

2016-2020

CONTRACT AGREEMENT

BETWEEN

ODELL DISTRICT #435

AND

ODELL COUNCIL OF A.F.T. 604

ARTICLE I - RECOGNITION AND REPRESENTATION

1.1 PARTIES TO THE AGREEMENT

This agreement is between the Board of Education of Odell School District 435, Livingston County, Illinois, hereinafter referred to as the "Board" and the Odell Council, American Federation of Teachers-Local 604, IFT/AFT, AFL-CIO, hereinafter referred to as the "Union".

1.2 RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment, the Board recognizes the Union as the sole and exclusive representative for all certified employees hereinafter referred to as "Certified employees."

1.3 VALIDITY

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

1.4 SCHOOL CODE RIGHTS

Nothing contained herein shall be construed to deny the Board of Education their rights under the Illinois School Code.

1.5 EQUAL RESPONSIBILITY

The Union and the Board acknowledge that the terms contained in this Agreement are the results of full, frank and arms-length negotiations between the parties. Accordingly, the Union and the Board assume equal responsibility for the inclusion of each and every provision in this Agreement.

The Union and the Board agree to co-indemnify the other and their officers, agents and employees against any and all claims, demands, suits and judgments (including the costs of the defense associated with same) arising from any claim that any of the provisions of this Agreement violates any federal, state or local laws, rules or regulations.

ARTICLE II - BOARD UNION RELATIONS

2.1 USE OF FACILITIES AND EQUIPMENT

The Union may hold meetings 15 minutes prior to the start of classes or 20 minutes after dismissal on the District property upon approval of the building administrator. The Union shall have the right to use District Audio-visual equipment upon approval of the building administrator. The Union shall have the right to use employees' mail boxes and bulletin boards in the teacher lounge.

2.2 INFORMATION TO THE UNION

The Board shall make available a copy, upon request, to the Union, the following documents and kinds of information as listed:

- a) Board agenda
- b) Official minutes of the Board minutes
- c) Monthly budget summaries
- d) Individual school policy manuals and revisions
- e) Board policy manual
- f) Annual auditor's report and management letter
- g) Current fiscal year budget
- h) Statistical information, not including teachers' name, pertaining to teacher step placement, salary lane placement, extended service placement, and present insurance coverage.
- i) Faculty lists including home addresses and telephone numbers. The list of new teachers hired shall be given to the Union each year, and names and addresses of persons employed during the year shall be made available on a monthly basis. Employees not wanting to be on this list should notify the union and administration.

2.3 DUES CHECK OFF

The board shall deduct from the regular paycheck of each Certified employee, from whom it receives written authorization to do so, the required amount of Union dues. The dues and a list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper Union officer no later than ten (10) days after such deductions are made. Deductions shall continue unless and until the authorization is withdrawn by the Certified employee by written notice, through the Union treasurer to the administration.

2.4 RIGHT TO REPRESENTATION

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment.

2.5 FAIR SHARE

All employees covered by this agreement who are not members of the Union shall, commencing with their employment, or the effective date of this agreement, whichever is later, and continuing during the term of this agreement, and so long as they remain non-members of the Union, pay to the Union each month their prospective cost of the collective bargaining agreement and contract administration. The OFT shall certify to CUSD #435 an amount which is based on the percentage of time employed at CUSD #435 and not to exceed the dues uniformly paid by members which shall constitute each non-members fair share fee. I.E. a full-time employee pays a full share, a 4/5th time employee would pay 4/5th the full dues. The fair share fee payment shall be deducted by CUSD #435 from the earnings of the non-member employees and paid to the OFT.

- A. Non-members who object to this fair share fee based upon either bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board, and the payment shall be made to said organization.
- B. The Union shall indemnify, defend and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including but not limited to damages, attorney fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any such provisions.

ARTICLE III - BOARD RIGHTS

3.1 MANAGEMENT RIGHTS

The Board retains and reserves unto itself all powers not specifically limited by this agreement.

ARTICLE IV - UNION NO-STRIKE PROMISE

- 4.1 The union agrees that there shall be no strike, withholding of services, or other refusal to render full and complete service to the Board during the term of this Agreement.

ARTICLE V - CONDITIONS OF EMPLOYMENT

5.1 SCHOOL YEAR AND CALENDAR

The school year for all teachers shall consist of 176 pupil attendance days and four institute days. Although the school calendar must provide for 185 days, sufficient holidays will be given, unless required for emergency closing, to insure that the total of 180 days will not be exceeded. A Union Calendar Committee may submit suggestions to the administration to determine the tentative calendar to be submitted by the administration to the Board for consideration.

5.2 WORK-DAY

The work-day for Certified employees shall begin at 7:45 a.m. and shall end at 3:20 p.m. (3:10 p.m. on Fridays). The Certified employee work-day shall include a duty free lunch period of no less than thirty (30) minutes. Teachers will be granted at least thirty minutes per day as planning time. The District may schedule non-compensated teacher meetings beyond the work day, limited to two times monthly. Such meetings will begin no later than 3:10 p.m. and end no later than 3:55 p.m., except in cases of an emergency. The Administration will

provide at least one week notice of said meetings except in cases of an emergency. Additional meetings outside of the work day may be scheduled, but teachers will be compensated at the rate of \$25 per hour for such meetings. The same rate shall apply to meetings outside of the workday required of individual teachers or groups of teachers, such as, but not limited to IEP meetings.

5.3 GRADES

The responsibility and prerogative for assigning grades rests with the classroom teacher. The administration shall not change any grade recorded by a teacher without written notice to said teacher and written notice to the parent indicating that the grade was assigned by the administration.

5.4 FACULTY ROOM

The school shall provide clean, attractive, and comfortable faculty rooms for staff use to the extent possible.

5.5 SUBSTITUTING

Every effort will be made to secure qualified substitute teachers to assume the regular duties of Certified employees in their absence. Should it be necessary for a certified employee to teach, supervise, or perform administrative duties during his/her planning period due to the unavailability of a substitute teacher, such Certified employee shall be compensated at the following rates: \$18.50 per hour for the 2009-2010 school year with additional fifty cent (50¢) increases in each subsequent year of the Agreement.

5.6 ACADEMIC FREEDOM

The Board of Education recognizes the right of academic freedom in the teaching process; however, along with this freedom are responsibilities of the teacher to present material in a reasonable manner to the extent allowable by law.

5.7 CURRICULUM

As a faculty, we must ever be aware of the need to revise our curriculum and keep it in line with the development of educational research. One of the primary principles of curricular revision is that a faculty must be composed of child-centered persons rather than mere subject specialist. To become student-centered, a faculty should be ever concerned with the objectives of the school, interested in diagnostic procedures to find out where pupils are, interested in improving teaching methods to be in line with the objectives of the school, and continually interested in evaluation procedures of the school.

