

CASS SCHOOL DISTRICT 63 & CASS EDUCATION ASSOCIATION



TEACHER CONTRACT

AUGUST 15, 2017
To
AUGUST 14, 2022

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Article I

Recognition

1.1 Recognition/Negotiation Procedures

The Board of Education of Cass School District 63, Darien, DuPage County, Illinois (hereinafter referred to as the "Board") hereby recognizes the Cass Education Association (CEA), Illinois Education Association-National Education Association (IEA-NEA) (hereinafter referred to as the "Association"), as the sole and exclusive bargaining agent for all regularly employed full-time and part-time licensed personnel except all confidential, supervisory, managerial, psychologists and short-term Teachers as defined by the Illinois Educational Labor Relations Act ("IELRA").

"Good Faith" is defined as the mutual responsibilities of the Board and the CEA to professionally interact with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

1.2 Strike Clause

The Association agrees not to strike, or deliberately engage in, or support, or encourage any concerted refusal to render uninterrupted services to the School District for the duration of this contract. The District agrees not to lock out Teachers covered by this contract for the duration of this contract.

1.3 Association Rights

It is expressly understood by both parties that the inclusion of Article XII, Management Rights, in the Agreement does not constitute a waiver by the Association of its right to bargain any mandatory subjects of bargaining.

1.4 Teacher Council

The Cass School District 63 Teacher Council is composed of designated Cass Education Association and Cass School District Administration representatives. The Council meets monthly, should either group have topics for discussion, to provide an opportunity to enhance communications between colleagues. These members support each other and all staff in the ongoing pursuit of attending to the many facets involved with working in a highly effective and productive school district, "Where the focus is on the child."

Article II

Teaching Conditions, Duties and Responsibilities

2.1 School Calendar

The school year calendar shall be one hundred eighty (180) days. The Teacher work year shall consist of one hundred seventy-four (174) Pupil Attendance Days, one (1) Parent/Teacher Conference Day, one (1) beginning of year Parent/Student Orientation Day, officially defined and reported as a Parent/Teacher Conference Day and four (4) Institute Days. The CEA President and one CEA member will meet jointly with an Administrator regarding the upcoming school year calendar prior to Board approval.

Parent/Teacher Conferences

Both the Board of Education and the CEA see the value of conferences as a communication avenue with parents and for their value to the overall school system from a community relations point of view. Teachers may be required to participate in one (1) evening of parent-teacher conferences to be no longer than four (4) hours in length and one (1) afternoon of parent-teacher conferences to be no longer than five (5) hours in length, as established by Administration.

2.2 School Day

The Teacher workday for full-time Teachers consists of no more than eight (8) hours, inclusive of a continuous thirty (30) minute duty-free lunch. Student day start/stop times shall be established by the Board of Education. The Superintendent, or designee, no less than 20 business days prior to Board action, shall meet with the Teacher Council to discuss the start/stop times to be recommended to the Board of Education for the upcoming school year if a change is required. Dismissal supervision assignments at Concord Elementary School (i.e., bus duty, assisting with students in walker/car rider line), shall be rotated on a yearly basis. Each teacher at Concord Elementary School may be scheduled no more than one (1) recess duty per week. Assigned days for recess duty shall be rotated on a yearly basis. See Appendix H.

Student Contact Time

Full-time Teachers at Concord Elementary School and Cass Junior High School shall have no more than three hundred thirty (330) minutes of Student Contact Time per day except when field trips or other specific activities are involved, which are not on a consistent basis.

Plan/Collaboration Time

Each teacher at Concord Elementary School shall receive on a weekly average a minimum of 45 plan minutes within the student day and a minimum of 45 plan minutes outside the student day. At Cass Junior High School each teacher shall receive 45 continuous plan minutes within the student day and a minimum of 45 continuous plan minutes outside the student day. Due to the unique structures and functions of both Elementary and Junior High programming, variances in individual total plan time may exceed minimum plan time daily averages. Significant efforts have been made throughout

this contract to balance instructional and non-instructional plan and supervision time between Concord Elementary School and Cass Junior High School. Refer to Appendix H.

The parties do acknowledge that the exact amounts of planning and preparation time as specified in this section may not always be possible for special subject area teachers and special service teachers; however, they will be afforded a minimum of 275 minutes per week. If the teacher is unable to schedule 275 minutes, the following process will be followed:

1. Consult with Building Principal
2. Matter may be submitted to Teacher Council

This number may not be met in the case of field trips and other special occasion activities, but this shall not happen on a consistent basis. The Board of Education or its designee and the CEA shall mutually agree to any changes in the Cass Junior High School school day in regard to scheduling, number of plan periods and student contact time. Every reasonable effort shall be made to minimize the number of different subject preparations a Teacher is assigned.

Special Education Teachers, Speech and Language Teachers and Social Workers involved in preparing for Annual Reviews and/or Individual Education Plans shall be provided the equivalent of up to one (1) full day per year of release time for such preparation. Teachers shall request from the Principal when that release time will be taken.

Professional Development

Teachers shall be encouraged to participate in professional development opportunities at no loss of salary. Each teacher shall be offered the opportunity to participate in a District-approved professional development activity once every three years at District expense. A yearly Professional Development Cycle list will be provided to Teachers at the beginning of the year by each Building Principal. Teachers who have been approved for the retirement salary enhancement will be eligible for the first two (2) years of the four (4) year notice if their three (3) year cycle falls within those first two (2) years. If their three (3) year cycle falls within their last two (2) years they will not be eligible.

Additional Team Planning

In addition to daily and/or weekly plan time, each Team shall receive the equivalent of one release day of planning per year. Teams shall coordinate this release day with their Building Principal. Teams shall have the option of using two half-days (1/2 days). If using a half-day, it must be paired with another team, unless approved otherwise by the Building Principal.

Travel Time

Adequate travel time, not included in the Teacher's plan/collaboration or duty free lunch time, shall be provided whenever a Teacher is required to teach at more than one location.

2.3 Part-Time Teachers

A Part-Time Teacher shall be any Teacher that is assigned or requests any amount less than a Full-Time Equivalent (FTE). A FTE shall be assigned the total of four hundred eighty (480) minutes.

FTE ratio shall be determined by the total number of minutes assigned or requested over the total amount of minutes for a FTE. Compensation is determined by multiplying the part-time FTE ratio by the FTE salary according to the Part-Time Teacher Matrix (See Appendix G).

Any Part-Time Teacher shall receive a full thirty (30) minute duty free lunch if they work four (4) or more hours per *The School Code*.

Plan time for Part-Time Teachers at both Concord Elementary School and Cass Junior High School shall be determined by multiplying the FTE ratio by the total amount of plan time allotted to a FTE.

Part-Time Teachers shall attend team meetings, student meetings, and institute meetings that fall outside of their assigned or requested day at the discretion of the Building Principal. Part-Time Teachers shall be compensated for these meetings according to the extra-duty rate Section 8.7.

2.4 Student Placement/Assignment

In consultation with the Association, the District shall utilize the following:

1. Review and solicit feedback regarding student placement/assignment protocols and programs.
2. Determine how training may be available for Teachers.
3. Schedule for joint planning time between the Regular Education Teacher, and Special Service Teachers. Every effort shall be made to schedule these meetings during the Teacher day on a weekly/as needed basis.
4. Monitor classroom conditions to ensure that students' academic, emotional and social needs are being addressed. Consideration shall be given to the weighting of classes with students.
5. When the teacher, using professional judgment, perceives that the composition of the classroom is not educationally conducive, the following process should be followed:
 - (1) Consult with Building Principal
 - (2) May submit to Teacher Council
6. Teachers may request an Instructional Assistant due to factors such as class size and unique or diverse student needs.

2.5 Class Size

In consultation with the Association, the District shall use the following guidelines:

When a class size exceeds 24 students at the Kindergarten through Second grade levels the Administration shall review the need for an additional section. When a class size exceeds 26 students at the third and fourth grade levels the Administration shall review the need for an additional section. When a class size exceeds 28 students at the fifth through eighth grade levels the Administration shall review the need for an additional section.

Core classes and elective programs at Cass Junior High School shall be scheduled with every effort to assign a number of students not to exceed student stations. When the teacher, using professional judgment, determines that the composition of the classroom is not educationally conducive, the following process shall be followed:

- (1) Consult with Building Principal
- (2) May submit to Teacher Council

The District shall work to limit the maximum amount of mainstreamed, non-regular education students to two (2) students in a classroom at any one time.

2.6 Vacancies

A vacancy shall be defined as any Part-Time and Full-Time teaching position, which is open due to retirement, resignation, leave of absence, death, transfer, termination, non-renewal or newly created position.

The Superintendent or his/her designee shall e-mail a notice of a vacancy, teaching or extra-curricular, within five (5) business days thereof. During summers this notice shall be given using the emergency phone notification system in addition to e-mail. If appropriate, such notice shall be accompanied by a statement of minimum qualifications.

Consideration shall be given to internal transfer applicants for vacancies if such application is submitted within five (5) days of the posting. Such application shall be submitted in writing to the Superintendent or his/her designee.

2.7 Involuntary Transfer

A transfer is defined as a change in position from one (1) building to another, from one (1) grade level to another, or from one (1) area of licensure to another as may be required by the Administration.

In the event of an involuntary transfer, (1) volunteers shall be sought first, (2) if no qualified volunteer is selected, then an involuntary transfer will occur, (3) upon request of the Teacher being transferred, the Building Principal and Teacher shall meet and discuss the reasons for such transfer.

Teachers transferred may request a list of current vacancies from the Superintendent or his/her designee.

2.8 Job Share

Job Sharing, as defined in this section, is a voluntary program providing two (2) tenured Teachers the opportunity to share a FTE position that would be covered under the terms of this contract. Teachers who seek to share positions during all or a part of a school year shall submit an application and proposed plan for a job sharing program to the Superintendent or designee on or before March 1 of the year preceding the school year for which the program is requested for commencement and/or reapplication.

Formal request of application for job sharing is required by completing the Job Share Request Form located in Appendix A. A copy of such application shall be concurrently submitted to the Teacher's Building Principal and the Association President.

A job sharing plan shall include, but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, attendance at staff meetings, District meetings, in-service days, parent conferences, field trips and all other pertinent details. It is the expectation of the District that both Teachers shall participate in all such activities (other than field trips) as a part of their job share responsibilities.

Salary shall be pro-rated based on the time worked (FTE ratio). Participants in job sharing positions shall be compensated and receive salary increases equivalent to a Full-Time teaching assignment as defined under Appendix C of this contract.

Fringe benefits shall be in accordance with Article IX of this contract.

The maximum length of an approved job-sharing program shall be one (1) year. Teachers who share positions may apply for job sharing programs in successive years, but each application shall be individually considered. A participant in a job-sharing program shall have no vested right in its renewal or extension.

Teachers participating in the job-sharing program shall acquire seniority according to Article IV, Section 6.

Each application for a job-sharing program shall be granted or denied within the sole discretion of the Board and the Administration. All such actions shall be non-precedential.

The continued contractual status (tenure) of a Teacher shall not be affected by the granting of such program.

Any Teacher whose request for job sharing is denied, may, upon request, receive the rationale for such denial in writing from the Superintendent. The Board reserves the right to limit the number of job share positions to two pairs of Teachers for the entire District in any given year. Additionally, the decisions to grant, deny or extend such job share shall not be subject to the grievance procedure found herein.

Article III

Association and Teacher Rights

3.1 Staff Protection

The Board shall take reasonable steps to ensure that Teachers are protected from emotional, physical and/or psychological intimidation or abuse. Any Teacher who, while carrying out assigned teaching duties, believes he/she has been threatened either by an individual or group (i.e., parents or coworkers) shall immediately notify the Teacher's Building Principal or Superintendent. Upon receiving such notice from a Teacher, the Building Principal or the Superintendent shall take reasonable steps to ensure the Teacher's safety. All steps shall be officially documented. The Teacher shall receive communication regarding the investigation within five (5) business days.

As part of their professional responsibilities, all Teachers and Administrators shall maintain confidentiality regarding all matters that pertain to students and staff members.

Any Teacher who, while carrying out assigned teaching duties, feels he/she has been intimidated emotionally, physically, or psychologically threatened or bullied by a supervisor, shall immediately notify the Superintendent in consultation with an Association representative. Upon receiving such notice from a Teacher, the Superintendent shall investigate the complaint. The Teacher shall receive communication regarding the investigation within five (5) business days.

Any Teacher who, while carrying out assigned teaching duties, feels he/she has been intimidated emotionally, physically, or psychologically threatened or bullied by the Superintendent, shall immediately notify the Board of Education in consultation with an Association representative. Upon receiving such notice from a Teacher, the Board of Education shall investigate the complaint. The Teacher shall receive communication regarding the investigation within five (5) business days.

Any complaint about a Teacher received by an Administrator, and deemed serious enough to justify investigation or discussion, shall be brought to the immediate attention of the Teacher involved within two (2) work days. The Teacher is to be informed of the name of the individual(s) and the nature of the complaint.

The path of resolution shall be in the following order: (a) Teacher or Teacher and Principal, (b) Principal, (c) Superintendent, and (d) Board of Education. Complaints initiated at the wrong level shall be redirected to the appropriate level. The Teacher may choose to have IEA representation at all levels of the resolution process.

Whenever a conference between a Teacher and an Administrator is held in which there is a discussion of a specific or potential disciplinary action (e.g., termination, dismissal, suspension or a written reprimand that is to be part of the Teacher's personnel file) the Teacher shall have the right to have an Association representative present upon request. A conference to discuss a Teacher's evaluation shall not be construed as the discussion of a specific disciplinary action.

Enforcement of discipline (e.g., suspension without pay and a written reprimand) shall be for just cause.

