797	53,699	57,569	59,504	61,438			
3	53,216	56,117	60,954	62,891	64,826			
4	55,633	58,536	64,341	66,277	68,211			
5	58,053	60,954	67,728	69,663	71,598			
6	59,988	63,373	71,115	73,049	74,986			
7	61,923	65,792	74,500	76,435	78,372			
8	63,859	68,211	77,887	79,823	81,756	86,595	90,949	
9	65,792	70,630	81,273	83,208	85,142	89,015	93,368	_
10	67,728	73,049	84,661	86,595	88,530	91,917	95,787	
11		74,986	87,562	89,497	91,917	94,819	98,205	
12			90,465	92,400	95,302	97,722	100,624	
13			93,368	95,302	98,690	100,624	103,043	
14			96,270	98,205	101,591	103,528	105,462	
15			99,172	101,108	104,495	105,946	107,881	
16				104,009	107,397	108,849	110,298	
17								111,752
18								114,170
19								116,590

Employees who began the 2018-19 school year at the BA+8 and BA+24 lanes will continue to advance in that column based on the schedule below:

	B+8	B+24
1	49,829	52,731
2	52,247	55,151
3	54,666	57,569
4	57,085	59,988
5	59,504	62,406
6	61,923	64,826
7	64,341	67,244
8	66,760	70,148
9	69,179	73,049
10	71,598	76,435
11		79,823
12		83,208

APPENDIX B 2018-2022 SUPPLEMENTARY PAY SCALE

	2018-19	2019-20	2020-21	2021-22
Band Director	\$2,934	\$2,963	\$2,993	\$3,023
Associate Band Director	\$1,691	\$1,708	\$1,725	\$1,742
Jazz Band Director	\$2,360	\$2,384	\$2,408	\$2,432
Cheerleader/Spirit Club 1-3 yrs.	\$1,587	\$1,603	\$1,619	\$1,635
4-6 yrs.	\$1,678	\$1,694	\$1,711	\$1,728
7+ yrs.	\$1,766	\$1,784	\$1,802	\$1,820
Crowd Control (per game)	\$42	\$43	\$43	\$44
Choir Director	\$1,470	\$1,484	\$1,499	\$1,514
Chamber Choir Director	\$2,360	\$2,384	\$2,408	\$2,432
DGCC Director	\$1,470	\$1,484	\$1,499	\$1,514
Clubs Elementary (3/bldg)	\$702	\$709	\$716	\$723
Clubs Middle School (6/bldg)	\$702	\$709	\$716	\$723
Elementary Lunchroom Suprv (per sem)	\$2,360	\$2,384	\$2,408	\$2,432
Elementary Student Council	\$865	\$873	\$882	\$891
Student enroll > 425 may split	\$1,283	\$1,296	\$1,308	\$1,322
Internal Substitution	\$33	\$34	\$34	\$34
Basketball/Volleyball (120 hours)				
1-3 yrs.	\$2,994	\$3,024	\$3,054	\$3,084
4-6 yrs.	\$3,185	\$3,216	\$3,249	\$3,281
7+ yrs.	\$3,374	\$3,408	\$3,442	\$3,477
Track (80 hours)				
1-3 yrs.	\$2,132	\$2,153	\$2,175	\$2,197
4-6 yrs.	\$2,266	\$2,289	\$2,312	\$2,335
7+ yrs.	\$2,404	\$2,428	\$2,452	\$2,477

	2018-19	2019-20	2020-21	2021-22
Cross Country (90 hours)				
1 - 3 yrs.	\$2,243	\$2,266	\$2,288	\$2,311
4 - 6 yrs.	\$2,387	\$2,410	\$2,435	\$2,459
7+ yrs.	\$2,532	\$2,557	\$2,583	\$2,609
Intramural Hourly Rate				
1 - 3 yrs.	\$26	\$27	\$27	\$27
4 - 6 yrs.	\$28	\$29	\$29	\$29
7+ yrs.	\$29	\$30	\$30	\$30
Medication Volunteer	\$558	\$563	\$569	\$574
Mentor (1 year position)	\$1,322	\$1,335	\$1,349	\$1,362
Middle School Dept. Leader	\$1,511	\$1,526	\$1,541	\$1,557
MS Lunch Supervisor (per sem)	\$1,525	\$1,540	\$1,556	\$1,571
Middle School Newspaper	\$1,024	\$1,034	\$1,045	\$1,055
Middle School Operetta	\$1,586	\$1,602	\$1,618	\$1,634
Middle School Athletic Director				
1 - 4 yrs.	\$2,597	\$2,623	\$2,649	\$2,675
5+ yrs.	\$2,753	\$2,781	\$2,809	\$2,837
Middle School Student Council				
1 - 4 yrs.	\$2,720	\$2,747	\$2,775	\$2,802
5+ yrs.	\$2,885	\$2,913	\$2,943	\$2,972
Middle School Yearbook Advisor	\$1,391	\$1,405	\$1,419	\$1,433
Associate Orchestra Director	\$1,641	\$1,658	\$1,674	\$1,691
Orchestra Director	\$2,933	\$2,962	\$2,992	\$3,022
Chamber Strings Director	\$2,360	\$2,384	\$2,408	\$2,432

	2018-19	2019-20	2020-21	2021-22
Outdoor Education (per day)	\$143	\$145	\$146	\$148
Safety Patrol Director	\$685	\$692	\$699	\$706
Scorekeeper/Timer (per game)	\$42	\$43	\$43	\$44
Staff Development Presenter (per day)	\$375	\$378	\$382	\$386
Teacher in Charge	\$375	\$378	\$382	\$386
Workshop Presenter (per hour)	\$28	\$29	\$29	\$29
Summer Inservice (2nd year teachers)	\$174	\$175	\$177	\$179

APPENDIX C

DOWNERS GROVE GRADE SCHOOL DISTRICT 58 PERFORMANCE RATINGS for Summative Evaluations

The level of expertise a teacher demonstrates will be determined in relation to the *Illinois Professional Teaching Standards* and aligned to the *Framework for Teaching Proficiency*, as outlined in the Teacher Evaluation Rubric and Summative Evaluation Form included in this section. The Summative Evaluation Rating will be determined through the use of both formal and informal observations, feedback, reflection on teaching and student learning, and open communication and collaboration between the teacher and the evaluator.