A. The committee shall consist of two Certified employees, appointed by the Union, and the administration. The Union President shall be an ex-officio member of the committee.

B. The committee shall meet on a regular basis and will report to the administration recommendations for consideration. The administration may submit these recommendations to the Board of Education for their consideration and/or action.

C. The committee must follow the same chain of command as any other committee or

employee of the district.

- D. The committee shall consider curriculum, articulation, textbook selection, and matters pertaining to instruction. Recommendations of this committee will be reported to the administration of the district.
- E. The committee shall establish its own rules of procedure, and time of meetings must be approved by the administration.
- F. All In-service training programs of the district must involve teacher input, school service personnel input, and administrator input. Section 3-11 of the Illinois School Code provides that district providing In-service training programs shall constitute and In-service committee, 1/2 of which shall be teachers, 1/4 school service personnel, and 1/4 administrators to establish program content and establish schedules. This committee will recommend these In-service training programs to the Board of Education for their action.

5.8 CERTIFIED EMPLOYEE EVALUATION PLAN

The Plan and instrument are set forth in Appendix D. Changes to the Plan and/or Instrument in compliance with Illinois School Code, Section 5/24A shall be agreed to by the Board and the Union.

5.9 PERSONNEL FILES

The Board of Education shall comply with the rules and regulation contained in the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq., does the following:

- 1. Describes information that may not be maintained in the employee's personnel record.
- 2. Provides that information that is not in the employee's record may not be used against the employee in a judicial or administrative hearing (such as for dismissal).
- 3. Requires the employer to allow an employee to inspect and copy the contents of his or her personnel records within seven (7) working days of a written request.
- 4. Establishes a procedure enabling the employee to correct, remove, or explain information contained in the record.
- 5. Exempts certain types of documents from employee inspection.
- 6. Prohibits divulging certain types of information to third parties.
Provides procedures for divulging certain other types.
- 7. Unless a prior meeting takes place between the teacher and superintendent, no information regarding any criticism arising from the Reconsideration of Practice procedure, which shall be part of the handbook, shall be entered in the teacher's file, and said criticism shall have no weight in the teachers final written evaluation.

In addition to the rules, regulations and rights contained in the *IL Pers. Rec. Review Act*,

no material, originating after July1, 2005, derogatory to an employee's conduct, service, character, or personality shall be placed in his/her file unless the employee receives a copy of said material and notification that said material is being placed in his/her file.

5.10 ASSIGNMENTS, REASSIGNMENTS, AND SENIORITY

These items are covered by the Illinois School Code in the following Sections:

1. Section 24-11 Contractual Continued Service
2. Section 24-12 Removal and/or Dismissal of Teachers in Contractual Continued Service
3. Section 24-12.1 Rights of Recalled Teachers

5.11 SUSPENSION OR DISCHARGE

A faculty member shall be suspended or discharged from service for legal cause or other sufficient cause as set forth in the Illinois School Code of Illinois and in a manner prescribed by law.

5.12 SUMMER SCHOOL

This employment agreement continues for the legal school term plus the term for any summer school position which may be assigned to a teacher by the Board of Education. The employee must be a legally certified teacher and will be paid in such installments as the employer may deem appropriate, at least as often as monthly.

ARTICLE VI - GRIEVANCE PROCEDURE

6.1 SCOPE OF GRIEVANCE

A Grievance shall be defined as a claim by a member of the bargaining unit of a violation of any provision of this Agreement.

6.2 PROCEDURE

A. Stage One

The Certified employee shall attempt to resolve any potential grievance in an informal discussion with his or her administrator within ten (10) school days from the time the employee became aware of the occurrence of the first event giving rise to alleged violation of this Agreement. The administrator shall respond orally within (10) school days of the informal discussion.

B. Stage Two

If the grievance cannot be resolved at Stage One, the employee shall file a written statement of the grievance with his or her administrator. Such written statement of grievance shall be filed within ten (10) school days of the receipt of the oral response of the attendance center principal and shall contain a statement of the factual basis of the grievance and the section or sections of the Agreement which are alleged to have been violated. The administrator shall respond in writing within ten (10) school days

of receipt of the written grievance.

C. Stage Three

If the grievance is not satisfactorily resolved at Stage Two, the Union shall submit to the Administration, within twenty (20 school days of receipt of the answer in Stage Two, a written request on behalf of the grievant to enter into binding arbitration.

Arbitration proceedings shall be conducted by an arbitrator to be selected from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Union requests binding arbitration, the two parties will request that the American Arbitration Association provide a panel of seven arbitrators. Each of the two parties will alternately strike one name at a time from the panel until one name shall remain. Expenses for the arbitrator's services will be borne equally by the District and the Union.

The arbitrator's decision shall be binding on all parties. The arbitrator shall not amend or modify any of the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to the arbitrator in writing by the school district and the Union and shall be based solely on the wording of this Agreement. The arbitrator shall be limited to directing the parties to comply with the terms of this Agreement.

The Board acknowledges the right of the Certified employee to request the Union's grievance representative to be present at State II and III of the grievance procedure.

The Board acknowledges the right of the following persons or organization to file a grievance:

1. A Certified employee in his or her own behalf;
2. A certified employee accompanied by a Union Representative at Stage II and above of the grievance procedure;
3. Through an organization representative at Stage II of the grievance procedure, if the Certified employee so requests.

ARTICLE VII - LEAVES OF ABSENCE

7.1 SICK LEAVE

Each Certified employee shall be entitled to twelve (12) days of sick leave each year without loss of pay. The sick days earned in a year shall be proportioned to the percentage of time employed to work that particular year. For example, if teacher A is employed to work 50% of the year (2 1/2 days out of 5 days per week or half of each school day) this teacher will get for that year 50% of the 12 sick days. Any fraction of a day will be increased to the next higher half (0.5) number. Sick leave not used in the year of service for which it was granted shall accumulate to three hundred forty (340) days. Teachers who have accumulated the maximum of three hundred and forty (340) days

shall continue to receive the annual normal allotment of twelve (12) days under this section.

Certified Employees who work half days and are absent shall be charged half a sick day. In addition, a half day absence is limited to 7:45 a.m. – 11:30 a.m. or 11:30 a.m. – 3:20 p.m. Any absences which exceed these half day increments shall be considered a full-day absence.

Certified Employees who use no sick days, with the exception of the use of sick leave for bereavement as provided in Section 7.3, Bereavement Leave, and no more than one personal day in a school year shall receive a bonus of \$400 per year.

7.2 PERSONAL LEAVE

Each Certified Employee shall be entitled to two (2) days of personal business or emergency leave per year without loss of pay or deduction in sick leave. Notice of personal leave shall be given as far in advance as possible to the administration. Unused personal leave days may accumulate up to a total number of five (5) days, after which additional unused personal days roll over into accumulated sick days.