The Board of Education shall furnish information, which may be necessary for the Association to process a grievance or to otherwise fulfill its obligations as the exclusive bargaining representative of the Teachers covered by this Agreement.

The Board of Education Meetings public reports and informational items will be provided to the Association President prior to the Board of Education Meeting.

When a Teacher is required to appear before the Board of Education concerning any matter that could reasonably be expected to adversely affect terms and conditions of employment, the Teacher shall be given at least forty-eight (48) hours prior written notice of the reasons for such appearance. Said Teacher is entitled to have a representative from the Association and/or IEA present.

The parties acknowledge and agree that pursuant to the provisions of the Illinois School Code, the Board of Education is required to provide indemnification for Teachers and to protect said Teachers against claims and suits.

3.2 Personnel File

A Teacher shall be entitled to review non-confidential documents as specified by law in his/her personnel file during regular business hours. Such request should be made at least 24 hours in advance. At the Teacher's request a representative of the Association may accompany the Teacher in his/her review. A representative of the Administration may also 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 copy such material if the facilities to accomplish this are available and if the Teacher pays the cost thereof.

The Teacher shall receive a copy of all written materials prior to officially being placed in his/her personnel file. A Teacher may prepare and have placed in the Teacher's personnel file a reply to any written letter or reprimand issued to the Teacher and any written material to be placed therein. A Teacher may request an informal review of any written materials to be placed within the file with the Superintendent prior to final action on the placement of materials in the file or discipline thereof within twenty (20) business days from the date that such material is first presented to the Teacher. At the Teacher's request a representative of the Association may accompany the Teacher in this review. A representative of the Administration may also be present during such review.

3.3 Association Leave

The Association President, and/or his/her designee, shall have four (4) paid release days for Association purposes per each year of the contract.

3.4 Fair Share

It is recognized that the negotiation and administration of this Agreement results in expenses, which are appropriately shared by all Teachers. To this end, if a Teacher does not join the Association within twenty (20) work days of commencement of his/her duties, or effective date of this Agreement, whichever is later, such Teacher shall:

Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration. This may be handled through payroll deductions, or a like sum may be paid directly to the Association.

The foregoing provision shall apply to all teachers.

In the event that the Teacher does not execute an authorization or does not pay his/her fair share fee directly to the Association by twenty (20) business days following the commencement of employment of the Teacher or the effective date of this Agreement, whichever is later, the Board of Education shall deduct the fair share fee in equal payments of nine (9) from the regular paycheck of the Teacher beginning with the October 15 paycheck.

The Board of Education shall pay such fee to the Association no later than ten (10) business days following deduction.

In the event a Teacher objects to the amount of such fee, the Board of Education shall continue to deduct the fee, and the Board of Education shall transmit the fee to the Illinois Educational Labor Relations Board ("IELRB"), which shall hold the fee in escrow in an account established for that purpose. The Board of Education shall continue to transmit such fee to the IELRB until further order of the IELRB.

If a non-member Teacher declares the right of non-association based upon bonafide religious tenets or teaching for a church or religious body of which such Teacher is a member, such Teacher shall be required to pay an amount equal to the proportionate share to a non-religious charitable organization mutually agreed upon by the Teacher and CEA. If the Teacher and the CEA are unable to reach agreement on the matter, a charitable organization shall be selected from a list established by the Illinois Educational Labor Relations Board in accordance with its rules.

The Association agrees to defend, indemnify, and save the Board harmless against claims, demand, suit and other forms of liability that may arise by reason of any action taken by the Association or by the Board of Education in complying with the provision of this Section.

3.5 Use of Buildings

The Association shall have the right to use school buildings and equipment provided that (1) no Association use on matters of Supervisor-Teacher or School Board-Teacher relationship shall be discussed in the presence of students and (2) meetings scheduled under this provision shall not conflict with normal Teacher assignments and (3) any extra

expenses incurred by the Board of Education shall be reimbursed by the Association. Prior notice shall be given to the Building Principal or designee, for approval.

3.6 Avenues of Communication

The Association President or his/her designee shall have the right to disburse notices and materials relating to legitimate Association activities in the Teachers' physical or electronic mailboxes. The Association may use space on faculty bulletin boards.

3.7 Duplication of Materials

Upon reasonable request, the Association will be permitted to have materials duplicated on District duplicating equipment.

The District agrees to make an electronic copy of the Cass School District 63 and Cass School District Association Teacher Contract available on the District's website.

3.8 Contractual Modifications

Changes to all forms governed by this contract will be made by mutual agreement of the Association and Board of Education or its designee.

Article IV

Reduction in Teachers

4.1 Reduction in Teachers

If the Board determines to decrease the number of Teachers employed or to discontinue some particular type of teaching service, the Board shall follow the procedures as set forth in the *Illinois School Code*.

4.2 Honorable Sequence of Dismissal List

An Honorable Sequence of Dismissal List, without personally identifying information, shall be distributed to the President of the Association each year by February 1.

No later than February 1, the District shall provide individual notices to each teacher containing the following information:

- a) Name
- b) Previous summative performance evaluation ratings pursuant to law
- c) Reduction in Force (RIF) group placement
- d) Positions for which the teacher is qualified
- e) Date of hire
- f) Current teaching position
- g) Total years of service in the District

The individual teacher shall have until March 1 to file written objections as listed above with the Administrative Assistant to the Superintendent. The objection shall specify any alleged errors. The errors shall be corrected and the corrected copy shall be sent to the Association President and the Teacher involved. The final corrected and complete Honorable Sequence of Dismissal List and the performance rating group list, with Teachers' names, shall be sent to the Association President ten (10) business days prior to the March Board of Education Meeting. Failure of the Teacher to make a timely objection shall be deemed an acceptance of the information related to the Honorable Sequence of Dismissal List. Any subsequent challenge shall be prohibited thereafter until the filing of the next Honorable Sequence of Dismissal List.

4.3 Reduction in Force ("RIF") Joint Committee

Annually a Reduction in Force Joint Committee shall convene by no later than December 1 to address matters within its authority under Section 24-12 of the Illinois School Code. The RIF Joint Committee shall be composed of the Superintendent and the Association President. In the case of a year that a RIF will occur, the Superintendent and Association President will be joined by the following additional members: each Building Principal and a CEA designated teacher representative from each building.

4.4 Seniority Definition

If the years of total service (see Article 4.6.2) with the District are equal between two or more Teachers, the level of education shall control, and if the level of education is equal, prior teaching experience outside Cass School District 63 shall control. Should prior teaching experience outside Cass School District 63 be equal, seniority shall be determined by the date of hire as approved by the Board of Education. If still no decision is reached through these methods, the issue shall be determined by lot with an Administration and Association representative present.

A Teacher employed part-time shall accrue seniority on a pro-rated basis per the FTE ratio (as determined by Section 2.3).

4.5 Recall Procedure

Recall procedures shall be in accordance with *Illinois School Code*.

4.6 Seniority List

A Seniority List, which ranks all Teachers in the District, shall be developed each year by February 1. The complete list shall be sent to the Association President. Each Teacher shall receive documentation of his/her seniority rank and/or information on the Seniority List. The Seniority List shall serve as the official record of the seniority for the given year.

The listing shall provide the following information for each Teacher:

- Name
- Total days of service
- Date tenured (includes leaves where sick time was used and the leave was paid)
- The final and complete Seniority List shall be sent to the Association President ten (10) business days prior to the March Board of Education Meeting.

Article V

Leaves

5.1 Sick/Personal Leave

Each Teacher shall be entitled to a total of twelve (12) sick leave days per school year. Any unused sick and/or personal leave days shall accumulate to a maximum of Three Hundred Forty (340) days. Sick leave defined as in The School Code.

Each Teacher shall be entitled to five (5) paid personal days, which may be utilized for sick leave as defined in The School Code or for other personal matters. Any unused personal days shall carry over and be counted toward accumulated sick leave days.

All requests for personal or sick leave shall be made via the District-wide attendance system. Should a Teacher be out of days, emergency exceptions will be considered by the Superintendent or designee on a case-by-case basis with no decision being precedent setting.

All personal leaves must be requested as soon as possible and at least twenty-four (24) hours before the absence is to begin.

Requests for non-illness purposes shall be limited to five percent (5%) or no more than four (4) Teachers districtwide on any given day.

Teachers shall be notified regarding disapproval in a timely manner. When an absence is for a half-day, please refer to Appendix G for specified half day times. When a conflict arises due to the start time of a professional development activity, a Teacher may consult with his/her Building Principal for an adjustment of the specified time parameters.

5.2 Remaining Sick Leave Days Upon Retirement

Teachers shall be paid twenty dollars (\$20.00) for every sick day accumulated that is not needed for TRS creditable services. Teachers shall receive twelve (12) sick days and five (5) personal days at the beginning of each school year, regardless of the total number of days previously accumulated. Teachers shall receive pay for days accumulated after June 30 but no later than July 30 following the date of retirement.

5.3 Leaves of Absence

The Board of Education may grant a leave of absence, with or without pay, to licensed personnel within the provisions of The School Code. The Board of Education shall retain the exclusive right to grant or deny a request for leave if all conditions are met, up to a maximum of two (2) school years.

Types of Leaves

- Graduate or Post-Graduate studies
- Teacher exchange programs
- Health (Teacher and/or immediate family)

- Parental leave (maternity, paternity, adoptive)
- Travel
- Sabbatical
- Other

Any leave must include a plan for the commencement and termination of such leave as worked out between the Teacher and Superintendent or designee, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. This plan will be presented in a meeting with the Superintendent or designee. Written notification for the commencement of a leave, with the exception of maternity and paternity, must be submitted no later than March 1. Written notification for return, application for a second year of leave, or resignation, with the exception of maternity and paternity, must be submitted no later than March 1 of the leave year. Failure to notify the Superintendent or designee may result in termination of the Teacher's employment.

Any Teacher on paid leave will accrue Days of Service credit and shall be accorded the same benefits to which the Teacher would have been entitled were he/she regularly employed, provided that a Teacher on leave shall not accrue sick/personal leave days during the period of such leave.

Any Teacher on an unpaid leave of absence will not continue to accrue Days of Service credit but shall have the option to remain an active participant in all fringe benefit programs by the timely contribution of the cost of such programs on an individual basis.

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 shall be assured of an equivalent, but not necessarily the same, position as that formerly occupied.

The Teacher shall receive salary recognition based on the compensation plan (Appendix D) provided said Teacher was on leave 90 days or less during a contracted 180-day school year. The Teacher shall also receive salary recognition based on the compensation plan (Appendix D) provided said Teacher was granted a leave for an approved Teacher exchange program.

See Appendix B for Application of Leave Form

5.4 Family Medical Leave

Teachers shall be informed of their statutory rights under the Family and Medical Leave Act (FMLA). Eligible employees are entitled to twelve (12) work weeks of unpaid family and medical leave during any school year in accordance with the FMLA. A Teacher may elect to substitute any of his/her accrued paid leave to all or a portion of the leave, within the eligible leave period of up to twelve (12) work weeks. The District shall not require the Teacher to substitute accrued paid leave to all or any portion of the leave.

5.5 Jury Duty

The Board of Education shall pay the regular salary to Teachers called to serve as jurists or subpoenaed to appear before legal review panels as witnesses. This section shall not be applicable to any matter where the Teacher and/or Association are adversarial parties to the Board of Education.

Article VI

Grievance Procedure

6.1 Definition

A grievance shall mean a complaint or claim by a teacher, or a group of teachers, or by the Association that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

6.2 Statement of Principles

Every Teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual Teacher from discussing a problem with the Administration and having it adjusted without representation by an Association representative; however, the Administration shall not bargain individually with any bargaining unit employee over any mandatory subjects of bargaining, and any remedies or agreements reached may not alter any terms of this Agreement. A copy of all formal written grievances filed shall be forwarded to the Association President immediately upon receipt by the Administration.

A Teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation. All records pertaining to the processing of a grievance shall be filed separately from personnel files of the Teacher.

The failure of a Teacher or the Association to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limit, however, may be extended by written agreement.

Any Teacher has the right to be represented in the grievance procedure. The Teacher may be present at any step of the grievance procedure. An illness or other incapacity of the Teacher shall be grounds for one necessary extension of the grievance procedure time limits.

An Association representative shall have the right to be present at any of the formal steps of the grievance procedure. The disposition shall not be in conflict with any of the terms or conditions of this Agreement.

Hearings and conferences under this procedure shall be conducted at a time and place which affords a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours, or during non-teaching hours of personnel involved. When such hearings and conferences are held during school hours, all Teachers whose presence is required shall be excused, with pay, for that purpose.

It is agreed that any investigation or other handling or processing of any grievance by the grieving Teacher or Association representatives shall be conducted so as to result in no

interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

The Board of Education, Administration, Association, and grievant(s) shall cooperate in the investigation of any grievance. When the presence of a participant at a grievance hearing is requested by either party, illness or other incapacity of said participant shall be grounds for any necessary extension of grievance procedure time limits as may be mutually agreed to by the parties.

6.3 Procedures

First Step

An attempt shall be made to resolve any grievance in an informal, verbal discussion between the grievant or Association and his/her Building Principal or immediate supervisor.

Second Step

If the grievance cannot be resolved informally, the Teacher or the Association may file the formal grievance in writing with the Building Principal. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated, and should state the remedy requested. The filing of the formal grievance at the Second Step must be within twenty (20) working days of the event giving rise to the grievance, or of the date when the grievant could reasonably have become aware of such occurrence. After the grievance is filed there shall be a meeting between the grievant, and/or his/her representative, and the Building Principal within ten (10) working days. A formal response shall be given within five (5) working days of such meeting. If the grievance arises from a decision of an Administrator above the Building Principal, the grievance may be formally filed at the Third Step.