Excellent

Documented observations reveal performance of a commendable quality. Multiple strengths in many skill areas outlined in the Teacher Evaluation Rubric are noted. Any identified weaknesses may be improved without the formal intervention of an administrator. The teacher positively impacts students and the school environment.

Proficient

Documented observations reveal a strong understanding and consistent application of the skills outlined in the Teacher Evaluation Rubric. Identified weaknesses may be improved by the teacher or by the teacher in consultation with the administrator.

Needs Improvement

Documented observations reveal weaknesses in areas of the Teacher Evaluation Rubric that will require direct intervention by an administrator. Continued performance at a level below expectations would have a negative impact upon students and the school environment.

Unsatisfactory

Documented observations reveal significant weaknesses in areas of the Teacher Evaluation Rubric and require direct intervention by an administrator. Continued performance at a level below expectations would have a negative impact upon students and the school environment.

Downers Grove Grade School District 58 - Summative Evaluation Form Teacher's Name: _____ Evaluator's Name: _____ Requirements and Log of Important Dates Required Observations: • Probationary Teachers - At least two (2) formal observations (once each semester) and at least one (1) informal observation during each probationary year • Tenured Teachers – At least two (2) observations, one of the observations must be formal, during the evaluation cycle Date of Pre-Observation Conference: Date of Formal Observation: Date of Post-Observation Conference: Date Written Feedback was Provided: Date of Pre-Observation Conference: Date of Formal Observation: Date of Post-Observation Conference: Date Written Feedback was Provided: Date of Informal Observation(s): Date of Summative Evaluation Conference: (The formal evaluation process must be completed, including the Summative Evaluation Conference, by March 15th for probationary teachers and May 1st for tenured teachers.) Framework for Teaching

Domain 1: Planning and Preparation – Six (6) Components

Domain 2: Classroom Environment – Five (5) Components

Domain 3: Instruction – Five (5) Components

Domain 4: Professional Responsibilities – Six (6) Components

Downers Grove Grade School District 58 - Summative Evaluation Form Teacher's Name: _____ Evaluator's Name: FRAMEWORK FOR TEACHING - Summary of Ratings Domain 1: Planning and Preparation Level 4 | Level 3 Level 2 | Level 1 Domain Rating: Component 1a: Demonstrating Knowledge of Content and Principles of Instruction Component 1b: Demonstrating Knowledge of Students Component 1c: Setting Instructional Outcomes Component 1d: Demonstrating Knowledge of Resources Component 1e: Designing Coherent Instruction Component 1f: Designing Student Assessments **Domain 2: The Classroom Environment** Level 4 Level 3 Level 2 Level 1 **Domain Rating:** Component 2a: Creating an Environment of Respect and Rapport Component 2b: Establishing a Culture for Learning Component 2c: Managing Classroom Procedures Component 2d: Managing Student Behavior Component 2e: Organizing Physical Space

Downers Grove Grade School District 58 - Summative Evaluation Form Teacher's Name: _____ Evaluator's Name: _____ FRAMEWORK FOR TEACHING - Summary of Ratings **Domain 3: Instruction** Level 4 Level 3 Level 2 Level 1 **Domain Rating:** Component 3a: Communicating with Students Component 3b: Using Questioning and Discussion Techniques Component 3c: Engaging Students in Learning Component 3d: Using Assessment in Instruction Component 3e: Demonstrating Flexibility and Responsiveness **Domain 4: Professional Responsibilities** Level 4 Level 3 | Level 2 Level 1 **Domain Rating:** Component 4a: Reflecting on Teaching Component 4b: Maintaining Accurate Records Component 4c: Communicating with Families Component 4d: Participating in a Professional Community Component 4e: Growing and Developing Professionally Component 4f: Showing Professionalism

Downers Grove Grade School District 58 - Summative Evaluation Form

Teacher's Name:		
Evaluator's Name:		

Individual Domain Ratings:

Excellent – At least half of the components of the Domain rated as Level 4, with the remaining components rated no lower than Level 3. Therefore, at least three (3) components in the Domain must be rated Level 4, with the remaining components being rated Level 3.

Proficient – No more than one (1) component in the Domain rated as Level 2, with the remaining components rated as Level 3 or Level 4.

Needs Improvement – More than one (1) component in the Domain rated as Level 2, with the remaining components rated as Level 3 or Level 4.

Unsatisfactory – Any component rated as Level 1

Professional Practice Rating (All 4 Domains):

Excellent – Excellent rating in two or more of the Domains, with the remaining Domains rated as Proficient.

Proficient – No more than one (1) Domain rated as Needs Improvement, with the remaining domains rated as Proficient or Excellent.

Needs Improvement – More than one (1) Domain rated as Needs Improvement, with the remaining Domains rated as Proficient or Excellent.