7.3 BEREAVEMENT LEAVE

Each Certified Employee shall be entitled to up to three (3) days of bereavement leave without loss of pay or deduction in sick or personal leave per occurrence of the death of a family member as defined in the Illinois School Code. Sick leave may be used in the event of the loss of a member of the extended family beyond the School Code definition. Use of bereavement leave and use of sick leave for bereavement as provided for in this Section shall not count against the Employee's eligibility to receive the attendance bonus provided for in Section 7.1, Sick Leave.

7.4 CONFERENCES, CONVENTIONS, AND PROFESSIONAL MEETINGS

The Board recognizes the value of professional meetings and, providing advance approval by the Superintendent, shall authorize, with pay, Certified employees to attend such meetings.

- A. Certified employees may attend two (2) per year, not to exceed three (3) total days professional meetings in their major teaching area with approval of the administration.
- B. Coaches allowed one (1) day per year for clinics or workshops in their coaching area.
- C. A maximum of \$150.00 will be reimbursed for expenses incurred for such items as registration, lodging, and food. In addition, mileage will be reimbursed at the current IRS rate. This excludes those expenses covered by the Professional Development Grant, which will be monitored by administration.
- D. Requests for approval must be submitted in writing at least two (2) weeks prior to the meetings or workshop. Receipts must be submitted upon return.
- E. Conferences and/or professional meeting paid by some group or agency other than the

local school district will be allowed subject to the approval by the administration.

- F. A written summary of the conference will be given to administration within 2 weeks of attending the conference.

7.5 PARENTAL LEAVE

An employee shall be granted an unpaid parental leave not to exceed one (1) school year. The employee shall notify the Superintendent of the anticipated date that the leave will begin at least three (3) months prior to such date. Every effort will be made to have such leave terminated immediately prior to the beginning of a new school term or semester or after the winter recess. If an employee requests a parental leave for one full year and is granted this leave, as a condition thereof, the Certified Employee shall advise the administration in writing no later than ten days prior to the March Board meeting, prior to the termination of such leave, of his/her intent to return to employment. If the parental leave is for one semester, the Certified Employee must advise the administration in writing no less than 60 days prior to the date the next semester starts. Failure to advise the administration by the above dates of the intent to return shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore. A copy of this section shall be given to each Certified Employee, when the Certified Employee is notified that he/she has been granted parental leave.

7.6 OTHER LEAVES OF ABSENCE

Upon the recommendation of the administrator and/or his/her designee, leave of absence for an extended period of time may be granted by the Board. Any Certified employee desiring a leave of absence without pay must submit to the administration an application in writing.

7.7 INTENT TO RETURN

In all instances where a teacher is granted a one full year unpaid leave, as a condition thereof, the Certified employee shall advise the administration in writing no later than ten (10) days prior to the March Board meeting, prior to the termination of such leave, of his/her intent to return to employment. If the unpaid leave is for one semester, the teacher must advise the administration in writing no less than 60 days prior to the date the next semester starts. Failure to advise the administration by the above dates of the intent to return shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.

A copy of this section shall be given to each Certified Employee, when the Certified employee is notified that he/she has been granted an unpaid leave.

7.8 SICK LEAVE POOL

A teacher falling short of sick days when on a sick leave may be eligible to receive additional sick days from the sick leave pool.

The following applies to the sick leave pool:

- Teachers wishing to participate may donate one (1) sick day at the beginning of each school year to the program. This shall be done after the certified employee signs a consent form. To continue participation in the program, certified employees may elect to re-enroll on a year by year basis, and may only use the program during a year in which they are enrolled.
- This program may be used by participating teachers as sick days only. Teachers on a parental leave will not be able to use sick days from the pool.
- All records and administration of the sick day pool shall be done through and be kept in the school's administrative office.
- All the days donated to the sick leave pool during a year and not used during the year will be carried over to the next year.
- Any teacher participating in the sick leave pool shall meet the following conditions:
 - A. The teacher has used all his/her personal accumulated sick days and personal days.
 - B. The teacher shall produce a doctor's certificate as proof of need.
 - C. The teacher must be absent more than three (3) consecutive days with the same illness.

ARTICLE VIII - FRINGE BENEFITS

8.1 HOSPITALIZATION, MAJOR MEDICAL INSURANCE

The Board will pay 85% of the Individual Annual Premium for those Certified employees who participate in the Board group hospitalization, major medical policy. The Board will provide a high deductible group health insurance plan in the form set forth in Appendix A, subject to insurance carrier approval. Under this high deductible plan, the Board will contribute for single coverage up to seventy percent (70%) of the annual deductible (based on actual out-of-pocket costs incurred) by the employee. The Board will contribute up to \$500 of the deductible (based on actual out-of-pocket costs incurred) for an employee who elects coverage beyond single coverage (spouse, children or family coverage).

8.2 HEALTH INSURANCE COMMITTEE

A Health Insurance Committee will be established and will be composed of member(s) of the Administration/Board and at least two members of and chosen by the Union.

The purpose of the committee will be to review annually the health insurance plan coverage, cost and cost containment measures and make recommendations to the Board in an attempt to secure the best plan at the lowest cost. However, no reduction in benefits may occur without the full knowledge and consent of the Union during the life of the contract.

8.3 PENSION

The Board of education will pay 9.4% of the total Teacher Retirement Contribution.

In the event that the State enacts a “cost shift” requiring the District to pay the State’s contribution to the Teachers’ Retirement System, that additional cost shall be shared equally by the Board and the Teacher, provided however that the Teacher’s burden shall be no more than 2% of salary per school year during this Agreement.

Example 1: If the “cost shift” were phased in at the rate of 2% per year, then each year the Board and Teacher would each pay an additional 1% per year during the life of the Agreement.

Example 2: If the “cost shift” were implemented at 8% in a single year, the Board would pay 6% and the Teacher would pay 2% in the first year of the implementation. In the second year, the Board would pay 4% and the Teacher would pay 4%, provided both years are during the life of the Agreement.

8.4 TUITION REIMBURSEMENT

Certified employees shall be reimbursed for the actual cost of tuition for any graduate level course which has been successfully completed. Such reimbursement shall not exceed \$175.00 per credit hour and the administration can approve only those courses in the Certified employee’s field of major study. All other courses outside the field of major study must be approved in advance by the Board of Education in order for the employee to be reimbursed the maximum amount per credit hour. The maximum allowable number of hours reimbursed will be eighteen (18) per year per teacher.

8.5 LUNCH DUTY PAY

Certified staff members may be assigned to supervisory responsibilities as part of the regular certified staff member’s assignment. Teacher assigned to supervisory duties shall be given the daily required preparation time and required lunch time. However, reasonable effort will be made to hire non-certified people to do the supervisory responsibilities.