Third Step

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved Teacher may file within ten (10) working days of the Building Principal's formal response at the Second Step, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved, representatives of the aggrieved as desired, the Building Principal and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) working days of the Third Step grievance meeting and communicate the reasons for the decision in writing to the Teacher, the Building Principal and the Association.

Fourth Step

If the grievance cannot be resolved at Step Three or if Step Three time limits expire without the issuance of the Superintendent's response, the grievant and/or the Association may within ten (10) working days of the issuance of the Superintendent's response (or the expiration of the time limit to issue the same) submit the grievance to the Board of Education. The Board of Education shall, within twenty (20) working days, conduct a closed session meeting on the grievance. The grievant and an Association representative shall be invited to attend this meeting. The Board of Education shall provide the grievant with its written response setting forth the disposition of the grievance within ten (10)

working days following the meeting. Such response shall contain the reasons upon which the disposition of the grievance is based.

Fifth Step

If the grievance is not resolved at the Fourth Step, the Association may submit, in writing, within twenty (20) working days, a request to enter into binding arbitration. Within five (5) working days of said request, the parties shall request the American Arbitration Association to provide a list of arbitrators.

Expenses for the Arbitrator's services and the expenses, which are common to both parties to the arbitration, shall be borne equally by the Board of Education and the Association. Each party to the arbitration proceedings shall be responsible for compensating its own representatives and witnesses. Teacher witnesses or representatives shall be excused from duty for such proceedings. If either party desires a record of the proceedings, it may, at its own expense, provide it.

The Arbitrator, in his/her opinion, shall not amend, modify, ignore, or add to the provisions of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him by the Board of Education, the Aggrieved, and the Association and the Arbitrator's decision must be based solely upon his interpretation of the meaning of application of the express relevant language of the Agreement.

A Grievance Form is located in Appendix C.

Article VII

Retirement

Any Teacher may elect to participate in the program set forth below, provided the Teacher meets the prescribed eligibility requirements.

7.1 Eligibility for Retirement Enhancement Program

Retirement provisions contained herein shall be available to any contractually licensed Teacher who plans to retire from employment with a minimum of fifteen (15) consecutive years of service to the District and who is qualified to receive retirement benefits under the provisions of the Illinois Teachers' Retirement System (TRS).

Retirement Enhancement Program

A Teacher who qualifies for retirement benefits from the Illinois Teachers' Retirement System without any required Employer contribution is eligible to receive a five percent (5%) increase over the prior year's contract salary in lieu of the contract's compensation plan with the exception of the salary increases permitted under Section 16-158(g) and (h) of the *Illinois Pension Code* (40 ILCS 5/16-158(g) and (h)) without the Board of Education incurring a penalty. The Teacher shall receive the five percent (5%) increases on his/her base salary for four years. Teachers receiving stipends for extra duty at the time of approval ("Year 0") will have those stipends included with their base pay for Retirement Enhancement Program calculations, provided stipend responsibilities continue to be fully met.

			Total Salary
Year 0	Base Pay (BP)	Stipends (S)	(BP + S)
Year 1	BP Year 0	S Year 0	(BP Year 0 + S Year 0) * 1.05
Year 2			(Year 1 total Salary) * 1.05
Year 3			(Year 2 total Salary) * 1.05
Year 4			(Year 3 total Salary) * 1.05

Notification to the District for Retirement Enhancement

Teachers wishing to participate in the Retirement Enhancement Program shall notify the Superintendent in writing no later than March 1, four years prior to the year of retirement.

Eligibility Determination for Retirement Enhancement

In the event there are more than three (3) Teachers who are eligible for the retirement enhancement and more than three (3) request the retirement enhancement the following order of criteria shall be used to determine who may take this retirement option:

1. Teachers who have been denied the option the previous school year.
2. Seniority list
3. Credit to the Teacher Retirement System (TRS as documented by the TRS Supplementary Report)
4. By lot

The Board of Education shall notify all applicants in writing by May 1 of the year of application as to their acceptance or denial into the Retirement Enhancement Program.

The Board of Education, in its sole and non-reviewable discretion, may permit additional Teacher retirees provided, however, such permission shall not be deemed to create a past practice, pattern or precedent.

7.2 Irrevocability

A Teacher's notification of intent to retire may only be rescinded for the following reasons:

- Death in the retiree's immediate family; or
- Other compelling justifications as determined solely by the Board of Education, and not reviewable, said reason to be non-precedential with respect to granting or denying requested changes in retirement election.
- If the retirement is rescinded by the Board of Education, Teacher will meet with the Superintendent or designee to determine how enhancement money will be repaid.

7.3 Insurance

For Teachers who meet the conditions of Section 7.2.2 of this contract, completed ten (10) years of full-time consecutive teaching service to the District, participated in the Retirement Enhancement Program and who retire without the Board of Education incurring a penalty; the Board of Education shall reimburse up to five thousand dollars (\$5,000) annually towards the District retiree's health insurance, or if applicable, his/her Medicare supplement for five (5) consecutive years after the effective retirement date.

Each retiree shall be solely responsible for applying and qualifying for his/her health insurance coverage.

The retired Teacher shall be eligible to participate in the District's dental and/or vision insurance program, at the sole cost of the Teacher and receive the same benefit as regularly employed Teachers; provided that such participation is allowed by the terms and conditions of the District's insurance programs.

7.4 Limitation on Board Liability and Unintended Adverse Effects

The Parties agree that if legislation is enacted or administrative rules adopted during the life of this Agreement that adversely effects the Board's obligations or employee rights or benefits set forth in this Article, the Parties agree to meet within thirty (30) days of the passage of the legislation or administrative rules to discuss the impact of such legislation or administrative rules.

Article VIII

Compensation

8.1 CPI Reference

The Consumer Price Index (CPI) applied to all aspects of this Agreement is the Consumer Price Index-Urban (CPI-U) that is utilized for the Illinois Property Tax Extension Law Limit (PTELL) and has a locally imposed floor as specified in Section 8.2.3

- CPI-U of December 2016 applied to the 2017/18 School Year
- CPI-U of December 2017 applied to the 2018/19 School Year
- CPI-U of December 2018 applied to the 2019/20 School Year
- CPI-U of December 2019 applied to the 2020/21 School Year
- CPI-U of December 2020 applied to the 2021/22 School Year

8.2 Determination of Salary

The Superintendent, subject to the approval of the Board of Education, shall make the initial determination of salary.

The Salary Compensation Plan is attached as Appendix D.

Any approved course work, outside of Master's Degree work, shall be reimbursed as called for in the methods of earning college credit section of this policy. College credit as outlined in this paragraph shall be credited as Master's + hours for advancement to Lanes 4, 5 and 6 once a Master's Degree is acquired.

All college credits earned by August 31 and official transcripts submitted to the District Office by October 1 shall be recognized in determining which Lane a Teacher shall be placed for the school year. If the university has not made available official transcripts on or before October 1, the Teacher will be compensated retroactively to the beginning of the current school year upon receipt of the official transcript. An amended salary statement will be provided to the Teacher.

Salaries shall be figured according to the salary compensation plan in Appendix D. If CPI falls below two (2) percent, the floor will be two (2) percent for the 2017/18 and 2018/19 school years. For the 2019/20 school year, if CPI falls below one and a half percent (1.5%), the floor will be one and a half percent (1.5%). For the years 2020/21 and 2021/22 if CPI falls below zero percent (0%), the floor will be zero percent (0%).

	Floor
2017/18	2%
2018/19	2%
2019/20	1.5%
2020/21 and beyond	0%

If a Teacher completes the required coursework for lane movement (per the salary compensation plan in Appendix D), an additional three thousand (\$3000) shall be applied to the Teacher's salary prior to the percent increase for that year.

8.3 Salary Statement

The District shall provide each Teacher with a salary statement twenty (20) days prior to the start of the school year. The statement shall include the Teacher's salary, lane, extra duty positions, current years accumulated of Teaching in the District, and date of tenure. See form in Appendix G.

8.4 Methods of Earning College Credits

College credits may be earned by successful completion of graduate and undergraduate courses at an accredited university or college. These are further defined in Section 8.5.

8.5 Graduate Course Work

All courses taken for credit must be designed to improve the Teacher's performance in working with students, parents and his/her colleagues. Courses should be related to his/her grade level and/or subject area. In order to receive credit, the Teacher must receive approval of the course from the Superintendent prior to enrollment in such course. The credits shall be awarded as determined by the college or university. One-quarter hour equals .67 of a credit.

Courses shall be at the graduate level. However, if Board action calls for Teachers to take on duties or sections that require additional undergraduate training, credit for the appropriate course work shall be applied to the Teacher's salary and courses will be eligible for tuition reimbursement.

8.6 Tuition Reimbursement for Approved Courses

The Board of Education shall reimburse Teachers up to a maximum of fifteen (15) semester hours per year. Pre-Approval Forms and Reimbursement Rates are outlined in Appendix E.

The year shall run from September 1 to August 31. The Teacher must earn a grade of B or better to receive such reimbursement.

Upon District receipt of official transcripts and proof of payment of tuition, the District will reimburse the Teacher on the next scheduled Board of Education Accounts Payable via direct deposit payment.

8.7 Extra Duty

The Association and Board acknowledge that assignments beyond regular classroom duties are essential to the successful operation of the total school program.

Teachers shall receive pay for extra duty. The rate is \$32.00 per hour for the duration of the contract.

If a Teacher is asked to substitute during a plan period and the Teacher agrees (exceptions shall be made in emergency situations), the Teacher shall receive extra duty pay. The plan period rate shall be \$32.00.

For the 2017/18 school year, extra duty will be paid with weekly submittal of time sheets to the Business Office. For the 2017/18 school year, coaches/supervisors of extra duty will submit an hourly plan to the supervising Principal. See Appendix F for guidelines and forms. The CEA and Administration will meet in May of 2018 to review time-sheeted hours and to establish hours for the Extra Duty Chart effective with the start of the 2018/19 school year for the remainder of the contract.

Extra Duty Assignments

The Administration shall make every effort not to offer more than two (2) such assignments to newly hired Teachers; however, any such new hire may volunteer for said additional assignments.

1. The Administration shall make every effort to send out an electronic communication to all current extra duty staff by April 15 to determine the Teacher's interest in continuing that position.
2. Vacant positions may be discussed at the May Teacher Council Meeting annually.
3. Vacant positions shall be communicated via district email.
4. Every effort shall be made to fill vacant positions with volunteers by June 30 of each year.

Outside The School Day

1. Ask for qualified Teacher volunteers
2. Ask for qualified non-CEA employee volunteers
3. Seek qualified external personnel

Lunch Supervision Assignment

1. Ask for qualified Teacher volunteers
2. Ask for qualified non-CEA employee volunteers
3. Seek qualified external personnel
4. Assign non-CEA employees
5. Building Administration may set up a rotating schedule of all available Teachers (e.g., A, B, C, D, E schedule, not Monday through Friday)

Concord Elementary School Teachers assigned to a rotating schedule shall not be required to supervise lunch more than one day per week.

If a rotating schedule is required at Cass Junior High School, the lunch period shall be split into two fifteen-minute supervision periods.

6. Teachers assigned Lunch Supervision shall not be assigned Recess Supervision on the same day.

8.8 Extra Duty Absences

If a teacher is absent and is unable to complete his/her extra duty, that teacher will attempt to secure a replacement. If the teacher is unable to secure a replacement, he/she will notify the Principal in a timely manner that a replacement will be needed or the activity will need to be cancelled or rescheduled. The replacement will complete a timesheet to be paid. The absent teacher will not receive extra duty pay. If a teacher's extra duty is lunch duty, the teacher's district hired substitute will fulfill that duty, but will not receive extra duty pay.

All extra duties can be found in Appendix F. A new chart will be established with a list of all extra duties with hours and rates effective with the start of the 2018/19 school year and will remain in effect through the duration of the contract.

8.9 Payment to Teachers' Retirement System

In accordance with guidelines set by the U.S. Internal Revenue Service and the Illinois Teachers' Retirement System (hereinafter referred to as TRS), the Board shall remit to the TRS for each Teacher an amount equal to the requirements of the Pension Code and TRS pursuant to the life of the contract.

The contract's Salary Compensation Plan shall include the amount remitted by the Board to the TRS. Each Teacher's gross-pay as reported to the Internal Revenue Service shall be the gross pay listed on the plan less the Board's remittance to the TRS.

8.10 Master Teacher Certification Incentive

If a Teacher attains the certification of Master Teacher as outlined in *The School Code*, the District shall compensate the individual in the Amount of \$1,000 annually for the period of time that the individual holds the certification.

8.11 Payment of Salaries

Annual salaries of Teachers shall be paid semi-monthly on a ten-month or twelve-month basis. This shall be determined by individual choice of the Teacher. Payment shall be made by direct deposit on the 15 and 30 of each month or the last work day nearest to each date during vacations. Teacher pension shall be paid in accordance with *The School Code*.

8.12 Extra Class Assignment Compensation

Full-time Teachers who volunteer to teach an extra section class shall be compensated at a pro-rated rate of their base salary.

8.13 Other Conditions

Salary deduction for unauthorized absence shall be figured on a daily rate of pay based on a Teacher's annual gross salary divided by the total number of workdays. The total number of workdays is one hundred eighty (180).

8.14 Disability

If a Teacher becomes disabled to such an extent that he/she cannot meet his/her responsibilities, he/she will be temporarily replaced until the disability is certified to be permanent. A Teacher who does not teach a full school year shall receive a total salary equal to his/her daily rate multiplied by the number of days worked.

8.15 Summer Curriculum Work

Summer Curriculum work and hours must have prior approval by Building and District Administration. The hourly compensation shall be paid according to the extra duty schedule (see Appendix F).