Unsatisfactory – Any Domain rated as Unsatisfactory

Student Academic Growth will be 30% of the Overall Summative Rating. The Framework for Teaching will be 70% of the Overall Summative Rating.

Growth Expectations and Evaluation Ratings:

Summative Student Growth Performance Rating Scale (ISBE)

80% or more students achieving goal = Excellent (4)

60-79% of the students achieving goal = Proficient (3)

40-59% of the students achieving goal = Needs Improvement (2)

Below 40% of the students achieving goal = Unsatisfactory (1)

Downers Grove Grade School District 58 - Summative Evaluation

I eacher's Name:				
Evaluator's Name:				
Student Growth Goals				
Two Goals Required Maximum of 3 Goals	ως.	Teacher Selected Weight (totals 100%)	Actual Outcome Rating (4 - 1)	Multiply percentage by the rating of each goal.
Goal #1 -				
Goal #2 -				
			Total:	
			Rating:	
Student Growth Rating:	4.0 - 3.5 = Excel	llent	$3.4 - 2.5 = P_1$	oficient
(Circle the Rating)	2.4 - 1.5 = Need	s Improvement	$1.4 - 1.0 = U_1$	nsatisfactory
Professional Practice Ratio	ıg:			
Excelle	nt	Profi	icient	
Needs I	Improvement	Unsa	tisfactory	

Calculation for Summative Evaluation Rating

DISTRICT 58	← Professional Practice Rating →				
Student Growth Rating \	Excellent	Proficient	Needs Improvement	Unsatisfactory	
Excellent	Excellent	Proficient	Proficient	Needs Improvement	
Proficient	Excellent	Proficient	Needs Improvement	Needs Improvement	
Needs Improvement	Proficient	Proficient	Needs Improvement	Unsatisfactory	
Unsatisfactory	Proficient	Needs Improvement	Needs Improvement	Unsatisfactory	

Downers Grove Grade School District 58 - Summative Evaluation

Teacher's Name:			
Evaluator's Name:			
FINAL SUMMATIVE RAT	ING (Professional Practice	+ Student Growth)	
School Year:	Excellent Proficient	Needs Improvement Unsatisfactory	
*Teacher's Signature:		Date:	
Evaluator's Signature:		Date:	
*The teacher's signature is to vevaluation with the building pr	-	nd discussed the above summative opresentative.	

Developed by the District 58 Teacher Evaluation Subcommittee – April 2014

Domain 1 - Planning and Preparation

1a: Demonstrating Knowledge of Content and Principles of Instruction

- Knowledge of content and the structure of the discipline
- Knowledge of prerequisite relationships
- Knowledge of content-related instructional strategies

1b: Demonstrating Knowledge of Students

- Knowledge of child and adolescent development
- Knowledge of the learning process
- Knowledge of students' skills, knowledge, and language proficiency
- Knowledge of students' interests and cultural heritage
- Knowledge of students' special needs

1c: Setting Instructional Outcomes

- Value, sequence, alignment
- Clarity
- Balance
- Suitability for diverse students

1d: Demonstrating Knowledge of Resources

- Resources for classroom use
- Resources to extend content knowledge and instructional strategies
- Resources for students

1e: Designing Coherent Instruction

- Learning activities
- Instructional materials and resources
- Instructional groups
- Lesson and unit structure

1f: Designing Student Assessments

- Congruence with instructional outcomes
- Criteria and standards
- Design of formative assessments
- Use for planning

Domain 1 Planning and Preparation	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component 1a: Demonstrating Knowledge of Content and Principles of Instruction	The teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines. The teacher demonstrates understanding of prerequisite relationships among topics and concepts and understands the link to necessary cognitive structures that ensure student understanding. The teacher's plans and practice reflect familiarity with a wide range of effective instructional approaches in the discipline and the ability to anticipate student misconceptions.	The teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another. The teacher demonstrates accurate understanding of prerequisite relationships among topics. The teacher's plans and practice reflect familiarity with a wide range of effective instructional approaches in the subject.	The teacher is familiar with the important concepts in the discipline but displays a lack of awareness of how these concepts relate to one another. The teacher indicates some awareness of prerequisite learning, although such knowledge may be inaccurate or incomplete. The teacher's plans and practice reflect a limited range of instructional approaches to the discipline or to the students.	In planning and practice, the teacher makes content errors or does not correct errors made by students. The teacher displays little understanding of prerequisite knowledge that is important to student learning of the content. The teacher displays little or no understanding of the range of instructional approaches suitable to student learning of the content.
Component 1b: Demonstrating Knowledge of Students	The teacher understands the active nature of student learning and acquires information about levels of development for individual students. The teacher also systematically acquires knowledge from several sources about individual students' varied approaches to learning, knowledge and skills, special needs, interests and cultural heritages.	The teacher understands the active nature of student learning and attains information about levels of development for groups of students. The teacher also purposefully acquires knowledge from several sources about groups of students' varied approaches to learning, knowledge and skills, special needs, interests, and cultural heritages.	The teacher displays generally accurate knowledge of how students learn and of their varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages, yet may apply this knowledge not to individual students but to the class as a whole.	The teacher displays minimal understanding of how students learn—and little knowledge of their varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages—and does not indicate that such knowledge is valuable.