The Board of Education will \$21.00 per supervisory period to any teacher who performs supervisory duties and gives up his/her duty-free lunch period during the term of this Agreement.

8.6 ADMINISTRATOR’S ASSISTANT

The Administrator’s Assistant will fill in for the principal/superintendent when he is out of the building in the following manner:

1. Supervise the students before and after school;
2. Supervise the halls between lunch and recess to make sure all of the students are where they are supposed to be;
3. Handle discipline and other concerns that merit immediate attention;
4. Supervise students and fans, take care of the money box, show the visiting team to the proper locker room, pay the officials, close up the facilities, etc. at athletic events. There will be no more than one of these responsibilities per sport without

compensation per night. \$45.00 will be reimbursed to the Administrator's Assistant for additional games;

5. Call substitutes if one is needed;
6. Inform the principal/superintendent of concerns encountered while exercising the above responsibilities; and
7. The stipend listed in Appendix C for the Administrator's Assistant is based upon up to 36 days of service. Additional days shall be compensated at the rate of \$50 per day. Days when the Superintendent is not present will count as full days of service. When the Superintendent is absent half a day or less, the Administrator's Assistant will keep a log of hours to submit to the Superintendent each month.

8.7 PRESENTER

When certified staff are asked by the administration to present at teachers' institutes, they shall be compensated at the rate of \$50.00 per hour.

ARTICLE IX - SALARY

9.1 SALARY SCHEDULE - APPENDIX B

The salary schedules for the 2016-2017, 2017-2018, 2018-2019 & 2019-2020 school years are set forth in Appendix B. They will be increased by 2.5% each year for the life of the contract.

9.2 CO-CURRICULAR SALARIES - APPENDIX C

The co-curricular salaries for 2016-2020 appear in Appendix C. They will be increased by 2.5% each year for the life of the contract.

9.3 MILEAGE ALLOWANCE

Certified employees who are required to use their personal vehicles in an authorized (administration approved) service to the District shall be reimbursed at a rate equal to the current internal revenue service allowance per mile.

9.4 PAY SCHEDULES

Certified employees shall have the option of being paid on either a nine (9) month schedule or a twelve (12) month schedule. Certified employees must notify the administration ten (10) days before the first day of school if they wish to be paid on a nine (9) month schedule.

9.5 SALARY SCHEDULE

College credit, approved by the administration, from an accredited institution shall apply towards horizontal advancement on the salary schedule. The increase in compensation will become effective with the following school semester provided that notice is given seven (7) days prior to the first pay day of the semester. Verbal notice with the transcript requested to be mailed at the end of the grading period will qualify for this advancement. If said transcript does not arrive within two (2) months and/or said course work is not

granted credit by the accredited institution, the amount paid of the horizontal advancement increment will be deducted from the remaining pay checks of the current contractual period in equal amounts.

9.6 COMBINED CLASSES

Teachers who have combined classes will be paid an additional \$900.00 per year. A teacher who has a combined class shall be defined as one who keeps attendance records, lunch records, and performs all other homeroom teacher duties for children in different grades simultaneously.

9.7 RETIREMENT PLAN

1. Retirement Incentive

A. Six Percent Increase

For teachers who qualify under this retirement benefits plan as set forth below and provide up to a three (3) years advance irrevocable notice of retirement, the Board shall grant the teacher increases in the teacher's total TRS creditable earnings (including any extracurricular pay or monetary stipends) of six percent (6.0%) per year over the previous year's total creditable earnings for each year of employment before retirement that the teacher provides notice – up to three (3) school years prior to retirement.

The 6% annual retirement benefits increases shall be calculated based upon the teacher's total annual creditable earnings in the teacher's school year of retirement notification, inclusive of any extracurricular pay or monetary stipends paid to the teacher. These annual retirement benefits increases shall be prorated over the teacher's regular pay periods. In no event shall this provision result in a teacher being provided with more than a six percent (6%) increase over the previous year's total creditable earnings in any single year of employment.

B. Unused Sick Leave

Teachers who retire under the conditions of this Article will receive payment for up to eleven (11) unused sick days (not used for TRS service credit) at the rate of \$50 per day. Payment will be made within one month of the teacher's last day as an employee of the district.

2. Qualifications and Limitations for Six Percent Increases

To be eligible for the retirement benefit described in Section 9.7, a teacher must comply with all of the following requirements and limitations:

- A. The teacher must be eligible for retirement under the Illinois Teachers Retirement System and apply for and receive retirement benefits commencing at the end of the final school year of employment pending completion of all Illinois Teachers Retirement System requirements.

- B. The teacher must be eligible to retire under the Illinois Teachers Retirement System (“TRS”) without triggering a mandatory Board contribution required by TRS as a result of the retirement; without triggering an early retirement option (ERO) penalty or contribution by the Board and without triggering any penalty under the TRS six percent (6%) cap on creditable earnings and/or the TRS cap on sick day allotment.

ARTICLE X – TRS CREDITABLE EARNINGS LIMITATION

The District shall not increase a teacher’s creditable earnings for any year of the teacher’s annual earnings for purposes of TRS retirement annuity calculation above six percent (6%). The purpose of this provision is to ensure that the District shall not incur any financial penalty pursuant to provisions of the amendatory ERO statute and/or TRS rules and regulations. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event a teacher’s TRS creditable earnings would increase by more than 6% in any given year of this contract, that teacher shall only receive the maximum increase allowed under this provision. This provision shall only apply to teachers who are within four (4) years of TRS retirement eligibility, regardless of whether the teacher is actually retiring or submitting a notice of retirement.

ARTICLE XI - DURATION

This agreement shall be effective July 1, 2016 and continue until the 30th day of June, 2020. Contract language and the salaries for 2016-2020 contract years shall continue enforced and remain in effect from year to year thereafter, unless notification is given by either party prior to March 15th of 2020. After ground rules are set at the first meeting, all contract items and language to be negotiated upon will be exchanged. The provisions of the Agreement shall remain in effect during the period of negotiations.