Article IX

Fringe Benefits

Group Insurance Program

The Board shall pay the costs of insurance coverage for all certified personnel as indicated in this Article.

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

9.1 Term Life Insurance

The Board shall provide term life insurance in the amount of fifty thousand (\$50,000). Individual employees may purchase additional term life insurance as allowed by the insurance carrier.

9.2 Health, Dental and Vision Insurance Coverage

The Board of Education and Association mutually agree that the Insurance Article will remain in effect through December 31, 2017. The Association and the District shall re-negotiate this article in November of 2017 when new plans and rates are available to begin January 1, 2018. Open enrollment will be available for all employees for newly negotiated insurance. The goal of the re-negotiations is to create an insurance program that is a cost savings to both the District and the Teachers without diminishing benefits.

The Teacher shall reference the Memo of Understanding dated November 21, 2017 for coverage between January 1, 2018 and September 30, 2018.

As of October 1, 2018 the Teacher will need to reference subsequent Memo(s) of Understanding which will be negotiated for future health, dental and vision coverage.

Wellness Program

The Teacher shall reference the Memo of Understanding dated November 21, 2017 for Wellness Program benefits between January 1, 2018 and September 30, 2018.

As of October 1, 2018 the Teacher will need to reference subsequent Memo(s) of Understanding which will be negotiated for Wellness Program benefits.

It is not necessary to participate in the District health insurance programs to gain benefits from the Wellness Program.

Longevity

For full time Teachers who have served fifteen (15) years in the District and have reached forty (40) years of age will be entitled to longevity health insurance benefits.

Grandfathered

For full time Teachers who have been designated, based on terms of a previous Collective Bargaining Agreement, will be entitled to grandfathered health, dental and vision insurance benefits.

Alternate Benefit

Based on the terms of a previous Collective Bargaining Agreement, Teachers currently enrolled in the alternate benefit and who continue to waive the District health insurance benefits, shall have the choice of designating where the two thousand five hundred dollars (\$2,500) allocated by the District is to be applied. Any changes in the allocation of this benefit may only occur between September 1 and 20 of each year. The choices are:

- Whole life, variable life, universal life, mutual life and term insurances (subject to federal guidelines)
- Disability insurance
- 403(b) annuity
- Other approved plans/programs

9.3 District Advisory Insurance Committee

The Board of Education of Cass School District 63 is committed to providing high quality health insurance benefits for District Teachers at a shared cost between the Board of Education and Teachers. The Board places a high value on staff involvement in the selection process of insurance carriers. In keeping with the above stated philosophy, the Board of Education directs the Superintendent and the Coordinator of Fiscal Services to meet no less than annually with a committee of at least four Teachers selected by the Association. The purpose of this committee will be to gather input on the current status of the District health insurance, coverage, review possible cost containment measures, review of competitive carrier options, and discuss service of current carrier prior to Association and Board of Education action to make any changes in benefits or carriers. The Association shall submit names of Teachers who will be members of the District-wide insurance committee to the Superintendent. The Committee shall meet each year to review the renewal plan and to provide feedback regarding the current insurance benefits and suggestions for the future renewal.

9.4 Part-Time Teacher Benefits

All insurance benefits shall be allocated to part-time Teachers on a prorated basis. The benefits for the part-time Teachers are dependent on the terms provided by the Insurance policies.

9.5 Termination of Benefits

Insurance coverage will terminate as follows:

- If the Teacher resigns during the school year, the insurance shall terminate on the last day of the month during which the resignation becomes effective.
- If the Teacher resigns at or after the end of the school year, the insurance shall terminate on August 31 of that same year.
- Teachers who take approved leaves of absence, other than FMLA leaves, shall have the option of converting insurance coverage according to COBRA provisions. District Business Office personnel shall provide the Teacher with insurance options according to the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Article X

Evaluation

10.1 Purpose

The primary purpose of Teacher evaluation is to improve the quality of teaching and learning and to provide Teachers with an opportunity for reflection and continuous improvement.

Evaluation shall be a cooperative process between the Qualified Evaluator and Teacher.

10.2 Evaluation Committee

An Evaluation Committee shall be established to review, assess and make revisions to the District's evaluation process, procedures, guidelines, and evaluation forms/tools. The committee shall be comprised of two (2) Administrators selected by the District and two (2) Teachers selected by the Association. The Committee shall meet at least once annually. Any changes in the evaluation forms/tools, process, procedures, or guidelines shall be completed through consensus of the Committee members.

10.3 Non-Tenured Teachers

All Non-Tenured Teachers will be evaluated three (3) times annually by their Qualified Evaluator.

The criteria and process by which Non-Tenured Teachers shall be evaluated are stated on the Teacher Evaluation Form and in the guidelines, which are attached in Appendix J.

10.4 Tenured Teachers

Tenured Teachers shall be evaluated by a Qualified Evaluator according to the evaluation cycle found in Appendix J.

The procedures, forms, and guidelines, which are used for the evaluation of Tenured Teachers, are attached as Appendix J.

The District agrees to abide by Article 24A of *The School Code*: "Evaluation of Licensed Employees."

See Appendix J for Joint Committee Responsibilities, Procedures, and Forms

Article XI

Duration of Agreement

This Agreement is for the time period beginning on August 15, 2017. The expiration date shall be at the end of the workday August 14, 2022. The Board and Association, if mutually agreed, may extend this contract for one additional year beyond 2022.

If any provision of the Agreement is subsequently declared by proper legislation or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Should any additional modification or changes be made, it shall be necessary that the parties mutually agree in writing.

11.1 Communication

The Board agrees with the Association that ongoing communication between the Board and Teachers is essential to the operation of a quality school system. The parties agree that issues of concern regarding the Collective Bargaining Agreement shall be discussed by mutual consent.

Article XII

Mid-Term Collective Bargaining Openers and Triggers

12.1 Collective Bargaining Openers

Either party may invoke mid-term bargaining related to Article VIII (Salary) of this Agreement, unless the Parties mutually agree to extend the scope of mid-term bargaining to other contract issues, if any of the following occurs during the term of this Agreement:

- State legislation is enacted that revised the State’s school funding formula in a way that significantly impacts the financial health of the district.
- State legislation is enacted that imposes a pension “cost shift,” including any statutory amendment or revision to the Illinois Pension Code that imposes additional TRS pension contributions or costs on the District or the Teachers;
- The amount of federal impact aid received by the District over the previous school year is projected to increase or decrease by 10% or more;
- Federal health care legislation or regulation results in the assessment of a “Cadillac” or other excise tax against the District with respect to its health insurance plan; or
- Federal health care legislation or regulation resulting in the increased costs of insurance being shifted to the teachers.

Any mid-term agreement(s) reached by the negotiation teams shall be subject to ratification by the Association and approval by the Board of Education. In the unlikely event that the negotiation teams are unable to reach an agreement regarding any negotiated items under this provision, the agreement may be terminated by either party unless mutually agreed otherwise and each party shall retain its rights under the Illinois Educational Labor Relations Act (IELRA).

12.2 Collective Bargaining Agreement Triggers

- If State legislation is enacted that imposes a property tax ‘freeze,’ including any statutory amendment or revision to the current Property Tax Extension Limitation Law (“PTELL”) that reduces or otherwise modifies the Board’s tax levy/extension authority under the current PTELL tax cap limitations, Teachers shall receive no CPI-U increase in salary in the first year in which the freeze is applicable and the Parties may invoke mid-term bargaining related to Article VIII (Salary) of the Agreement with respect to the second year in which the freeze is applicable.
- If State legislation is enacted with respect to end of the career salary increases that would result in a TRS penalty or an increase in the required TRS contribution paid by the Board of Education, such end of career salary increases shall cease immediately and the amount of the affected end of career salary increase shall be converted to a post-retirement bonus or lump sum to be paid after the Employee’s final paycheck. If State legislation is enacted with respect to post retirement bonuses or lump sums that would result in a TRS penalty or an increase in the required TRS contribution paid by

the Board, the end of career salary increases will cease immediately and the Parties will engage in mid-term bargaining to guarantee an equivalent to the lost salary increase is realized related to Article VII (Retirement End of Career Salary Increases).

Article XIII

Management Rights

The Board of Education retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

- To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its Teachers as related to the conduct of school affairs.
- To hire all Teachers and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such Teachers.
- To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events of students, all as deemed necessary or advisable by the Board.
- To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
- To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of Teachers with respect thereto, and non-classroom assignments.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board shall be limited by the specific and express terms of this Agreement.

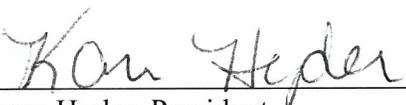
Article XIV

Acceptance of Agreement

This contract, for the duration of August 15, 2017 through August 14, 2022 is agreed upon by the Cass Education Association and Cass School District 63 Board on this 28th day of June, 2017.

IN WITNESS WHEREOF:

FOR THE CASS EDUCATION ASSOCIATION



Karen Hyder, President

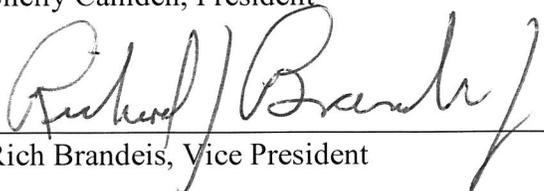


Scott Kondraschow, Regional Council Representative

FOR THE CASS SCHOOL DISTRICT 63 BOARD OF EDUCATION



Shelly Camden, President



Rich Brandeis, Vice President

Appendix A

Job Share Request Form



JOB SHARE REQUEST FORM

Names of Individuals Submitting the Request

Teacher A _____ Teacher B _____

Outline of Teaching Responsibilities Proposed

Subjects/Classes Teacher A will teach _____

Subjects/Classes Teacher B will teach _____

Schedule of Work Hours/Days:

Teacher A _____

Teacher B _____

Substitution Procedures: _____

Please identify whether Teacher A, Teacher B or both will attend the following:

Staff Meetings _____ District Meetings _____

Inservice Days _____ P/T Conferences _____

Field Trips _____ Grade Level Meetings _____

Student Services (IEP Meetings) _____

Communication Procedures/Planning with Partner _____

Rationale for Request _____

Additional Comments _____

Signature of Teacher A

Signature of Teacher B

Dated: _____

Dated: _____

Appendix B

Application for Leave Form



APPLICATION FOR LEAVE OF ABSENCE

The Board of Education may grant a leave of absence, with or without pay, to personnel within the provisions of The School Code. The Board of Education shall retain the exclusive right to grant or deny a request for leave if all conditions are met, up to a maximum of two (2) school years.

NAME: _____

POSITION _____

START DATE FOR REQUEST _____

END DATE FOR REQUEST _____

TYPE OF LEAVE (Please check one of the following)

- | | |
|--|---|
| <input type="checkbox"/> Graduate or Post-Graduate studies | <input type="checkbox"/> Teacher Exchange Programs |
| <input type="checkbox"/> Health
(Teacher and/or Immediate Family) | <input type="checkbox"/> Parental Leave
(maternity, paternity, adoptive) |
| <input type="checkbox"/> Travel | <input type="checkbox"/> Sabbatical |
| <input type="checkbox"/> Other (please define) _____ | |

JUSTIFICATION FOR REQUEST:

Written notification for the commencement of a leave, with the exception of maternity and paternity, must be submitted no later than March 1.

Written notification for return, application for a second year of leave, or resignation, with the exception of maternity and paternity, must be submitted no later than March 1 of the leave year. Failure to notify the Superintendent or designee may result in termination of the Teacher's employment.

Signature of Applicant

Signature of Supervisor

Date of Application

Appendix C

Grievance Form



Grievance Steps Record

First Step - Informal Meeting _____

Second Step – File _____

Meeting _____

Written Response _____

Third Step – File _____

Meeting _____

Written Response _____

Fourth Step – File _____

Meeting _____

Written Response _____

Fifth Step – Arbitration _____



**Cass Education Association, IEA/NEA
Grievance Form**

The Association grieves that the Administration violated the following articles and Sections of the
Collective Bargaining Agreement _____

_____ ,
and all other pertinent Articles and Sections by, _____

Remedy Requested:

And make grievant/s whole in all ways.

Name of Grievant(s) (printed please)

Signature of Grievant(s)

Name of Grievant(s) (printed please)

Signature of Grievant(s)

Dated _____

Appendix D

Salary

Salary Schedule 2017/18 - 2021/22

Salary Schedule for Existing Teachers

Disbursement of \$150,000 in Teacher salary adjustments for the 2017/18 school year per mutual agreement of the Cass Education Association and the Board of Education.

Yearly salary increases based on previous year's salary, plus CPI after any salary adjustment or lane movement within defined ceiling and floor.

	CPI Treatment	Ceiling	Floor
2017/18	2.1%	5.0%	2.0%
2018/19	2.1%	5.0%	2.0%
2019/20	TBD	5.0%	1.5%
2020/21	TBD	5.0%	0.0%
2021/22	TBD	5.0%	0.0%

Yearly Adjustment of Starting Salary Schedule for New Teachers without Experience

Established Step I salaries for 2017/18 school year and an increase of one half (1/2) of Consumer Price Index (CPI) applied to previous year's Step I salaries.

	CPI Treatment	Lane 1 Bachelor's	Lane 2 Bachelor's+15	Lane 3 Master's	Lane 4 Master's+15	Lane 5 Master's+30	Lane 6 Master's+45
2017/18	NA	\$50,000.00	\$53,000.00	\$56,000.00	\$59,000.00	\$62,000.00	\$65,000.00
2018/19	1/2 of CPI	TBD	TBD	TBD	TBD	TBD	TBD
2019/20	1/2 of CPI	TBD	TBD	TBD	TBD	TBD	TBD
2020/21	1/2 of CPI	TBD	TBD	TBD	TBD	TBD	TBD
2021/22	1/2 of CPI	TBD	TBD	TBD	TBD	TBD	TBD

Salary Schedule for New Teachers with Experience

Salary will be established by the Board of Education based on a recommendation by the Superintendent in consultation with the Association and referencing employed teachers' salaries with comparable experience and education.