Domain 1 Planning and Preparation	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component 1c: Setting Instructional Outcomes	All outcomes represent high-level learning in the discipline. They are clear, are written in the form of student learning, and permit viable methods of assessment. Outcomes reflect several different types of learning and, where appropriate, represent both integration and coordination. Outcomes are differentiated in whatever is needed for individual students.	Most outcomes represent rigorous and important learning in the discipline and are clear, are written in the form of student learning, and suggest viable methods of assessment. Outcomes reflect several different types of learning and opportunities for coordination, and they are differentiated, in whatever way is needed, for different groups of students.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but the teacher has made no effort at coordination or integration. Outcomes, based on global assessments of student learning, are suitable for most of the students in the class.	The outcomes represent low expectations for students and lack of rigor, and not all of these outcomes reflect important learning in the discipline. They are stated as student activities, rather than as outcomes for learning. Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.
Component 1d: Demonstrating Knowledge of Resources	The teacher's knowledge of resources for classroom use and for extending one's professional skill is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.	The teacher displays awareness of resources beyond those provided by the school or district, including those on the Internet, for classroom use and for extending one's professional skill, and secks out such resources.	The teacher displays some awareness of resources beyond those provided by the school or district for classroom use and for extending one's professional skill but does not seek to expand this knowledge.	The teacher is unaware of resources to assist student learning beyond materials provided by the school or district, nor is the teacher aware of resources for expanding one's own professional skill.

Domain 1 Planning and Preparation	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component le: Designing Coherent Instruction	The progression of learning activities follows a coherent sequence, is aligned to instructional goals, and is designed to engage students in high-level cognitive activity. These are appropriately differentiated for individual learners. Instructional groups are varied appropriately, with some opportunity for student choice.	Most of the learning activities are aligned with the instructional outcomes and follow an organized progression suitable to groups of students. The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students and varied use of instructional groups.	Some of the learning activities and materials are aligned with the instructional outcomes and represent moderate cognitive challenge, but with no differentiation for different students. Instructional groups partially support the activities, with some variety. The lesson or unit has a recognizable structure; but the progression of activities is uneven, with only some reasonable time allocations.	Learning activities are poorly aligned with the instructional outcomes, do not follow an organized progression, are not designed to engage students in active intellectual activity, and have unrealistic time allocations. Instructional groups are not suitable to the activities and offer no variety.
Component 1f: Designing Student Assessments	All the instructional outcomes may be assessed by the proposed assessment plan, with clear criteria for assessing student work. The plan contains evidence of student contribution to its development. Assessment methodologies have been adapted for individual students as the need has arisen. The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information.	All the instructional outcomes may be assessed by the proposed assessment plan; assessment methodologics may have been adapted for groups of students. Assessment criteria and standards are clear. The teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.	Assessment procedures are partially congruent with instructional outcomes. Assessment criteria and standards have been developed, but they are not clear. The teacher's approach to using formative assessment is rudimentary, including only some of the instructional outcomes.	Assessment procedures are not congruent with instructional outcomes and lack criteria by which student performance will be assessed. The teacher has no plan to incorporate formative assessment in the lesson or unit.

Domain 2: The Classroom Environment

2a: Creating an Environment of Respect and Rapport

- Teacher interactions with students, including both words and actions
- Student interactions with other students, including both words and actions

2b: Establishing a Culture for Learning

- Importance of the content and of learning
- Expectations for learning and achievement
- Student pride in work

2c: Managing Classroom Procedures

- Management of instructional groups
- Management of transitions
- Management of materials and supplies
- Performance of classroom routines

2d: Managing Student Behavior

- Expectations
- Monitoring of student behavior
- Response to student misbehavior

2e: Organizing Physical Space

- Safety and accessibility
- Arrangement of furniture and use of physical resources

Domain 2 Classroom Environment	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component 2a: Creating an Environment of Respect and Rapport	Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals. Students exhibit respect for the teacher and contribute high levels of civility among all members of the class. The net result of interactions is that of connections with students as individuals.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students. Students exhibit respect for the teacher. Interactions among students are generally polite and respectful. The teacher responds successfully to disrespectful behavior among students. The net result of interactions is polite and respectful, but business-like.	Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. The teacher attempts to respond to disrespectful behavior, but with uneven results. The net result of the interactions is neutral: conveying neither warmth nor conflict.	Patterns of classroom interactions both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultures, and developmental levels. Interactions include sarcasm, put-downs, or conflict. The teacher does not deal with disrespectful behavior.
Component 2b: Establishing a Culture for Learning	The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning by all students and insists on hard work; students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.	The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning the norm for most students. The teacher conveys that, with hard work students can be successful; students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning and hard work.	The classroom culture is characterized by little commitment to learning by the teacher or students. The teacher appears to be only "going through the motions," and students indicate that they are interested in completion of a task rather than quality. The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy in the task at hand. Hard work is not expected or valued. Medium to low expectations for student achievement are the norm, with high expectations for learning reserved for only a few students.

Domain 2 Classroom Environment	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component 2c: Managing Classroom Procedures	Instructional time is maximized due to efficient classroom routines and procedures. Students contribute to the management of instructional groups, transitions, and/or the handling of materials and supplies. Routines are well understood and may be initiated by students. The teacher takes responsibility for providing supervision and direction for volunteers and instructional assistants who are working with the students.	There is little loss of instructional time due to effective classroom routines and procedures. The teacher's management of instructional groups and/or the handling of materials and supplies is consistently successful. With minimal guidance and prompting, students follow established classroom routines. The teacher takes responsibility for providing supervision and direction for volunteers and instructional assistants who are working with the students.	Some instructional time is lost due to only partially effective classroom routines and procedures. The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, leading to some disruption of learning. With regular guidance and prompting, students follow established routines.	Much instructional time is lost due to inefficient classroom routines and procedures. There is little or no evidence of the teacher managing instructional groups, transitions, and/or the handling of supplies effectively. There is little evidence that students know or follow established routines.
Component 2d: Managing Student Behavior	Student behavior is entirely appropriate. Students take an active role in monitoring their own behavior and that of other students against standards of conduct. The teacher's monitoring of student behavior is subtle and preventive. The teacher's response to student misbehavior is sensitive to individual student needs and respects student dignity.	Student behavior is generally appropriate. The teacher monitors student behavior against established standards of conduct. The teacher's response to student misbehavior is consistent, appropriate and respectful to students, and effective.	Standards of conduct appear to have been established, but their implementation is inconsistent. The teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior. There is inconsistent implementation of the standards of conduct.	There appear to be no established standards of conduct and little or no teacher monitoring of student behavior. Students challenge the standards of conduct. Response to student misbehavior is repressive, or disrespectful of student dignity.