This agreement was ratified by the Odell School Board of Education and the Odell Council of A.F.T. Local 604 as signed below and in witness thereof:

Odell Grade School Board

Odell Council of A.F.T. Local 604

President

Negotiation Team Member
Local 604 Odell Council

Date

Date

Secretary

Negotiation Team Member
Local 604 Odell Council

Date

Date

APPENDIX A – GROUP HEALTH INSURANCE PLAN*

Rates	Counts	In-Network	Out-of-Network
Single	13	\$411.56	
Employee + Spouse	1	\$1,081.57	
Employee + Child(ren)	1	\$784.39	
Family		\$1,454.40	
Estimated Annual Premium		\$86,594.88	
Percentage Change		-17.44%	
Dollar Change		-\$18,295.44	
<i>Deductible</i>			
Individual		\$2,500	\$5,000
Family		\$5,000	\$10,000
Coinsurance		100%	80%
<i>Out-of-Pocket Maximum</i>			
Individual		\$2,500	\$10,000
Family		\$5,000	\$20,000
Hospitalization		Deductible then 100%	\$300, then deductible & 80%
Emergency Room		Deductible, then 100%	
Office Visit		Deductible, then 100%	Deductible, then 80%
Preventative Care		100%	Deductible, then 80%
<i>Prescription Drugs</i>			
Generic		Deductible, then 100%	
Preferred Brand			
Non-Preferred Brand			

* Option 4 BCBS Plan 1807 Embedded

APPENDIX B

Odell Salary Schedules

2016-17	626.22				789.40		751.86			
	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24	%
1	34,291.9 4	34,918.1 6	35,544.3 7	36,170.5 9	36,796.8 1	37,586.2 1	38,338.0 7	39,089.9 3	39,841.7 9	1.025
2	35,232.1 8	35,858.4 0	36,484.6 2	37,110.8 4	37,737.0 5	38,526.4 6	39,278.3 1	40,030.1 7	40,782.0 3	
3	36,172.4 3	36,798.6 4	37,424.8 6	38,051.0 8	38,677.3 0	39,466.7 0	40,218.5 6	40,970.4 2	41,722.2 7	Step
4	37,112.6 7	37,738.8 9	38,365.1 0	38,991.3 2	39,617.5 4	40,406.9 4	41,158.8 0	41,910.6 6	42,662.5 2	940.24
5	38,052.9 1	38,679.1 3	39,305.3 5	39,931.5 6	40,557.7 8	41,347.1 9	42,099.0 4	42,850.9 0	43,602.7 6	
6	38,993.1 6	39,619.3 7	40,245.5 9	40,871.8 1	41,498.0 2	42,287.4 3	43,039.2 9	43,791.1 5	44,543.0 0	
7	39,933.4 0	40,559.6 2	41,185.8 3	41,812.0 5	42,438.2 7	43,227.6 7	43,979.5 3	44,731.3 9	45,483.2 5	
8	40,873.6 4	41,499.8 6	42,126.0 8	42,752.2 9	43,378.5 1	44,167.9 2	44,919.7 7	45,671.6 3	46,423.4 9	
9	41,813.8 9	42,440.1 0	43,066.3 2	43,692.5 4	44,318.7 5	45,108.1 6	45,860.0 2	46,611.8 8	47,363.7 3	
10	42,754.1 3	43,380.3 5	44,006.5 6	44,632.7 8	45,259.0 0	46,048.4 0	46,800.2 6	47,552.1 2	48,303.9 8	
11	43,694.3 7	44,320.5 9	44,946.8 1	45,573.0 2	46,199.2 4	46,988.6 4	47,740.5 0	48,492.3 6	49,244.2 2	
12	44,634.6 2	45,260.8 3	45,887.0 5	46,513.2 7	47,139.4 8	47,928.8 9	48,680.7 5	49,432.6 1	50,184.4 6	
13		46,201.0 8	46,827.2 9	47,453.5 1	48,079.7 3	48,869.1 3	49,620.9 9	50,372.8 5	51,124.7 1	
14			47,767.5 4	48,393.7 5	49,019.9 7	49,809.3 7	50,561.2 3	51,313.0 9	52,064.9 5	
15			48,707.7 8	49,334.0 0	49,960.2 1	50,749.6 2	51,501.4 8	52,253.3 4	53,005.1 9	
16				50,274.2 4	50,900.4 6	51,689.8 6	52,441.7 2	53,193.5 8	53,945.4 4	
17					51,840.7 0	52,630.1 0	53,381.9 6	54,133.8 2	54,885.6 8	
18						53,570.3 5	54,322.2 1	55,074.0 6	55,825.9 2	
19						54,510.5 9	55,262.4 5	56,014.3 1	56,766.1 7	
20						55,450.8 3	56,202.6 9	56,954.5 5	57,706.4 1	
21						56,391.0 8	57,142.9 4	57,894.7 9	58,646.6 5	

Off-schedule teachers get a 2.5% raise over the previous year, plus a longevity bonus of \$600 per year.

APPENDIX B

Odell Salary Schedules

2017-
18

	641.87					809.14	770.66			%
	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24	
1	35,149.2 4	35,791.1 1	36,432.9 8	37,074.8 6	37,716.7 3	38,525.8 7	39,296.5 2	40,067.1 8	40,837.8 3	1.025
2	36,112.9 9	36,754.8 6	37,396.7 3	38,038.6 1	38,680.4 8	39,489.6 2	40,260.2 7	41,030.9 3	41,801.5 8	
3	37,076.7 4	37,718.6 1	38,360.4 8	39,002.3 6	39,644.2 3	40,453.3 7	41,224.0 2	41,994.6 8	42,765.3 3	Step
4	38,040.4 9	38,682.3 6	39,324.2 3	39,966.1 0	40,607.9 8	41,417.1 2	42,187.7 7	42,958.4 3	43,729.0 8	963.75
5	39,004.2 4	39,646.1 1	40,287.9 8	40,929.8 5	41,571.7 3	42,380.8 6	43,151.5 2	43,922.1 8	44,692.8 3	
6	39,967.9 9	40,609.8 6	41,251.7 3	41,893.6 0	42,535.4 8	43,344.6 1	44,115.2 7	44,885.9 2	45,656.5 8	
7	40,931.7 4	41,573.6 1	42,215.4 8	42,857.3 5	43,499.2 2	44,308.3 6	45,079.0 2	45,849.6 7	46,620.3 3	
8	41,895.4 8	42,537.3 6	43,179.2 3	43,821.1 0	44,462.9 7	45,272.1 1	46,042.7 7	46,813.4 2	47,584.0 8	
9	42,859.2 3	43,501.1 1	44,142.9 8	44,784.8 5	45,426.7 2	46,235.8 6	47,006.5 2	47,777.1 7	48,547.8 3	
10	43,822.9 8	44,464.8 6	45,106.7 3	45,748.6 0	46,390.4 7	47,199.6 1	47,970.2 7	48,740.9 2	49,511.5 8	
11	44,786.7 3	45,428.6 1	46,070.4 8	46,712.3 5	47,354.2 2	48,163.3 6	48,934.0 2	49,704.6 7	50,475.3 3	
12	45,750.4 8	46,392.3 5	47,034.2 3	47,676.1 0	48,317.9 7	49,127.1 1	49,897.7 7	50,668.4 2	51,439.0 8	
13		47,356.1 0	47,997.9 8	48,639.8 5	49,281.7 2	50,090.8 6	50,861.5 1	51,632.1 7	52,402.8 2	
14			48,961.7 3	49,603.6 0	50,245.4 7	51,054.6 1	51,825.2 6	52,595.9 2	53,366.5 7	
15			49,925.4 7	50,567.3 5	51,209.2 2	52,018.3 6	52,789.0 1	53,559.6 7	54,330.3 2	
16				51,531.1 0	52,172.9 7	52,982.1 1	53,752.7 6	54,523.4 2	55,294.0 7	
17					53,136.7 2	53,945.8 6	54,716.5 1	55,487.1 7	56,257.8 2	
18						54,909.6 1	55,680.2 6	56,450.9 2	57,221.5 7	
19						55,873.3 6	56,644.0 1	57,414.6 7	58,185.3 2	
20						56,837.1 0	57,607.7 6	58,378.4 2	59,149.0 7	
21						57,800.8 5	58,571.5 1	59,342.1 6	60,112.8 2	

Off-schedule teachers get a 2.5% raise over the previous year, plus a longevity bonus of \$600 per year.