Consumer Price Index (CPI) Reference

The Consumer Price Index (CPI) applied to all aspects of this agreement is the Consumer Price Index-Urban (CPI-U) that is utilized for the Illinois Property Tax Extension Law Limit (PTELL).

Appendix E

Tuition Reimbursement



TUITION REIMBURSEMENT PRE-APPROVAL FORM

1. Submit form to Superintendent for pre-approval.
2. Copy of form will be returned to you, your Principal and Coordinator of Fiscal Services.
3. After course completion, submit official transcript with a letter grade of “B” or higher and receipt of course payment to the Coordinator of Fiscal Services.
4. Copy of this form will be returned to you with reimbursement of \$300.00 per credit hour.

NAME	DATE _____ / _____ / _____ Month Date Year

COURSE NUMBER	COURSE TITLE	SEMESTER HOURS

COURSE DESCRIPTION OR WEBLINK

COURSE LEVEL (PLEASE CHECK ONE)		
<input type="checkbox"/> UNDERGRADUATE	<input type="checkbox"/> GRADUATE	<input type="checkbox"/> POST-GRADUATE

NAME OF ACCREDITED HIGHER EDUCATION INSTITUTION

Please use one sheet per course or if you are beginning a program (e.g., Master’s, ELL certificate, etc.), list this program and semester hours under the “Course Number/Title/Semester hours” and list the program weblink under “Course Description,” in order to get all courses in that program pre-approved.

SUPERINTENDENT’S PRE-APPROVAL

DATE OF APPROVAL

Appendix F

Extra Duty List

Cass School District #63 Extra Duty Pay Schedule

Rate Schedule

The rate is \$32.00 per hour for the duration of the contract.

For the 2017/18 School year, a timesheet must be submitted to the District Business Office.
Additionally, Coaches/Supervisors of Extra Duty must submit an hourly plan to the
supervising Principal.

The CEA and Administration will meet in May of 2018 to review time-sheeted hours and to
establish hours for the Extra Duty Chart effective with the start of the 2018/19 school year for the
remainder of the contract.

The Board of Education has the prerogative to approve extra-curricular positions as needed.

Interscholastic Athletics

Sport	Coaches Required
Basketball	1 Boys Varsity 1 Boys Junior Varsity 1 Girls Varsity 1 Girls Junior Varsity 1 Scoreboard 1 Scorer
Cheerleading	1 Head Varsity 1 Head Junior Varsity
Chess	1 Head
Cross Country	1 Head 1 Supervisor for Meets 1 Assistant
Football	1 Head 1 Assistant
Golf	1 Head for Boys/Girls
Math Team	1 Head
Scholastic Bowl	Cass
Soccer	1 Head Boys 1 Head Girls
Softball	1 Head Girls
Track	1 Head Boys 1 Assistant Boys 1 Head Girls 1 Assistant Girls
Volleyball	1 Boys Varsity 1 Girls Varsity

	1 Girls Junior Varsity 1 Scoreboard 1 Scorer
--	--

Intramurals

Sport	Coaches Required
Basketball	1 Head Boys 1 Head Girls
Softball	1 Head Boys

Other Activities

Activity	Staff Required
Art Club	Cass Concord
Assistant to the Principal	Cass (4) Concord (4)
Athletic Director	Cass
Athletic Supervision	Cass
Band	Director
Building Clubs	Cass/Concord (as needed)
Building Leadership Teams	Cass (8) Concord (8)
Bus Duty	Concord AM
Chorus	Director Cass Director Concord
Detention	Cass
Homework Club	Cass
Lunchroom Supervisor	Cass/Concord (as needed)
Publicity	Cass Concord
Mentor Teacher	Veteran New Teacher Five Years or Less New Teacher
Student Council	Cass Concord
Traffic Assistants	Cass (2) Concord (4)
Traffic Supervisors	Cass Concord
Translation	Cass/Concord
Webmaster	District Cass Concord
Yearbook	Cass Concord

Other Positions/Stipends/Reimbursement

*For Stipends/hours see chart below

Activity	Staff Required	Rate
Field Trip Supervisor Outside of Day	Cass/Concord	Prior to 7:00 a.m. - \$30.00 Until 6:00 p.m. - \$30.00 Between 6:00 p.m.-12:00 a.m. - \$60.00
In School Substitution	Cass/Concord	\$32.00/class
Outdoor Education Field Trip Coordinator	Cass	\$90.00
Overnight District Sponsored Activity (any field trip after 12:00 a.m.)	Cass/Concord	\$180.00 per day/per person
Tuition Reimbursement	Cass/Concord	\$300.00 per semester hour
Washington, D.C. Field Trip Coordinator	Cass	\$180.00

The Board of Education has the prerogative to approve extra-curricular positions as needed.



EXTRA DUTY STIPEND PLAN WORKSHEET Activity/Club

Two weeks prior to the start of your activity/club, please submit the following information to the Principal of the building for which the activity takes place. You must obtain approval from the principal prior to beginning your activity.

- Name of Sponsor _____
- Name of Activity/Club _____
- Attach calendar of anticipated meeting dates/ group activities
- 3:30 p.m. - 5:00 p.m. constitutes a meeting.
How many meetings are on your calendar? _____
Multiplied by 90 minutes equals _____ minutes
Divided by 60 is _____ hours of meetings/group activities.
- Preparation time is considered to be 15 minutes per meeting/group activity.
15 minutes multiplied by total number of meetings/group activities _____
Divided by 60 is _____ hours of prep time

The proposal for this activity is _____ hours.** (total of meetings/group activities and prep time)

** If circumstances change and the hours need to be modified, the teacher will send an amended proposal for approval. The teacher must have the additional hours approved by the principal **prior** to using the additional hours.

Time cards for extra duty positions are due to the principal of the building where the activity takes place weekly by 8:30 a.m. Monday morning for the previous week.



EXTRA DUTY STIPEND PLAN WORKSHEET Sports

Two weeks prior to the start of your "season," please submit the following information to the Principal of the building for which the activity takes place. You must obtain approval from the principal prior to beginning your sport.

- Name of Coach _____
- Name of Sport _____
- Attach calendar of anticipated practice dates and game dates (including any planned Saturday tourney). Please indicate whether the games are home or away.
- 3:30 p.m. - 5:00 p.m. constitutes a practice.
How many practices are on your calendar? _____
Multiplied by 90 minutes equals _____ minutes
Divided by 60 is _____ hours of practice.
- Games are considered to be two hours.
How many games are on your calendar? _____
Multiplied by two equals _____ hours
- Preparation time is considered to be 15 minutes per practice/game.
15 minutes multiplied by total number of practices and games _____
divided by 60 is _____ hours of preparation time

The proposal for this sport is a total of _____ hours. ** (total of practices, games, preparation)

** If circumstances change and the hours need to be modified, the teacher will send an amended proposal for approval. The teacher must have the additional hours approved by the principal **prior** to using the additional hours.

Time cards for extra duty positions are due to the principal of the building where the sport takes place weekly by 8:30 a.m. Monday morning for the previous week.

Appendix G

Salary Statement Form

Appendix H

Part-Time Teacher Matrix

Cass Junior High School Part-Time Teacher Matrix

FTE	Teacher Day	Student Day	Total Minutes w/o Lunch	Total Classes Taught	Plan	Before/After School Plan	Transition/Home Room	Lunch
1.0	7:45 a.m. – 3:45 p.m.	8:45 a.m. – 3:30 p.m.	450	7/315 minutes	45 minutes	45 minutes	15 minutes	30 minutes paid
.7	TBD*	8:45 a.m. – 3:30 p.m.	315	5/225 minutes	30 minutes	20 minutes	10 minutes	30 minutes paid
.43	TBD*	8:45 a.m. – 3:30 p.m.	195	3/135 minutes	25 minutes	25 minutes	10 minutes	**
.30	TBD*	8:45 a.m. – 3:30 p.m.	135	2/90 minutes	20 minutes	15 minutes	10 minutes	**
.13	TBD*	8:45 a.m. – 3:30 p.m.	60	1/45	5 minutes	5 minutes	5 minutes	**

* To be determined by the Building Principal, with a starting time of a minimum of 10 minutes prior to first class.

** Per School Code, lunch is not required for employees who work less than four hours.

If the lunch period is naturally embedded within the schedule of a four-hour employee, lunch will be paid.

Concord Elementary School

Part-Time Teachers shall be individually scheduled and mutually agreed upon by the Teacher, Association and Superintendent.

Appendix I

Licensed Staff Evaluation Tool, Forms and Guidelines

Cass School District 63

Certified Personnel Summative Evaluation Document

TEACHER: _____

SCHOOL YEAR: _____

ASSIGNMENT: _____

Tenured Non-Tenured Year 1/2 Non-Tenured Year 3/4

DATE(S) OF OBSERVATION (if applicable) _____

Teacher quality affects student learning. An effective evaluation system promotes professional dialogue and enhances professional learning. The components of the following documents are adopted from Charlotte Danielson's *Enhancing Professional Practice: A Framework for Teaching (2nd Edition)*. A Teacher shall be evaluated in the following *Domains**:

Domain 1 – Planning and Preparation

Domain 3 – Instruction

Domain 2 – The Classroom Environment

Domain 4 – Professional Responsibilities

Rating Criteria

For the purpose of this document, the following ratings will be used for overall rating, domain ratings, and sub-domain ratings:

E = "Excellent" – Professional practice at the "Excellent" level demonstrates evidence of high expertise beyond the "Proficient" level throughout the components and elements of the *Framework for Teaching* and the *Illinois Standards Incorporating the Common Core* and district curriculum. Teachers at this level are "Excellent" by exceptional commitment to flexible, differentiated, and responsive instructional practice, as evidenced by students' engagement and contribution to their learning. Excellent Teachers provide leadership in the school and district.

P = "Proficient" – Professional practice at the "Proficient" level demonstrates clear knowledge of instruction, consistent and reflective teaching preparation, and effective use of a broad repertoire of strategies and activities as described in the *Framework for Teaching* and the *Illinois Standards Incorporating the Common Core* and district curriculum. Practice at this level demonstrates thorough knowledge of content, students, and resources. "Proficient" teachers share collaboratively with colleagues in support of student learning.

NI = "Needs Improvement" - Professional practice at the "Needs Improvement" level shows evidence of knowledge and skills required to practice as described in the *Framework for Teaching* and the *Illinois Standards Incorporating the Common Core* and district curriculum, but performance is inconsistent over a period of time. This level may be considered minimally competent for teachers early in their careers. This level requires specific support in years 3 and 4 for non-tenured teachers and all tenured years.

Revised 01/19/2018

*Adapted from the work of Charlotte Danielson, *Enhancing Professional Practice: A Framework for Teaching 2E*
Teacher Ratings taken from Illinois School Code Section 24A

U = “Unsatisfactory” – Professional practice at the “Unsatisfactory” level shows little or no evidence of understanding concepts of the *Framework for Teaching* and the *Illinois Standards Incorporating the Common Core* and district curriculum. Practices remain ineffective and inefficient after intervention and support have been implemented.

N/A = “Not Applicable” – The element being evaluated is not applicable in the classroom/educational professional’s situation being observed. This category does not apply for elements that were not observed but could be at another time.

The Component ratings will be determined as follows:

E = “Excellent” ratings in at least half of the elements of the domain, with the remaining elements rated no lower than “Proficient”. If an equal number of elements are marked proficient and excellent, the rating shall be marked excellent.

P = No more than one element rated “Needs Improvement”, with the remaining elements rated “Proficient” or higher.

NI = More than one element rated “Needs Improvement”, and/or one element rated unsatisfactory with the remaining elements rated as “Proficient” or higher.

U = Two or more elements rated as “Unsatisfactory”.

The Domain ratings will be determined as follows:

E = “Excellent” ratings in at least half of the components of the domain, with the remaining components rated no lower than “Proficient”. If an equal number of components are marked proficient and excellent, the rating shall be marked excellent.

P = No more than one component rated “Needs Improvement”, with the remaining components rated “Proficient” or higher.

NI = More than one component rated “Needs Improvement”, with the remaining components rated as “Proficient” or higher.

U = Any component rated as “Unsatisfactory”.

The Overall rating will be determined as follows:

E = To have a summative rating of “Excellent” a Teacher shall have no domains rated lower than “Proficient”. If an equal number of domains are marked proficient and excellent, the rating shall be marked excellent.

P = No more than one domain rated “Needs Improvement”, with the remaining domains rated “Proficient” or higher.

NI = More than one domain rated “Needs Improvement”, with the remaining domains rated as “Proficient” or higher.

U = Any domain rated as “Unsatisfactory”.