Domain 2 Classroom Environment	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component 2e: Organizing Physical Space	The classroom environment is safe and learning is accessible to all students, including those with special needs. The teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities. Students contribute to the use or adaptation of the physical environment to advance learning.	The classroom is safe, and students have equal access to learning activities; the teacher ensures that the furniture arrangement is appropriate to the learning activities and uses physical resources, including computer technology, effectively.	The classroom is safe and essential learning is accessible to most students. The teacher makes modest use of physical resources, including computer technology. The teacher attempts to adjust the classroom furniture for a lesson or, if necessary, to adjust the lesson to the furniture, but with limited effectiveness.	The classroom environment is unsafe, or learning is not accessible to many. There is poor alignment between the arrangement of furniture and resources, including computer technology, and the lesson activities.

Domain 3: Instruction

3a: Communicating with Students

- Expectations for learning
- Directions for activities
- Explanations of content
- Use of oral and written language

3b: Using Questioning and Discussion Techniques

- Quality of questions and prompts
- Discussion techniques
- Student participation

3c: Engaging Students in Learning

- Activities and assignments
- Grouping of students
- Instructional materials and resources
- Structure and pacing

3d: Using Assessment in Instruction

- Assessment criteria
- Monitoring of student learning
- Feedback to students
- Student self-assessment and monitoring of progress

3e: Demonstrating Flexibility and Responsiveness

- Lesson adjustment
- Response to students
- Persistence to seek alternate approaches

Domain 3 Instruction	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component 3a: Communicating with Students	The teacher links the instructional purpose of the lesson to the larger curriculum; the directions and procedures are clear and anticipate possible student misunderstanding. The teacher's explanation of content is thorough and clear, developing conceptual understanding through clear scaffolding and connecting with students' interests. Students contribute to extending the content by explaining concepts to their classmates and suggesting strategies that might be used. The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies, both within the discipline and for more general use. Students contribute to the correct use of academic vocabulary.	The instructional purpose of the lesson is clearly communicated to students, including where it is situated within broader learning; directions and procedures are explained clearly and may be modeled. The teacher's explanation of content is scaffolded, clear, and accurate and connects with students' knowledge and experience. During the explanation of content, the teacher focuses, as appropriate, on strategies students can use when working independently and invites student intellectual engagement. The teacher's spoken and written language is clear and correct and is suitable to students' ages and interests. The teacher's use of academic vocabulary is precise and serves to extend student understanding.	The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion. The teacher's explanation of the content may contain minor errors; some portions are clear, others difficult to follow. The teacher's explanation does not invite students to engage intellectually or to understand strategies they might use when working independently. The teacher's spoken language is correct but uses vocabulary that is either limited or not fully appropriate to the students' ages or backgrounds. The teacher rarely takes opportunities to explain academic vocabulary.	The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing. The teacher's explanation of the content contains major errors and does not include any explanation of strategies students might use. The teacher's spoken or written language contains errors of grammar or syntax. The teacher's academic vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.
Component 3b: Using Questioning and Discussion Techniques	The teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition. Students formulate many questions, initiate topics, challenge one another's thinking, and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion.	While the teacher may use some low-level questions, he or she poses questions designed to promote student thinking and understanding. The teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate. The teacher challenges students to justify their thinking and successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.	The teacher's questions lead students along a single path of inquiry, with answers seemingly determined in advance. Alternatively, the teacher attempts to ask some questions designed to engage students in thinking, but only a few students are involved. The teacher attempts to engage all students in the discussion, to encourage them to respond to one another, and to explain their thinking, with uneven results.	The teacher's questions are of low cognitive challenge, with single correct responses, and asked in rapid succession, Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers; the teacher accepts all contributions without asking students to explain their reasoning. Only a few students participate in the discussion.