APPENDIX B

Odell Salary Schedules

2018-19	657.92				829.37		789.92		%	
	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16		MA+24
1	36,027.97	36,685.89	37,343.81	38,001.73	38,659.65	39,489.01	40,278.94	41,068.86	41,858.78	1.025
2	37,015.81	37,673.73	38,331.65	38,989.57	39,647.49	40,476.86	41,266.78	42,056.70	42,846.62	
3	38,003.66	38,661.58	39,319.49	39,977.41	40,635.33	41,464.70	42,254.62	43,044.54	43,834.46	Step 987.84
4	38,991.50	39,649.42	40,307.34	40,965.26	41,623.18	42,452.54	43,242.46	44,032.39	44,822.31	
5	39,979.34	40,637.26	41,295.18	41,953.10	42,611.02	43,440.39	44,230.31	45,020.23	45,810.15	
6	40,967.19	41,625.11	42,283.02	42,940.94	43,598.86	44,428.23	45,218.15	46,008.07	46,797.99	
7	41,955.03	42,612.95	43,270.87	43,928.79	44,586.71	45,416.07	46,205.99	46,995.92	47,785.84	
8	42,942.87	43,600.79	44,258.71	44,916.63	45,574.55	46,403.92	47,193.84	47,983.76	48,773.68	
9	43,930.72	44,588.64	45,246.55	45,904.47	46,562.39	47,391.76	48,181.68	48,971.60	49,761.52	
10	44,918.56	45,576.48	46,234.40	46,892.32	47,550.23	48,379.60	49,169.52	49,959.44	50,749.36	
11	45,906.40	46,564.32	47,222.24	47,880.16	48,538.08	49,367.44	50,157.36	50,947.28	51,737.20	
12	46,894.24	47,552.16	48,210.08	48,868.00	49,525.92	50,355.29	51,145.21	51,935.13	52,725.05	
13		48,540.01	49,197.93	49,855.84	50,513.76	51,343.13	52,133.05	52,922.97	53,712.90	
14			50,185.77	50,843.69	51,501.61	52,330.97	53,120.90	53,910.82	54,700.74	
15			51,173.61	51,831.53	52,489.45	53,318.82	54,108.74	54,898.66	55,688.58	
16				52,819.37	53,477.29	54,306.66	55,096.58	55,886.50	56,676.42	
17					54,465.14	55,294.50	56,084.42	56,874.35	57,664.27	
18						56,282.35	57,072.27	57,862.19	58,652.11	
19						57,270.19	58,060.11	58,850.03	59,639.95	
20						58,258.03	59,047.95	59,837.88	60,627.80	
21						59,245.88	60,035.80	60,825.72	61,615.64	

Off-schedule teachers get a 2.5% raise over the previous year, plus a longevity bonus of \$600 per year.

APPENDIX B

Odell Salary Schedules

2019-
20

		674.37			850.10	809.67				%
	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24	
1	36,928.6 7	37,603.0 4	38,277.4 0	38,951.7 7	39,626.1 4	40,476.2 4	41,285.9 1	42,095.5 8	42,905.2 5	1.025
2	37,941.2 1	38,615.5 8	39,289.9 4	39,964.3 1	40,638.6 8	41,488.7 8	42,298.4 5	43,108.1 2	43,917.7 9	
3	38,953.7 5	39,628.1 2	40,302.4 8	40,976.8 5	41,651.2 2	42,501.3 2	43,310.9 9	44,120.6 6	44,930.3 3	Step
4	39,966.2 9	40,640.6 5	41,315.0 2	41,989.3 9	42,663.7 6	43,513.8 6	44,323.5 3	45,133.2 0	45,942.8 7	1,012.5
5	40,978.8 3	41,653.1 9	42,327.5 6	43,001.9 3	43,676.2 9	44,526.4 0	45,336.0 7	46,145.7 4	46,955.4 0	4
6	41,991.3 7	42,665.7 3	43,340.1 0	44,014.4 7	44,688.8 3	45,538.9 4	46,348.6 0	47,158.2 7	47,967.9 4	
7	43,003.9 0	43,678.2 7	44,352.6 4	45,027.0 1	45,701.3 7	46,551.4 7	47,361.1 4	48,170.8 1	48,980.4 8	
8	44,016.4 4	44,690.8 1	45,365.1 8	46,039.5 5	46,713.9 1	47,564.0 1	48,373.6 8	49,183.3 5	49,993.0 2	
9	45,028.9 8	45,703.3 5	46,377.7 2	47,052.0 8	47,726.4 5	48,576.5 5	49,386.2 2	50,195.8 9	51,005.5 6	
10	46,041.5 2	46,715.8 9	47,390.2 6	48,064.6 2	48,738.9 9	49,589.0 9	50,398.7 6	51,208.4 3	52,018.1 0	
11	47,054.0 6	47,728.4 3	48,402.8 0	49,077.1 6	49,751.5 3	50,601.6 3	51,411.3 0	52,220.9 7	53,030.6 4	
12	48,066.6 0	48,740.9 7	49,415.3 3	50,089.7 0	50,764.0 7	51,614.1 7	52,423.8 4	53,233.5 1	54,043.1 8	
13		49,753.5 1	50,427.8 7	51,102.2 4	51,776.6 1	52,626.7 1	53,436.3 8	54,246.0 5	55,055.7 2	
14			51,440.4 1	52,114.7 8	52,789.1 5	53,639.2 5	54,448.9 2	55,258.5 9	56,068.2 6	
15			52,452.9 5	53,127.3 2	53,801.6 9	54,651.7 9	55,461.4 6	56,271.1 3	57,080.8 0	
16				54,139.8 6	54,814.2 3	55,664.3 3	56,474.0 0	57,283.6 7	58,093.3 4	
17					55,826.7 6	56,676.8 7	57,486.5 4	58,296.2 0	59,105.8 7	
18						57,689.4 1	58,499.0 7	59,308.7 4	60,118.4 1	
19						58,701.9 4	59,511.6 1	60,321.2 8	61,130.9 5	
20						59,714.4 8	60,524.1 5	61,333.8 2	62,143.4 9	
21						60,727.0 2	61,536.6 9	62,346.3 6	63,156.0 3	

Off-schedule teachers get a 2.5% raise over the previous year, plus a longevity bonus of \$600 per year.