Revised 01/19/2018

Evaluation Process

	Non-Tenured Teachers Years 1 through 4	Tenured Teachers
On Cycle	Every Year	Every other year
Number of Formal Classroom Observations	minimum of 2 per year	1 every other year
Pre/Post Conferences	Will take place within five (5) days prior to or following the formal classroom observation Teachers will provide Pre/Post Observation Forms	
Informal Classroom Observations	<p>May take place at any time throughout the year. Data from these informal observations will be collected and used in the Summative Evaluation.</p> <p>Teachers will be made aware in writing by their Evaluator within two (2) to five (5) working days if any of the data may result in a rating of "Needs Improvement" or "Unsatisfactory".</p>	
Formal Classroom Observations	<p>See Guidelines for scheduling Formal Observations. Data from these formal observations will be collected and used in the Summative Evaluation.</p> <p>If the overall rating for a Tenured Teacher from the previous cycle was an NI or U, then the Tenured Teacher will have a minimum of two (2) formal observations.</p> <p>Teachers will be made aware in writing by their Evaluator within two (2) to five (5) working days if any of the data may result in a rating of "Needs Improvement" or "Unsatisfactory" and/or as part of the post conference.</p>	
Overall Summative Rating	<p>Years 1 and 2 Non-Tenured teacher may receive a Summative rating of "Needs Improvement" as they are emerging towards "Proficient".</p> <p>Years 3 and 4 Non-Tenured Teachers must receive an overall Summative rating of "Proficient" or higher.</p>	<p>If a Tenured Teacher receives an overall Summative Rating of "Needs Improvement", a Professional Development Plan (PDP) will be developed.</p> <p>If a Tenured Teacher exhibits evidence of "Unsatisfactory" practice, an overall Summative evaluation may be conducted during the contractual school year. An overall Summative Rating of "Unsatisfactory" will result in the development of a Remediation Plan in accordance with Illinois School Code.</p>
Summative Evaluation	Will be provided to the all Teachers by May 15 th of the school year when the Teacher is on cycle.	
Professional Development Plan (PDP)	In accordance with Illinois School Code, a PDP will be developed for any Tenured Teacher receiving an overall Summative Rating of "Needs Improvement". The plan will be developed in collaboration with the Teacher receiving the rating of "Needs Improvement" and will be created within thirty (30) days of the Summative Evaluation.	

Revised 01/19/2018

* Adapted from the work of Charlotte Danielson, Enhancing Professional Practice: A Framework for Teaching 2E
 Teacher Ratings taken from Illinois School Code Section 24A

Remediation Plan	<p>Within thirty (30) school days after completion of an evaluation in which a Teacher in contractual continued service is rated as "Unsatisfactory", the District will develop and commence a remediation plan designed to correct deficiencies cited, provided the deficiencies are deemed remediable.</p> <p>A consulting Teacher, as defined by <i>Illinois School Code</i>, shall be assigned to the Teacher undergoing remediation. The consulting Teacher shall be made available for informal observations, discussions, and meetings with the Evaluator.</p> <p>The District shall provide ninety (90) days for the remediation plan to take place within the classroom. A formal classroom observation and Summative Evaluation shall take place within ten (10) days of the conclusion of the remediation plan.</p>
Dismissal Procedure	Shall be in accordance with <i>Illinois School Code</i> .

SUMMATIVE EVALUATION:

DOMAIN 1	E	P	NI	U
DOMAIN 2	E	P	NI	U
DOMAIN 3	E	P	NI	U
DOMAIN 4	E	P	NI	U
Student Growth Component.....	E	P	NI	U
<i>Overall Rating</i>	E	P	NI	U

Date of Tenure _____ or NA

Please note that if a consistent pattern of sick day use is noted over a period of time the rating for Domain 4 will be affected.

A signed evaluation does not indicate the teacher's endorsement of the evaluation, but rather notes that the evaluation has been reviewed. If the teacher has specific feedback, they can indicate that in a separate attachment.

_____ Teacher's Signature	_____ Date	Comments attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
_____ Principal's Signature	_____ Date	

Revised 01/19/2018

*Adapted from the work of Charlotte Danielson, Enhancing Professional Practice: A Framework for Teaching 2E
Teacher Ratings taken from Illinois School Code Section 24A

Domain 1: Preparation and Planning

1a: Knowledge of Content and Best Practice

In order to guide student learning, accomplished teachers have command of the subjects they teach, understand the internal relationships within the discipline they teach, and are familiar with best practices suited to each discipline. Possible indicators:

-
- Lesson and unit plans that reflect important concepts in the discipline
- Lesson and unit plans that accommodate prerequisite relationships among concepts and skills
- Clear and accurate classroom explanations
- Accurate answers to student questions
- Feedback to students that furthers learning
- Interdisciplinary connections in plans and practice

DOMAIN 1: PLANNING AND PREPARATION				
Component 1a: Demonstrating Knowledge of Content and Pedagogy				
Elements: Knowledge of content and the structure of the discipline • Knowledge of prerequisite relationships • Knowledge of content-related pedagogy				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Knowledge of content and the structure of the discipline	In planning and practice, teacher makes content errors or does not correct errors made by students.	Teacher is familiar with the important concepts in the discipline but may display lack of awareness of how these concepts relate to one another.	Teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another.	Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines.
Knowledge of prerequisite relationships	Teacher's plans and practice display little understanding of prerequisite relationships important to student learning of the content.	Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.	Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts and a link to necessary cognitive structures by students to ensure understanding.
Knowledge of content-	Teacher displays little or no	Teacher's plans and practice	Teacher's plans and practice	Teacher's plans and practice

related pedagogy	understanding of the range of pedagogical approaches suitable to student learning of the content.	reflect a limited range of pedagogical approaches or some approaches that are not suitable to the discipline or to the students.	reflect familiarity with a wide range of effective pedagogical approaches in the discipline	reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.
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Domain 1: Preparation and Planning

1b: Demonstrating Knowledge of Students

In order to ensure student learning, teachers must recognize patterns in cognitive, social, and emotional developmental stages typical of different age groups. Students learn in their individual ways and may come with gaps or misconceptions that the teacher needs to uncover in order to plan appropriate learning activities. In addition, teachers should be aware of family background, cultural traditions, and social interests. Students whose first language is not English, as well as students with other special needs, must be considered when planning lessons and identifying resources that will ensure their understanding. Possible indicators:

-
- Formal and informal information about students gathered by teacher for use in planning instruction
- Student interests and needs learned and used by teacher in planning
- Teacher-designed opportunities to explore different heritage

DOMAIN 1: PLANNING AND PREPARATION				
Component 1b: Demonstrating Knowledge of Students				
Elements: 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				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Knowledge of child and adolescent development	Teacher displays little or no knowledge of the developmental characteristics of the age group.	Teacher displays partial knowledge of the developmental characteristics of the age group.	Teacher displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, teacher displays knowledge of the extent to which individual students follow the general patterns.
Knowledge of the learning process	Teacher sees no value in understanding how students learn and does not seek such information.	Teacher recognizes the value of knowing how students learn, but this knowledge is limited or outdated.	Teacher's knowledge of how students learn is accurate and current. Teacher applies this knowledge to the class as a whole and to groups of students.	Teacher displays extensive and subtle understanding of how students learn and applies this knowledge to individual students.

DOMAIN 1: PLANNING AND PREPARATION				
Component 1b: Demonstrating Knowledge of Students				
Elements: 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				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Knowledge of students' skills, knowledge, and language proficiency	Teacher displays little or no knowledge of students' skills, knowledge, and language proficiency and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency but displays this knowledge only for the class as a whole.	Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency and displays this knowledge for groups of students.	Teacher displays understanding of individual students' skills, knowledge, and language proficiency and has a strategy for maintaining such information.
Knowledge of students' interests and cultural heritage	Teacher displays little or no knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests and cultural heritage but displays this knowledge only for the class as a whole.	Teacher recognizes the value of understanding students' interests and cultural heritage and displays this knowledge for groups of students.	Teacher recognizes the value of understanding students' interests and cultural heritage and displays this knowledge for individual students.
Knowledge of students' special needs	Teacher displays little or no understanding of students' special learning or medical needs or why such knowledge is important.	Teacher displays awareness of the importance of knowing students' special learning or medical needs, but such knowledge may be incomplete or inaccurate.	Teacher is aware of students' special learning and medical needs.	Teacher possesses information about each student's learning and medical needs, collecting such information from a variety of sources.

Domain 1: Preparation and Planning

1c: Setting Instructional Outcomes

Instructional outcomes entail identifying exactly what students are expected to learn. Learning outcomes are of a number of different types: factual and procedural knowledge, conceptual understanding, thinking and reasoning skills, and collaborative and communication strategies. In addition, teachers are able to link their learning outcomes within their discipline and in other disciplines. Possible indicators:

-
- Outcomes of a challenging cognitive level
- Statements of student learning, not student activity
- Outcomes differentiated for students of varied ability

DOMAIN 1: PLANNING AND PREPARATION				
Component 1c: Setting Instructional Outcomes				
Elements: Value, sequence, and alignment • Clarity • Balance • Suitability for diverse learners				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Value, sequence, and alignment	Outcomes represent low expectations for students and lack of rigor. They do not reflect important learning in the discipline or a connection to a sequence of learning.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and at least some connection to a sequence of learning.	Most outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning.	All outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning both in the discipline and in related disciplines.
Clarity	Outcomes are either not clear or are stated as activities, not as student learning. Outcomes do not permit viable methods of assessment.	Outcomes are only moderately clear or consist of a combination of outcomes and activities. Some outcomes do not permit viable methods of assessment.	All the instructional outcomes are clear, written in the form of student learning. Most suggest viable methods of assessment.	All the outcomes are clear, written in the form of student learning, and permit viable methods of assessment.
Balance	Outcomes reflect only one type of learning and only one discipline or strand.	Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.	Outcomes reflect several different types of learning and opportunities for coordination.	Where appropriate, outcomes reflect several different types of learning and opportunities for both coordination and integration.

DOMAIN 1: PLANNING AND PREPARATION Component 1c: Setting Instructional Outcomes Elements: Value, sequence, and alignment • Clarity • Balance • Suitability for diverse learners				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Suitability for diverse learners	Outcomes are not suitable for the class or are not based on any assessment of student needs.	Most of the outcomes are suitable for most of the students in the class based on global assessments of student learning.	Most of the outcomes are suitable for all students in the class and are based on evidence of student proficiency. However, the needs of some individual students may not be accommodated.	Outcomes are based on a comprehensive assessment of student learning and take into account the varying needs of individual students or groups.

Domain 1: Preparation and Planning

1d: Demonstrating Knowledge of Resources

Teachers recognize the importance of discretion in the selection of resources, choosing those that align directly with the learning outcomes and that will be of most use to the students. Resources fall into several different categories: those used in the classroom by students, those available beyond the classroom walls to enhance student learning, those for teachers to further their own professional knowledge and skill, and those that can provide non-instructional assistance to students. Possible indicators:

-
- District-provided materials
- A range of texts
- Guest speakers
- Internet resources
- Materials provided by professional organizations
- Teachers participating in continuing professional education courses, workshops, presentations, or professional groups
- Community resources

DOMAIN 1: PLANNING AND PREPARATION				
Component 1d: Demonstrating Knowledge of Resources				
Elements: Resources for classroom use • Resources to extend content Knowledge and pedagogy • Resources for students				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Resources for classroom use	Teacher is unaware of resources for classroom use available through the school or district.	Teacher displays awareness of resources available for classroom use through the school or district but no knowledge of resources available more broadly.	Teacher displays awareness of resources available for classroom use through the school or district and some familiarity with resources external to the school and on the Internet.	Teacher's knowledge of resources for classroom use is extensive, including those available through the school or district, in the community through professional organizations and universities, and on the Internet.

<p>Resources to extend content knowledge and pedagogy</p>	<p>Teacher is unaware of resources to enhance content and pedagogical knowledge available through the school or district.</p>	<p>Teacher displays awareness of resources to enhance content and pedagogical knowledge available through the school or district but no knowledge of resources available more broadly.</p>	<p>Teacher displays awareness of resources to enhance content and pedagogical knowledge available through the school or district and some familiarity with resources external to the school and on the Internet.</p>	<p>Teacher's knowledge of resources to enhance content and pedagogical knowledge is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.</p>
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<p align="center">DOMAIN 1: PLANNING AND PREPARATION</p>				
<p align="center">Component 1d: Demonstrating Knowledge of Resources</p>				
<p align="center">Elements: Resources for classroom use • Resources to extend content Knowledge and pedagogy • Resources for students •</p>				
<p>Element</p>	<p align="center">Level of Performance</p>			
	<p align="center">Unsatisfactory</p>	<p align="center">Needs Improvement</p>	<p align="center">Proficient</p>	<p align="center">Excellent</p>
<p>Resources for students</p>	<p>Teacher is unaware of resources for students available through the school or district.</p>	<p>Teacher displays awareness of resources for students available through the school or district but no knowledge of resources available more broadly.</p>	<p>Teacher displays awareness of resources for students available through the school or district and some familiarity with resources external to the school and on the Internet.</p>	<p>Teacher's knowledge of resources for students is extensive, including those available through the school or district, in the community and on the Internet.</p>

Domain 1: Preparation and Planning

1e: Designing Coherent Instruction

Designing coherent instruction is the heart of planning, reflecting the teacher’s knowledge of content and the students in the class, the intended outcomes of instruction, and the available resources. Such planning requires that educators have a clear understanding of the state, district, and school expectations for student learning, and the skill to translate these into a coherent plan. Educators must determine how best to sequence instruction in a way that will advance student learning through the required content. Possible indicators:

-
- Lessons that support instructional outcomes and reflect important concepts
- Activities that represent higher-level thinking
- The use of varied resources
- Opportunities for student choice
- Thoughtfully planned learning groups
- Structured lesson plans

DOMAIN 1: PLANNING AND PREPARATION				
Component 1e: Designing Coherent Instruction				
Elements: Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Learning activities	Learning activities are not suitable to students or to instructional outcomes and are not designed to engage	Only some of the learning activities are suitable to students or to the instructional outcomes. Some represent a	All of the learning activities are suitable to students or to the instructional outcomes, and most represent	Learning activities are highly suitable to diverse learners and support the instructional outcomes. They are all designed

	students in active intellectual activity.	moderate cognitive challenge, but with no differentiation for different students.	significant cognitive challenge, with some differentiation for different groups of students.	to engage students in high-level cognitive activity and are differentiated, as appropriate, for individual learners.
Instructional materials and resources	Materials and resources are not suitable for students and do not support the instructional outcomes or engage students in meaningful learning.	Some of the materials and resources are suitable to students, support the instructional outcomes, and engage students in meaningful learning.	All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning.	All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning. There is evidence of appropriate use of technology and of student participation in selecting or adapting materials.
DOMAIN 1: PLANNING AND PREPARATION Component 1e: Designing Coherent Instruction Elements: Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Instructional groups	Instructional groups do not support the instructional outcomes and offer no variety.	Instructional groups partially support the instructional outcomes, with an effort at providing some variety.	Instructional groups are varied as appropriate to the students and the different instructional outcomes.	Instructional groups are varied as appropriate to the students and the different instructional outcomes. There is evidence of student choice in selecting the different patterns of instructional groups.
Lesson and unit structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Activities do not follow an organized progression, and time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Progression of activities is uneven, with most time allocations reasonable.	The lesson or unit has a clearly defined structure around which activities are organized. Progression of activities is even, with reasonable time allocations.	The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs. The progression of activities is highly coherent.