Domain 3 Instruction	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component 3c: Engaging Students in Learning	Virtually all students are intellectually engaged in challenging content, through well-designed learning tasks and activities that require complex thinking by students. The teacher provides suitable scaffolding and challenges students to explain their thinking. There is evidence that some student initiation of inquiry and student contributions to the exploration of important content; students may serve as resources for one another. The lesson has a clearly defined structure, and the pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning.	The learning tasks and activities are fully aligned with the instructional outcomes and are designed to challenge student thinking, inviting students to make their thinking visible. This technique results in active intellectual engagement by most students with important and challenging content and with teacher scaffolding to support that engagement. The groupings of students are suitable to the activities. The lesson has a clearly defined structure and the pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.	The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students and little opportunity for them to explain their thinking, allowing most students to be passive or merely compliant. The lesson has a recognizable structure; however, the pacing of the lesson may not provide students the time needed to be intellectually engaged or may be so slow that many students have a considerable amount of "downtime."	The learning tasks and activities, materials, and resources are poorly aligned with the instructional outcomes, or require only rote responses, with only one approach possible. The groupings of students are unsuitable to the activities. The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed.
Component 3d: Using Assessment in Instruction	Assessment is fully integrated into instruction, through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Questions and assessments are used regularly to diagnose evidence of learning by individual students. A variety of forms of feedback, from both teacher and peers, is accurate and specific and advances learning. Students self-assess and monitor their own progress. The teacher successfully differentiates instruction to address individual students' misunderstandings.	Students appear to be aware of the assessment criteria, and the teacher monitors student learning for groups of students. Questions and assessments are regularly used to diagnose evidence of learning. Teacher feedback to groups of students is accurate and specific; some students engage in self-assessment.	Students appear to be only partially aware of the assessment criteria, and the teacher monitors student learning for the class as a whole. Questions and assessments are rarely used to diagnose evidence of learning. Feedback to students is general, and few students assess their own work.	Students do not appear to be aware of the assessment criteria, and there is little or no monitoring of student learning; feedback is absent or of poor quality. Students do not engage in self- or peer assessment.

Domain 3 Instruction	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component 3e: Demonstrating Flexibility and Responsiveness	The teacher seizes an opportunity to enhance learning, building on a spontaneous event or students' interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings. Using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community, the teacher persists in seeking effective approaches for students who need help.	The teacher successfully accommodates students' questions and interests. Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning. If impromptu measures are needed, the teacher makes a minor adjustment to the lesson and does so smoothly.	The teacher accepts responsibility for the success of all students but has only a limited repertoire of strategies to use. Adjustment of the lesson in response to assessment is minimal or ineffective.	The teacher ignores students' questions; when students have difficulty learning, the teacher blames them or their home environment for their lack of success. The teacher makes no attempt to adjust the lesson even when students don't understand the content.

Domain 4: Professional Responsibilities

4a: Reflecting on Teaching

- Accuracy
- Use in future teaching

4b: Maintaining Accurate Records

- Student completion of assignments
- Student progress in learning
- Non-instructional records

4c: Communicating with Families

- Information about the instructional program
- Information about individual students
- Engagement of families in the instructional program

4d: Participating in a Professional Community

- Relationships with colleagues
- Involvement in a culture of professional inquiry
- Service to the school
- Participation in school and district projects

4e: Growing and Developing Professionally

- Enhancement of content knowledge and skill in instructional strategy
- Receptivity to feedback from colleagues
- Service to the profession

4f: Showing Professionalism

- Integrity and ethical conduct
- Service to students
- Advocacy
- Decision making
- Compliance with school and district regulations

Domain 4 Professional Responsibilities	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component 4a: Reflecting on Teaching	The teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each. Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with the probable success of different courses of action.	The teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment. The teacher makes a few specific suggestions of what could be tried another time the lesson is taught.	The teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met. The teacher makes general suggestions about how a lesson could be improved.	The teacher does not know whether a lesson was effective or achieved its instructional outcomes, or the teacher profoundly misjudges the success of a lesson. The teacher has no suggestions for how a lesson could be improved.
Component 4b: Maintaining Accurate Records	The teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective. Students may contribute information and participate in maintaining the records as appropriate.	The teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.	The teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective. The teacher's records for non-instructional activities are adequate but inefficient.	The teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray.
Component 4c: Communicating with Families	The teacher communicates frequently with families in a culturally sensitive manner, with students contributing to the communication. The teacher's efforts to engage families in the instructional program are frequent and successful.	The teacher provides frequent and appropriate information to families about the instructional program and conveys information about individual student progress in a culturally sensitive manner. The teacher makes some attempts to engage families in the instructional program.	The teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. The communication that does take place may not be culturally sensitive to those families.	The teacher provides little information about the instructional program to families; the teacher's communication about students' progress is minimal. The teacher does not respond, or responds insensitively, to parental concerns.

Domain 4 Professional Responsibilities	Level 4 Basic Description	Level 3 Basic Description	Level 2 Basic Description	Level 1 Basic Description
Component 4d: Participating in a Professional Community	The teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty. The teacher takes a leadership role in promoting a culture of professional inquiry.	The teacher's relationships with colleagues are characterized by mutual support and cooperation; the teacher actively participates in a culture of professional inquiry. The teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.	The teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires. The teacher participates in the school's culture of professional inquiry when invited or specifically asked to do so.	The teacher's relationships with colleagues are negative or self-serving. The teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved. The teacher avoids becoming involved in school events or school and district projects.
Component 4e: Growing and Developing Professionally	The teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research. The teacher solicits feedback on practice from both supervisors and colleagues. The teacher initiates important activities to contribute to the profession.	The teacher seeks out opportunities for professional development to enhance content knowledge and skill. The teacher actively engages with colleagues and supervisors in professional conversation about practice, including feedback about practice.	The teacher participates to a limited extent in professional activities when they are convenient. The teacher engages in a limited way with colleagues and supervisors in professional conversation about practice, including some feedback on teaching performance.	The teacher engages in no professional development activities to enhance knowledge or skill. The teacher resists feedback on teaching performance from either supervisors or more experienced colleagues. The teacher makes no effort to share knowledge with others or to assume professional responsibilities.
Component 4f: Showing Professionalism	The teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues. The teacher is highly proactive in serving students, seeking out resources when needed. The teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school.	The teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public. The teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed. The teacher maintains an open mind in team or departmental decision-making.	The teacher is honest in interactions with colleagues, students, and the public. The teacher's attempts to serve students are inconsistent, and unknowingly contribute to some students being ill served by the school. The teacher must be reminded by supervisors about complying with school and district regulations	The teacher displays dishonesty in interactions with colleagues, students, and the public. The teacher is not alert to students' needs and contributes to school practices that result in some students being ill served by the school. The teacher does not comply with school and district regulations.