APPENDIX C

EXTRA-DUTY STIPENDS

	16-17	17-18	18-19	19-20
Student Council Sponsor	\$761.20	\$780.23	\$799.73	\$819.72
Speech Coach	\$711.22	\$729.00	\$747.22	\$765.90
Math Team Coach	\$706.82	\$724.50	\$742.61	\$761.17
Scholastic Bowl Coach	\$815.57	\$835.96	\$856.85	\$878.28
8th Grade Class Sponsor	\$598.08	\$613.03	\$628.36	\$644.07
Spelling Bee Sponsor	\$125.05	\$128.18	\$131.38	\$134.67
Administrative Aide	\$1,631.13	\$1,671.91	\$1,713.71	\$1,756.55
Website Coordinator	\$652.45	\$668.76	\$685.48	\$702.62
Pre-K Coordinator	\$1,359.28	\$1,393.26	\$1,428.09	\$1,463.79
RtI Team Coordinator	\$815.57	\$835.96	\$856.85	\$878.28
PBIS Coordinator	\$815.57	\$835.96	\$856.85	\$878.28
Athletic Director	\$3,262.27	\$3,343.82	\$3,427.42	\$3,513.11
Audio-Visual Director	\$1,087.42	\$1,114.61	\$1,142.47	\$1,171.04
Computer Director	\$1,087.42	\$1,114.61	\$1,142.47	\$1,171.04
Fine Arts Coordinator	\$761.20	\$791.65	\$811.44	\$831.73
8th Grade Volleyball Coach	\$1,957.36	\$2,006.29	\$2,056.45	\$2,107.86
7th Grade Volleyball Coach	\$1,957.36	\$2,006.29	\$2,056.45	\$2,107.86
Boys' Basketball Head Coach	\$2,718.56	\$2,786.52	\$2,856.18	\$2,927.59
Boys' Basketball Assistant Coach	\$1,631.13	\$1,671.91	\$1,713.71	\$1,756.55
Girls' Basketball Head Coach	\$2,718.56	\$2,786.52	\$2,856.18	\$2,927.59
Girls' Basketball Assistant Coach	\$1,631.13	\$1,671.91	\$1,713.71	\$1,756.55
Baseball	\$1,440.83	\$1,476.86	\$1,513.78	\$1,551.62
Softball	\$1,440.83	\$1,476.86	\$1,513.78	\$1,551.62
Cheerleading Sponsor	\$1,114.61	\$1,142.47	\$1,171.04	\$1,200.31
Mentor	\$598.08	\$613.03	\$628.36	\$644.07
Yearbook	\$761.20	\$791.65	\$811.44	\$831.73

APPENDIX D – CERTIFIED EMPLOYEE EVALUATION PLAN

The plan and instrument are as follows:

A. Evaluation Process:

1. General Procedures:

- a. It is understood by the parties that all Certified employees in the district have met all competency requirements and should succeed as career Certified employees within the system. The evaluation procedure is designed for Certified employees to assist them in continuing to meet competency requirements.
- b. A joint committee of Union and administrative representatives shall review Certified evaluation procedures, standards and the instrument and make recommendations for changes and/or adjustments to the administration.
- c. All evaluations of performance of Certified employee shall be conducted openly with the full knowledge of the Certified employee.
- d. No evaluation of a Certified employee shall take place until a supervisor has acquainted each Certified employee under his/her supervision with the evaluation procedures, standards, and instruments. A pre-observation conference with the administrator will be held before the scheduled observation(s). If one is held, a pre-conference form will be completed by the teacher prior to the meeting and will be discussed with the administrator during the pre-observation conference. Nothing shall inhibit the administration from making unannounced observations. The administration shall maintain the right to make unannounced observations over the course of the year. In addition to the scheduled observation(s) if the need arises, a number of unannounced observations may be used as documentation for the evaluation.
- e. For the purpose of this contract, the word “evaluation” is used to mean a summative document that is prepared based on observations over the course of the year. It is understood that completion of the evaluation instrument for items 3.3, 3.4, 4.1, 4.2, 4.3, and 4.5 may include judgment on issues that are not observable in the e. For the purpose of this contract, the word “evaluation” is used to mean a summative document that is classroom and may be observed in other contexts. Other items may be evaluated based on classroom observation and/or through the pre and post observation conferences.

2. Procedures:

a. Non-tenure Certified Employees

1. Probationary teachers shall be evaluated annually using the same evaluation instrument as tenured teachers. Probationary teachers are not entitled to a remediation plan in the event of an “unsatisfactory” evaluation or a professional development plan in the event of a rating of “needs improvement”. A specific date

and time for the evaluation will be set. This ensures that the evaluator will be familiar with the lesson to be presented and will observe an active lesson. Within five (5) days of each visit, the administrator shall meet with the Certified employee and discuss the completed evaluation instrument. The report shall contain suggestions for improvement if the evaluator notes any deficiencies. The evaluator will include specific comments and reasons for each item marked below an excellent to ensure that the teacher knows what he/she needs to focus on improving. The Certified employee shall have the right to attach any explanation to the evaluation instrument as a part of the instrument. The employee will receive a copy of the completed evaluation.

2. The administrator shall make recommendations for continued employment of non-tenure staff/Certified employees based on evaluations.

b. Tenure Certified Employees

1. The administrator will evaluate the tenure Certified employee at least every other year. A specific date and time for the evaluation will be set. This ensures that the evaluator will be familiar with the lesson to be presented and will observe an active lesson. Within five (5) days of each visit, the administrator shall meet with the Certified employee and discuss the completed evaluation instrument. The report shall contain suggestions for improvement, if the evaluator notes any deficiencies. The evaluator will include specific comments and reasons for each item marked below an excellent to ensure that the teacher knows what he/she needs to focus on improving. The Certified employee shall have the right to attach any explanation to the evaluation instrument as part of the instrument. The employee will receive a copy of the completed evaluation. A Teacher who receives a “needs improvement” or “unsatisfactory” evaluation must be evaluated at least once during the year following the “needs improvement” or “unsatisfactory” evaluation. A new principal may evaluate all staff during their first year in the building. Within 30 days after the completion of an evaluation, for a tenured teacher who receives a rating of “needs improvement”, develop a professional development plan to address the areas needing improvement. The administrator and teacher are to develop the plan together. The plan must take into account the teacher’s ongoing professional responsibilities, including their regular teaching assignments. The plan also must describe any support the district will provide to address any areas identified as needing improvement. Within 30 days after the completion of an evaluation, for a tenured teacher who receives a rating of “unsatisfactory”, develop a remediation plan designed to correct remediable deficiencies stated in the evaluation. The remediation plan for “unsatisfactory” tenured teachers shall provide ninety (90) schools day of remediation in the classroom. The tenured teachers performance must be evaluated midway through and at the conclusion of, the remediation period. Each evaluation shall assess the teacher’s performance during the time period since the prior evaluation, provided that the last evaluation also shall include an overall review of the teachers performance during the remediation period. A written copy of the evaluations and ratings, in which any deficiencies in performance and