Domain 1: Preparation and Planning

1f: Designing Student Assessments

Assessments of learning ensure that teachers know that students have learned the intended outcomes. These assessments must be designed in such a manner that they provide evidence of the full range of learning outcomes. Furthermore, such assessments may need to be adapted to the particular needs of individual students. Assessment for learning enables a teacher to incorporate assessments directly into the instructional process, and to modify or adapt instruction as needed to ensure student understanding. Assessments, although used during instruction, can be designed as part of the planning process. Such assessment practices are ongoing and may be used by both teachers and students to monitor progress towards the understanding of the learning outcome. Possible indicators:

- Lesson plans indicating congruence between assessments and instructional outcomes
- Assessment types suitable to the style of outcome
- Variety of performance opportunities for students
- Modified assessments available for individual students as needed
- Assessments designed to inform instruction

DOMAIN 1: PLANNING AND PREPARATION				
Component 1f: Designing Student Assessments				
Elements: Congruence with instructional outcomes • Criteria and standards • Design of formative assessments • Use for planning				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Congruence with	Assessment procedures are	Some of the instructional out-	All the instructional	Proposed approach to assess-

instructional outcomes	not congruent with instructional outcomes.	comes are assessed through the proposed approach, but many are not.	outcomes are assessed through the approach to assessment; assessment methodologies may have been adapted for groups of students.	ment is fully aligned with the instructional outcomes in both content and process. Assessment methodologies have been adapted for individual students, as needed.
Criteria and standards	Proposed approach contains no criteria or standards.	Assessment criteria and standards have been developed, but they are not clear.	Assessment criteria and standards are clear.	Assessment criteria and standards are clear; there is evidence that the students contributed to their development. participation in selecting or adapting materials.

DOMAIN 1: PLANNING AND PREPARATION

Component 1f: Designing Student Assessments

Elements: Congruence with instructional outcomes • Criteria and standards • Design of formative assessments • Use for planning

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Design of formative assessments	Teacher has no plan to incorporate formative assessment in the lesson or unit.	Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.	Teacher has a well-developed strategy to using formative assessment and has designed particular approaches to be used.	Approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information.
Use for planning	Teacher has no plans to use assessment results in designing future instruction.	Teacher plans to use assessment results to plan for future instruction for the class as a whole.	Teacher plans to use assessment results to plan for future instruction for groups of students.	Teacher plans to use assessment results to plan future instruction for individual students.

Domain 2: The Classroom Environment

2a: Creating an Environment of Respect and Rapport

An essential skill of teaching is that of managing relationships with students and ensuring that those among students are positive and supportive. Teachers create an environment of respect and rapport in their classrooms by the ways they interact with students and by the interaction they encourage and cultivate among students. An important aspect of respect and rapport relates to how the teacher responds to students and how students are permitted to treat one another. Patterns of interactions are critical to the overall tone of the class. In a respectful environment, all students feel valued and safe. Possible indicators:

- Respectful talk and turn taking
- Respect for students' background and life outside the classroom
- Teacher and student body language
- Physical proximity
- Warmth and caring
- Politeness
- Encouragement
- Active listening
- Fairness

DOMAIN 2: The Classroom Environment
Component 2a: Creating an Environment of Respect and Rapport

Elements: Teacher interaction with students • Student interactions with other students				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Teacher interaction with students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for the teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the teacher.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the age and cultures of the students. Students exhibit respect for the teacher.	Teacher interactions with students reflect genuine respect and caring for individuals as well as groups of students. Students appear to trust the teacher with sensitive information.
Student interactions with other students	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate disrespect for one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another and monitor one another's treatment of peers, correcting classmates respectfully when needed.

Domain 2: The Classroom Environment

2b: Establishing a Culture for Learning

A "culture for learning" refers to the atmosphere in the classroom that reflects the educational importance of the work undertaken by both students and teacher. There are high expectations for all students. The classroom is a place where the teacher and students value learning and hard work. Possible indicators:

- Belief in the value of the work
- High expectations, supported through both verbal and nonverbal behaviors
- Expectation and recognition of quality
- Expectation and recognition of effort and persistence
- Confidence in students' ability evident in teacher's and students' language and behaviors
- Expectation for all students to participate

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Component 2a: Establishing a Culture for Learning				
Elements: Importance of the content • Expectations for learning and achievement • Student pride in work				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Importance of the content	Teacher or students convey a negative attitude toward the content, suggesting that it is not important or has been mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the content, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and taking initiative that they value the importance of the content.
Expectations for learning and achievement	Instructional outcomes, activities and assignments, and classroom interactions convey low expectations for at least some students.	Instructional outcomes, activities and assignments, and classroom interactions convey only modest expectations for student learning and achievement.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for most students.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for all students. Students appear to have internalized these expectations.
Student pride in work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than to do high-quality work.	Students minimally accept the responsibility to do good work but invest little of their energy into its quality.	Students accept the teacher's insistence on work of high quality and demonstrate pride in that work.	Students demonstrate attention to detail and take obvious pride in their work, initiating improvements in it by, for example, revising drafts on their own or helping peers.

Domain 2: The Classroom Environment

2c: Managing Classroom Procedures

A smoothly functioning classroom is a prerequisite to good instruction and high levels of student engagement. Teachers establish and monitor routines and procedures for the smooth operation of the classroom and the efficient use of time. Possible indicators:

- Smooth functioning of all routines
- Little or no loss of instructional time
- Students playing an important role in carrying out the routines
- Students knowing what to do, where to move

DOMAIN 2: THE CLASSROOM ENVIRONMENT
Component 2c: Managing Classroom Procedures

Elements: Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of non-instructional duties • Supervision of volunteers and paraprofessionals				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Management of instructional groups	Students not working with the teacher are not productively engaged in learning.	Students in only some groups are productively engaged in learning while unsupervised by the teacher.	Small-group work is well organized, and most students are productively engaged in learning while unsupervised by the teacher.	Small-group work is well organized, and students are productively engaged at all times, with students assuming responsibility for productivity.
Management of transitions	Transitions are chaotic, with much time lost between activities or lesson segments.	Only some transitions are efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming responsibility in ensuring their efficient operation.
Management of materials and supplies	Materials and supplies are handled inefficiently, resulting in significant loss of instructional time.	Routines for handling materials and supplies function moderately well, but with some loss of instructional time.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for smooth operation.
Performance of Non-instructional duties	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are only fairly efficient, resulting in some loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
DOMAIN 2: THE CLASSROOM ENVIRONMENT Component 2c: Managing Classroom Procedures Elements: Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of non-instructional duties • Supervision of volunteers and paraprofessionals				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Supervision of volunteers and paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties and are idle most of the time.	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.

		supervision.		
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Domain 2: The Classroom Environment

2d: Managing Student Behavior

In a productive classroom, standards of conduct are clear to students; they know what they are permitted to do and what they can expect of their classmates. Even when their behavior is being corrected, students feel respected. Possible indicators:

- Clear standards of conduct, posted in the classroom
- Students are involved in monitoring their own behavior
- Teacher awareness of student conduct
- Preventive action when needed by the teacher
- Fairness
- Reinforcement of positive behavior

DOMAIN 2: THE CLASSROOM ENVIRONMENT Component 2d: Managing Student Behavior Elements: Expectations • Monitoring of student behavior • Response to student misbehavior				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of student behavior	Student behavior is not monitored, and teacher is unaware of what the students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to student misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, is overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or there are no major infractions of the rules.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

Domain 2: The Classroom Environment

2e: Organizing Physical Space

Use of physical space is important in a total learning environment; the physical surroundings can have a effect on interactions or the structure of activities. Possible indicators:

- Safe environment
- Accessibility for all students
- Furniture arrangement suitable for the learning activities
- Effective use of physical resources by both teacher and students

DOMAIN 2: THE CLASSROOM ENVIRONMENT Component 2e: Organizing Physical Space Elements: Safety and accessibility • Arrangement of furniture and use of physical resources				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Safety and accessibility	The classroom is unsafe, or learning is not accessible to some students.	The classroom is safe, and at least essential learning is accessible to most students.	The classroom is safe, and learning is equally accessible to all students.	The classroom is safe, and students themselves ensure that all learning is equally accessible to all students.
Arrangement of furniture and use of physical resources	The furniture arrangement hinders the learning activities, or the teacher makes poor use of physical resources.	Teacher uses physical resources adequately. The furniture may be adjusted for a lesson, but with limited effectiveness.	Teacher uses physical resources skillfully, and the furniture arrangement is a resource for learning activities.	Both teacher and students use physical resources easily and skillfully, and students adjust the furniture to advance their learning.

Domain 3: Instruction

3a: Communicating with Students

Teachers communicate with students for several independent, but related, purposes. First, they convey that teaching and learning are purposeful activities; they make that purpose clear to students. They also provide clear directions for classroom activities, so that students know what it is that they are to do. Teachers present concepts and information with accuracy, clarity, and imagination. The teacher's use of language is an opportunity for students to hear language well used and to extend their own vocabularies. Teacher scaffolds complex concepts in ways that provide access to students. Possible indicators:

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- Clarity of the purpose of the lesson
- Clear directions and procedures specific to the lesson activities
- Clear explanations of concepts
- Correct use of language

DOMAIN 3: INSTRUCTION Component 3a: Communicating with Students Elements: Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Expectations for learning	Teacher's purpose in a lesson or unit is unclear to students.	Teacher attempts to explain the instructional purpose, with limited success.	Teacher's purpose for the lesson or unit is clear, including where it is situated within broader learning.	Teacher makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking that purpose to student interests.
Directions and procedures	Teacher's directions and procedures are confusing to students.	Teacher's directions and procedures are clarified after initial student confusion.	Teacher's directions and procedures are clear to students.	Teacher's directions and procedures are clear to students and anticipate possible student misunderstanding.
Explanations of content	Teacher's explanation of the content is unclear or confusing or uses inappropriate language.	Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.	Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's explanation of content is imaginative and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
DOMAIN 3: INSTRUCTION Component 3a: Communicating with Students Elements: Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Use of oral and written	Teacher's spoken language is	Teacher's spoken language is	Teacher's spoken and	Teacher's spoken and written

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language	inaudible, or written language is illegible. Spoken or written language contains errors of grammar or syntax. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	audible, and written language is legible. Both are used correctly and conform to standard English. Vocabulary is correct but limited or is not appropriate to the students' ages or backgrounds.	written language is clear and correct and conforms to standard English. Vocabulary is appropriate to the students' ages and interests.	language is correct and conforms to standard English. It is also expressive, with well-chosen vocabulary that enriches the lesson. Teacher finds opportunities to extend students' vocabularies.
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Domain 3: Instruction

3b: Questioning and Discussion Techniques

Teachers use divergent as well as convergent questions, framed in such a way that they invite students to formulate hypotheses, make connections, or challenge previously held views. Teachers are adept at responding to and building upon student responses and making use of

their ideas. Class discussions are engaging all students in important issues and in using their own language to deepen and extend understanding. Possible indicators:

- Questions of high cognitive challenge, formulated by the teacher
- Questions with multiple correct answers, or multiple approaches even when there is a single correct response
- Effective use of student responses and ideas
- Discussion in which the teacher steps out of the central, mediating role
- High levels of student participation in discussion

DOMAIN 3: INSTRUCTION				
Component 3b: Questioning and Discussion Techniques				
Elements: Quality of questions • Discussion techniques • Student participation				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Quality of questions	Teacher’s questions are virtually all of poor quality, with low cognitive challenge and single correct responses, and they are asked in rapid succession.	Teacher’s questions are a combination of low and high quality, posed in rapid succession. Only some invite a thoughtful response.	Most of the teacher’s questions are of high quality. Adequate time is provided for students to respond.	Teacher’s questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Discussion techniques	Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.	Teacher makes some attempt to engage students in genuine discussion rather than recitation, with uneven results.	Teacher creates a genuine discussion among students, stepping aside when appropriate.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Student participation	A few students dominate the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages all students in the discussion.	Students themselves ensure that all voices are heard in the discussion.