APPENDIX D

SELECTION AND CHALLENGE OF INSTRUCTIONAL MATERIALS

The school board is responsible for purchasing all instructional materials and recognizes the need for students to have access to many different types of media. The board also recognizes the responsibility of teachers and administrators to select books and other materials in accord with current practices in education and to make them available in the schools. It is, therefore, the policy of this district to require that materials selected for our schools be in accord with the following criteria.

Selection of Instructional Materials

Instructional materials (library and supplementary, textbook, print and non-print) will be selected in accordance with the following principles.

- A. Provide materials that will enrich and support the curriculum taking into consideration the varied interests, abilities and maturity levels of the pupils served.
- B. Provide materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.
- C. Provide a background of information which will enable pupils to make intelligent judgments in their daily lives.
- D. Provide materials on opposing sides of controversial issues so that our students may develop, under guidance, the practice of critical reading, listening, viewing and thinking.
- E. Provide materials representative of the many religious, ethnic, and cultural groups of the United States and their contributions to our American heritage.

The Board of Education authorizes the Superintendent to do appropriate screening and initial selection and/or make recommendations to the Board for adoption.

Objections to Instructional Materials

Any resident of the school district may raise objection to instructional materials used in the district's educational program despite the fact that the individuals selecting such material were duly qualified to make the selection, followed the proper procedure, and observed the criteria for selecting such material. Normally, most concerns are resolved through informal discussions between school personnel and the district resident. Should the matter remain unresolved, challenged materials shall remain in use while being reviewed and shall not be withdrawn except through the following procedure:

- 1. A resident wishing to challenge the acquisition or use of any instructional resource must obtain and fill out completely a Reconsideration Request Form. This form is available at the principal's office of each school. (Copy attached)
- 2. Within five (5) student attendance days after the Reconsideration Request Form has been filed with the principal, a conference between the complainant, a principal, the appropriate staff member will be called to discuss the issue. At this time, the involved district personnel shall explain the particular place the disputed material occupies in the educational program its intended educational usefulness, and the basis used for the selection of this particular material. If the issue remains unresolved, any participant may request referral to the district Instructional Materials Reconsideration Committee.
- 3. The Instructional Materials Reconsideration Committee shall be formed annually as needed, and shall consist of four tenured teachers, two principals, two media staff persons, two parents, and the Superintendent or designee. The Association President shall submit the names of seven (7) teachers to the Superintendent prior to the formation of the committee, from which four (4) shall be chosen. If, for any reason, one or more of these is unable to serve, the Association President shall be requested to submit additional names. This committee shall be chaired by a parent member.

Within ten (10) student attendance days of receiving the reconsideration request, the superintendent or designee shall set a date for the meeting of the Instructional Materials Reconsideration Committee.

The procedure for the meeting following receipt of a Reconsideration Request Form shall be as follows:

- a. Distribute copies of written Reconsideration Request Form.
- b. Give complainant or a group spokesperson an opportunity to talk about and expand on the request form.
- Give school personnel an opportunity to explain their reasons for the selection and use of the materials.
- d. Distribute reputable, professionally prepared reviews of the material when available.
- e. Distribute copies of challenged material as available, or show/play audiovisual materials.

At the meeting, interested persons, including the complainant, may have the opportunity to share their views. The committee may request that individuals with special knowledge be present to give information to the committee.

The complainant shall be kept informed by the secretary concerning the status of his or her complaint throughout the committee reconsideration process. The complainant and known interested parties shall be given appropriate notice of such meetings.

At the meeting, the committee shall make its recommendation to the Board of Education in an open session. The committee's recommendation will be (1) to take no removal action, (2) to limit the educational use of the challenged material, or (3) to remove all or part of the challenged material from district use. The sole criteria for the recommendation shall be appropriateness of the material for its intended educational use as stated in this policy. The vote on the recommendation shall be open. The written recommendation and its justification shall be forwarded to the complainant, the school concerned, and the superintendent for appropriate action.

A decision of the board to sustain a challenge shall not be interpreted as a judgment of irresponsibility on the part of the professionals involved in the original selection or use of the material.

Requests to reconsider materials which have previously been before the committee will be considered after one calendar year has elapsed provided such request for reconsideration has been issued after the elapse of one calendar year.

4. Recommendations of the committee shall be sent to the Board of Education for a decision. The board will wait a minimum of 15 calendar days before taking any action. In the absence of any contrary action of the board, the previously approved materials will stand.

DOWNERS GROVE GRADE SCHOOL DISTRICT 58 APPENDIX D-1

Date	
Location Filed	

	EN'S REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS OR EQUIPMEN of material or equipment: Book (hardcover Paperback) Bulletin/Pamphlet
	ilmstrip Recording: (Tapes Records: Equipment
Other	
Title o	of Material or Name of Equipment:
Autho	or (if appropriate)
Reque	est initiated by
Telepl	honeAddress
City	Address Zip Code
Comp	·
	SelfSelf Organization or group (If so, please give name of
	organization or group, address, telephone, President's name and an extract of the purpose of the organization or group. Further information may be requested by the Board of Education.) (Note: Additional sheets may be used if more space is needed.)
1.	To what in the material or equipment do you object and why. Please be specific; cite pages if appropriate
2.	What do you feel might be the result of reading/viewing/listening to or using the item?
3.	For what age group would you recommend this material or equipment
4,,	Did you read/view/listen to the entire material? If not, what pages or sections were read, viewed/listened?
5.	Are you aware of the judgment of this material or equipment by an educational reviewer recognized in this field? If so, please attach a copy.
6.	What is your interpretation of the teacher's purposes for using this material?
7.	What do you believe is the theme or purpose of this material or equipment?
8.	What would you prefer the school do about this material? Do not assign or recommend it to my child Withdraw it from all students
9.	Ask for reevaluation by the staff In its place, what material or equipment of equal value would you recommend?
7.	in its prace, what material or equipment of equal value would you recommend?