recommendations for correction are identified shall be provided to and discussed within 10 school days after the date of the evaluation. Evaluations at the conclusion of the remediation process shall be separate and distinct from the required annual evaluations of teachers and shall not be subject to the guidelines and procedures relating to those annual evaluations.

c. Part-Time Employees

Part-time employees shall be evaluated at least once per year.

B. Schedule of Evaluation

Every attempt will be made by the administration to evaluate one half of the teachers on tenure each year.

C. Rating Scale

Each teacher will be given a rating of Excellent, Satisfactory, or Unsatisfactory. This will be noted at the end of the evaluation instrument. The following definitions of excellent, satisfactory, and unsatisfactory rating will also be included at the end of the evaluation instrument.

Definitions of these are as follows:

Excellent:

Documented observations reveal performance of commendable quality. Multiple strengths in many skill areas. Any identified weaknesses can be improved without the intervention of the supervisor. Educator impacts positively upon the students and the school environment.

Satisfactory:

Documented observations reveal generally accepted levels of performance. This teacher meets, with few exceptions, the expectations and requirements of the District. Identified weaknesses may be improved by the teacher with the assistance of the supervisor. Educator impacts at an acceptable level upon students and the school environment.

Needs Improvement:

Documented observations reveal that this teachers performance in some areas are not consistently acceptable. In order to bring the teachers performance up to the level that will allow the teacher to have a positive impact on the students and the school environment, a professional development plan will be created.

Unsatisfactory:

Documented observations reveal that this teacher does not meet the expectations and requirements of the District. This teacher shows documented weaknesses in more than one area and requires direct intervention by the supervisor. Continued performance at below level expectations would have a negative impact upon students and upon the school environment.

D. Filing of Evaluations:

Please note the statements at the end of the evaluation instrument that insure that a copy of the final evaluation is placed in the Certified employee's file and that the Certified employee signs the evaluation instrument indicating that he/she has seen the results and had the opportunity to discuss it with his/her supervisor. Within ten (10) days of signing the final evaluation, a teacher may submit in writing a rebuttal to the evaluation to be filed with the evaluation in the certified employee's file.

E. Remediation Activities:

All remediation activities will comply with every section of the law.

EVALUATION INSTRUMENT

Name _____ Date _____ Time _____

E = Excellent S = Satisfactory N= Needs Improvement U = Unsatisfactory

INSTRUCTIONAL PERFORMANCE AND METHODOLOGY

____ 1.1. Communicates expectations and concepts with the students

____ 1.2 Uses a variety of motivational and instructional strategies

____ 1.3 Displays evidence of effective planning in the progression of the lesson

____ 1.4 Modifies and adapts the lessons presented to the abilities and learning styles of the students

____ 1.5 Charts student progress using a variety of evaluation strategies

MANAGEMENT OF STUDENTS AND ACTIVITIES

____ 2.1 Maintains positive classroom control as shown by the students being on task

____ 2.2 Maintains a positive learning environment.

PERSONAL CHARACTERISTICS

____ 3.1 Shows enthusiasm towards teaching and learning

____ 3.2 Enhances the learning and teaching experience with personal characteristics:
grooming and voice

____ 3.3 Evidences punctuality, good attendance, and sound judgment

____ 3.4 Works such time as is necessary to accommodate faculty meetings, in-service workshops, parent-teacher conferences, and emergency supervision of students.

PROFESSIONAL QUALITIES

____ 4.1 Follows district policies, procedures, and is receptive to suggestions for improvement

____ 4.2 Works well with other people for the welfare of the students and the betterment of the school.

____ 4.3 Is always seeking ways to grow as a professional educator.

____ 4.4 Knows the subject matter and is able to teach it.

____ 4.5. Solves problems by communicating with the administration and the School Board following the chain of authority.

ADDITIONAL COMMENTS:

SUMMARY RATING OF TEACHER:

____Excellent ____Satisfactory ____Needs Improvement ____Unsatisfactory

Excellent: Documented observations reveal performance of commendable quality. Multiple strengths in many skill areas. Any identified weaknesses can be improved without the intervention of the supervisor. Educator impacts positively upon the students and the school environment.

Satisfactory: Documented observations reveal generally accepted levels of performance. This teacher meets, with few exceptions, the expectations and requirements of the District. Identified weaknesses may be improved by the teacher with the assistance of the supervisor. Educator impact at an acceptable level upon students and the school environment.

Needs Improvement: Documented observations reveal that this teachers performance in some areas are not consistently acceptable. In order to bring the teachers performance up to the level that will allow the teacher to have a positive impact on the students and the school environment, a professional development plan will be created.

Unsatisfactory: Documented observations reveal that this teacher does not meet the expectations and requirements of the District. This teacher shows documented weaknesses in more than one area and requires direct intervention by the supervisor. Continued performance at below level expectations would have a negative impact upon students and upon the school environment.

Teacher's Signature

Date

Evaluator's Signature

Date

The above signatures indicate that all parties have read this report and that a discussion regarding the report has been held between the teacher and the evaluator. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, the evaluation. A copy of this evaluation will be given to the employee and also placed in his/her personnel file.

PRE-OBSERVATION WORKSHEET

Teacher_____

Subject_____ Grade_____

Pre Conference Date_____ Observation Date_____

The teacher will complete this form and discuss the contents with the evaluator prior to the scheduled observation. The class to be formally observed may be mutually agreed upon. The teacher will provide this form to the evaluator at least one school day prior to the pre-observation conference.

1. What is/are the objective(s) of the lesson? _____

2. Which of the following steps will take place during the lesson?

- _____ Introduction of a new lesson or unit
- _____ Continuation of a previous lesson or unit
- _____ Review of material previously introduced

3. What teacher/learner activities will take place? _____

4. How is the teacher going to check for student understanding and mastery of the lesson's objective(s)? _____

5. What particular of specific teaching behaviors does the teacher especially want monitored? _____

6. What special circumstances should the evaluator be aware of in the classroom?

7. What materials and/or equipment are to be used in the lesson?