APPENDIX E

DOWNERS GROVE GRADE SCHOOL DISTRICT 58

GRIEVANCE FORM

Grievance #	
Grievant	School
Date of event, or date aware of event	
NATURE OF GRIEVANCE:	
ARTICLES OF THE AGREEMENT VIOLATED,	, MISINTERPRETED, OR MISAPPLIED:
RELIEF SOUGHT:	
Signature of Grievant	Date

APPENDIX F Parental Leave Options

Parental Leave (FMLA - 12 weeks/60 work days or less) - Due to pregnancy or adoption

- Family and Medical Leave (FMLA) provisions are governed by Board Policy 4009
- The teacher must request the parental leave of absence in writing by sending a signed letter to the Assistant Superintendent of Personnel. When possible, the teacher shall request the leave at least 120 calendar days prior to the anticipated start of the leave.
- The teacher may take up to 12 weeks/60 work days as FMLA parental leave from work. The FMLA leave begins with the birth of the child or on the date the child is received through adoption.
- The teacher may use up to 8 calendar weeks/40 days of accumulated sick leave during the FMLA period. The use of sick leave begins with the birth of the child or on the date the child is received through adoption. An accumulated sick day will be deducted for each work day that falls within the 8 calendar week period.
- The use of sick leave (if available) runs concurrent with the use of FMLA.
- Any work days in which the teacher remains on leave beyond the 8 calendar weeks shall be unpaid and will be deducted from the teacher's regular annual salary.
- The teacher may use accumulated sick days prior to the birth of the child when the doctor determines that she can not report to work for medical reasons. In this instance, the teacher shall submit the doctor's note to the Personnel Office.
- The Board will continue to pay toward medical insurance during the FMLA period in the same proportion as prior to the leave.
- If the employee does not return to work after the expiration of the FMLA period, the Board's contribution toward health insurance during the FMLA period must be repaid to the District by the teacher.
- The teacher shall work with the building principal to secure a qualified substitute teacher during the period of absence.

Parental Leave - Due to anticipated birth or adoption (male or female teacher)

- The teacher must request the parental leave of absence in writing by sending a signed letter to the Assistant Superintendent of Personnel. When possible, the teacher shall request the leave at least 120 calendar days prior to the anticipated start of the leave.
- The teacher may exchange up to 8 calendar weeks/40 days of accumulated sick leave time for 8 calendar weeks/40 days of paid parental leave time. (Form F-1)
- The use of paid parental leave begins with the birth of the child or on the date the child is received through adoption. An accumulated sick day will be deducted for each work day that falls within the 8 calendar week period.
- The teacher shall work with the building principal to secure a qualified substitute teacher during the period of absence.

Unpaid Parental Leave

A teacher may request a parental leave of absence that is longer than the 12 weeks/60 work day FMLA period under the following conditions:

- The teacher must request the leave of absence in writing by sending a signed letter to the Assistant Superintendent of Personnel. When possible, the teacher shall request the leave at least 120 calendar days prior to the anticipated start of the leave.
- The period of the leave shall extend through the end of the school year or through the end of the school year after the first birthday of the child. The leave will terminate on the opening day in the fall term which follows the child's birth, or which follows the child's first birthday.
- The teacher may not use any accumulated sick leave days during the leave period.
- The leave begins with the birth of the child or on the date the child is received through adoption.
- The teacher may use accumulated sick days prior to the birth of the child when the doctor determines that she can not report to work for medical reasons. In this instance, the teacher shall submit the doctor's note to the Personnel Office.
- During the first 12 weeks/60 work days of the unpaid parental leave period, the Board will continue to pay toward the teacher's medical insurance in the same proportion as prior to the leave.
- For the remainder of the unpaid parental leave (beyond the 12 weeks/60 work days), the teacher shall have the option to continue medical and dental insurance coverage in the District's major medical plan in accordance with any applicable Illinois or federal insurance continuation law (e.g., COBRA). The teacher will contribute the full cost of the insurance coverage.
- Life insurance is not available.
- If the employee does not return to work after the expiration of the parental leave period, the Board's contribution toward health insurance during the leave period must be repaid to the District by the teacher.

Parental Leave Request (Form F-1)

Employee's Name:	
Anticipated start date for the parental leave:	
Anticipated return to work date:	
In accordance with Article 15.5, <i>Parental Leave</i> , of the collective the Downers Grove Elementary Education Association and the D requesting a parental leave due to the anticipated birth or adoption exchange days of accumulated sick leave time for the equivalence time. I understand that I may exchange up to 8 calendar we purpose. Upon the birth or adoption of the child, I will contact the number of days I wish to exchange, as well as, my return date.	istrict 58 Board of Education, I am n of my child. I would like to nal number of days of paid parental teks of sick leave time for this
Employee Signature	Date
TO BE COMPLETED BY THE PERSONNEL OFFICE	
Actual date parental leave commenced:	
Actual return to work date:	
Total number of days exchanged:	
Signature - Personnel Office	 Date

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