Domain 3: Instruction

3c: Engaging Students in Learning

The teacher develops activities and assignments that promote learning, are aligned with the goals of the lesson, and require student thinking that emphasizes depth. A lesson has a discernible structure: a beginning, a middle, and an end, with scaffolding provided by the teacher. The teacher organizes student tasks to provide cognitive challenge and then encourages students to reflect on what they have done and what they have learned. Possible indicators:

- Activities aligned with the goals of the lesson
- Learning tasks that require high-level student thinking and are aligned with lesson objectives
- Students actively working
- Suitable pacing of the lesson, with time for closure and occasional student reflection

DOMAIN 3: INSTRUCTION				
Component 3c: Engaging Students in Learning				
Elements: Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Activities and assignments	Activities and assignments are inappropriate for students' age or background. Students are not mentally engaged in them.	Activities and assignments are appropriate to some students and engage them mentally, but others are not engaged.	Most activities and assignments are appropriate to students, and almost all students are cognitively engaged in exploring content.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance their understanding.
Grouping of students	T Instructional groups are inappropriate to the students or to the instructional outcomes.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional outcomes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson. Students take the initiative to influence the formation or adjustment of instructional groups.

DOMAIN 3: INSTRUCTION				
Component 3c: Engaging Students in Learning				
Elements: Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Instructional materials and resources	Instructional materials and resources are unsuitable to the instructional purposes or do not engage students mentally.	Instructional materials and resources are only partially suitable to the instructional purposes, or students are only partially mentally engaged with them.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their learning.
Structure and pacing	The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is generally appropriate.	The lesson's structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.

Domain 3: Instruction

3d: Using Assessment in Instruction

In order to assess student learning for the purposes of instruction teachers must monitor student understanding, and where appropriate offer feedback to students. Feedback is timely, constructive, and substantial. The feedback provides students the guidance they need to improve their performance. The criteria for learning are clear. Possible indicators:

- Teacher pays close attention to evidence of student understanding
- Teacher posing specifically created questions to elicit evidence of student understanding
- Teacher circulating to monitor student learning and to offer feedback
- Students assessing their own work against established criteria

DOMAIN 3: INSTRUCTION				
Component 3d: Using Assessment in Instruction				
Elements: Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring of progress				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Assessment criteria	Students are not aware of the criteria and performance standards by which their work will be evaluated.	Students know some of the criteria and performance standards by which their work will be evaluated.	Students are fully aware of the criteria and performance standards by which their work will be evaluated.	Students are fully aware of the criteria and performance standards by which their work will be evaluated and have contributed to the development of the criteria.
Monitoring of student learning	Teacher does not monitor student learning in the curriculum.	Teacher monitors the progress of the class as a whole but elicits no diagnostic information.	Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information.	Teacher actively and systematically elicits diagnostic information from individual students regarding their understanding and monitors the progress of

				individual students.
DOMAIN 3: INSTRUCTION				
Component 3d: Using Assessment in Instruction				
Elements: Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring of progress				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Feedback to students	Teacher’s feedback to students is of poor quality and not provided in a timely manner.	Teacher’s feedback to students is uneven, and its timeliness is inconsistent.	Teacher’s feedback to students is timely and of consistently high quality.	Teacher’s feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
Student self-assessment and monitoring of progress	Students do not engage in self-assessment or monitoring of progress.	Students occasionally assess the quality of their own work against the assessment criteria and performance standards.	Students frequently assess and monitor the quality of their own work against the assessment criteria and performance standards.	Students not only frequently assess and monitor the quality of their own work against the assessment criteria and performance standards but also make active use of that information in their learning.

Domain 3: Instruction

3e: Demonstrating Flexibility and Responsiveness

“Flexibility and responsiveness” is a teacher’s skill in making adjustments in a lesson to respond to changing conditions. Teachers seek alternate approaches to help their students’ access learning. Teachers attempt to engage each student in learning through necessary modifications to the lesson. Possible indicators:

- Visible adjustment in the lesson due to lack of student learning
- Teacher capitalizing on an appropriate teachable moment

DOMAIN 3: INSTRUCTION				
Component 3e: Demonstrating Flexibility and Responsiveness				
Elements: Lesson adjustment • Response to students • Persistence				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Lesson adjustment	Teacher adheres rigidly to an instructional plan, even when a change is clearly needed.	Teacher attempts to adjust a lesson when needed, with only partially successful results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson when needed.
Response to students	Teacher ignores or brushes aside students’ questions or interests.	Teacher attempts to accommodate students’ questions or interests, although the pacing of the lesson is disrupted.	Teacher successfully accommodates students’ questions or interests.	Teacher seizes a major opportunity to enhance learning, building on student interests or a spontaneous event.
Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the student’s home environment.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to draw on.	Teacher persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting

			additional resources from the school.
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Domain 4: Professional Responsibilities

4a: Reflecting on Teaching

“Flexibility and responsiveness” is a teacher’s skill in making adjustments in a lesson to respond to changing conditions. Teachers seek alternate approaches to help their students’ access learning. Teachers attempt to engage each student in learning through necessary modifications to the lesson. Possible indicators:

- Accurate reflections on a lesson
- Examples of adjustments to practice, drawing on specific alternative actions

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES				
Component 4a: Reflecting on Teaching				
Elements: Accuracy • Use in future teaching				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Accuracy	Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or teacher profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson’s effectiveness and the extent to which instructional outcomes were met.	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.	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.
Use in future teaching	Teacher has no suggestions for how a lesson could be improved another time the lesson is taught.	Teacher makes general suggestions about how a lesson could be improved another time the lesson is taught.	Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.	Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.

Domain 4: Professional Responsibilities

4b: Maintaining Accurate Records

Professional educators keep accurate records of both instructional and non-instructional activities. This record keeping includes student completion of assignments, student progress in learning, and records of non-instructional activities that are part of the day-to-day functions in a school setting. These records inform interactions with students and parents and allow teachers to monitor learning and adjust instruction accordingly. Possible indicators:

- Routines and systems that track student completion of assignments
- Has a system in place to monitor student progress in relation to instructional outcomes
- Maintains accurate non-instructional records

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES				
Component 4b: Maintaining Accurate Records				
Elements: Student completion of assignments • Student progress in learning • Non-instructional records				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Student completion of assignments	Teacher’s system for maintaining information on student completion of assignments is in disarray.	Teacher’s system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher’s system for maintaining information on student completion of assignments is fully effective.	Teacher’s system for maintaining information on student completion of assignments is fully effective. Students participate in maintaining the records.
Student progress in learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher’s system for maintaining information on student progress in learning is rudimentary and only partially effective.	Teacher’s system for maintaining information on student progress in learning is fully effective.	Teacher’s system for maintaining information on student progress in learning is fully effective. Students contribute information and participate in interpreting the records.

Non-instructional records	Teacher’s records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher’s records for non-instructional activities are adequate, but they require frequent monitoring to avoid errors.	Teacher’s system for maintaining information on non-instructional activities is fully effective.	Teacher’s system for maintaining information on non-instructional activities is highly effective, and students contribute to its maintenance.
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Domain 4: Professional Responsibilities

4c: Communicating with Families

Teachers provide opportunities for families to both understand the instructional program and their child’s progress. Teachers establish relationships with families by communicating to them about both the instructional program and about individual students, and they invite families to be part of the educational process itself. Possible indicators:

- Frequent information sent home regarding the instructional program and student progress
- Two way communication between teacher and families

<p align="center">DOMAIN 4: PROFESSIONAL RESPONSIBILITIES Component 4c: Communicating with Families Elements: Information about the instructional program • Information about individual students • Engagement of families in the instructional program</p>				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Information about the instructional program	Teacher provides little or no information about the instructional program to families.	Teacher participates in the school’s activities for family communication but offers little additional information.	Teacher provides frequent information to families, as appropriate, about the instructional program.	Teacher provides frequent information to families, as appropriate, about the instructional program. Students participate in preparing materials for their families.
Information about individual students	Teacher provides minimal information to families about individual students, or the communication is inappropriate to the cultures of the families. Teacher does not respond, or responds insensitively, to family concerns about students.	Teacher adheres to the school’s required procedures for communicating with families. Responses to family concerns are minimal or may reflect occasional insensitivity to cultural norms.	Teacher communicates with families about students’ progress on a regular basis, respecting cultural norms, and is available as needed to respond to family concerns.	Teacher provides information to families frequently on student progress, with students contributing to the design of the system. Response to family concerns is handled with great professional and cultural sensitivity.

<p>Engagement of families in the instructional program</p>	<p>Teacher makes no attempt to engage families in the instructional program, or such efforts are inappropriate.</p>	<p>Teacher makes modest and partially successful attempts to engage families in the instructional program.</p>	<p>Teacher's efforts to engage families in the instructional program are frequent and successful.</p>	<p>Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that could be enhanced by family participation.</p>
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Domain 4: Professional Responsibilities

4d: Participating in a Professional Community

Teachers work with their colleagues to share strategies, coordinate efforts, and plan for the success of individual students. The professional community is characterized by mutual support, respect, and teachers who seek ways to improve their practice and to contribute to school initiatives and projects. Possible indicators:

- Regular teacher participation with colleagues to share and plan for student success
- Regular teacher participation in professional courses or communities that emphasize improving practice
- Regular teacher participation in school initiatives

<p align="center">DOMAIN 4: PROFESSIONAL RESPONSIBILITIES</p>				
<p align="center">Component 4d: Participating in a Professional Community</p>				
<p align="center">Elements: Information about the instructional program • Information about individual students • Engagement of families in the instructional program</p>				
<p>Element</p>	<p align="center">Level of Performance</p>			
	<p align="center">Unsatisfactory</p>	<p align="center">Needs Improvement</p>	<p align="center">Proficient</p>	<p align="center">Excellent</p>
<p>Relationships with colleagues</p>	<p>Teacher's relationships with colleagues are negative or self-serving.</p>	<p>Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</p>	<p>Relationships with colleagues are characterized by mutual support and cooperation.</p>	<p>Relationships with colleagues are characterized by mutual support and cooperation. Teacher takes initiative in assuming leadership among the faculty.</p>
<p>Involvement in a culture of professional inquiry</p>	<p>Teacher avoids participation in a culture of inquiry, resisting opportunities to become involved.</p>	<p>Teacher becomes involved in the school's culture of inquiry when invited to do so.</p>	<p>Teacher actively participates in a culture of professional inquiry.</p>	<p>Teacher takes a leadership role in promoting a culture of professional inquiry.</p>
<p>Service to the school</p>	<p>Teacher avoids becoming involved in school events.</p>	<p>Teacher participates in school events when specifically asked.</p>	<p>Teacher volunteers to participate in school events, making a substantial</p>	<p>Teacher volunteers to participate in school events, making a substantial contribution, and</p>

			contribution.	assumes a leadership role in at least one aspect of school life.
Participation in school and district projects	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects when specifically asked.	Teacher volunteers to participate in school and district projects, making a substantial contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

Domain 4: Professional Responsibilities

4e: Growing and Developing Professionally

Teachers remain current in content, pedagogy, and best practices by taking courses, reading professional literature, and networking.

Possible indicators:

- Teacher may attend courses and/or workshops; regular academic reading
- Networking with colleagues; regular sharing of feedback

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES				
Component 4e: Growing and Developing Professionally				
Elements: Enhancement of content knowledge and pedagogical skill • Receptivity to feedback from colleagues • Service to the profession				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Enhancement of content knowledge and pedagogical skill	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.
Receptivity to feedback from colleagues	Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.	Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and profession all colleagues.	Teacher welcomes feedback from colleagues when made by supervisors or when opportunities arise through professional collaboration.	Teacher seeks out feedback on teaching from both supervisors and colleagues.

Service to the profession	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher finds limited ways to contribute to the profession.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession.
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Domain 4: Professional Responsibilities

4f: Showing Professionalism

Teachers demonstrate professionalism in service both to students and to the profession. Teachers act with integrity and support their students' best interests. Teachers display their professionalism in the ways they approach problem solving and decision making, with student needs in mind. Possible indicators:

- Teacher having a reputation as someone who can be trusted and often being sought as a sounding board by other teachers
- Teacher are cognizant during committee or planning work that students are the highest priority
- Teacher supporting the best interest of students
- Teacher consistently follows school district mandates regarding policies and procedures

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES				
Component 4f: Showing Professionalism				
Elements: Integrity and ethical conduct • Service to students • Advocacy • Decision making • Compliance with school and district regulations				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Integrity and ethical conduct	Teacher displays dishonesty in interactions with colleagues, students, and the public.	Teacher is honest in interactions with colleagues, students, and the public.	Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.	Teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues.

Service to students	Teacher is not alert to students' needs.	Teacher's attempts to serve students are inconsistent.	Teacher is active in serving students.	Teacher is highly proactive in serving students, seeking out resources when needed.
Advocacy	Teacher contributes to school practices that result in some students being ill served by the school.	Teacher does not knowingly contribute to some students being ill served by the school.	Teacher works to ensure that all students receive a fair opportunity to succeed.	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.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4f: Showing Professionalism

Elements: Integrity and ethical conduct • Service to students • Advocacy • Decision making • Compliance with school and district regulations

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Proficient	Excellent
Decision making	Teacher makes decisions and recommendations based on self-serving interests.	Teacher's decisions and recommendations are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.
Compliance with school and district regulations	Teacher does not comply with school and district regulations.	Teacher complies minimally with school and district regulations, doing just enough to get by.	Teacher complies fully with school and district regulations.	Teacher complies fully with school and district regulations, taking a leadership role with colleagues.

Cass School District 63
Certified Staff Summative Evaluation Teacher Tool

Name: _____
Year: _____

Teacher Evaluation Guidelines

1. Formal Observations

- The Evaluator and Teacher will mutually agree on the date of the formal observation(s).

- Non-Tenure teachers:
 - Every effort will be made to have one of the three observations in the second semester.
 - Observations will be scheduled after September 15th, unless the teacher volunteers to have it earlier.

- Tenure teachers:
 - The formal observation will be scheduled after September 15th, unless the teacher volunteers to have it earlier.

- A teacher shall have the opportunity to go through the formal observation process more than the required number of observations listed on the chart when working towards a better rating. Overall summative ratings will be based on improvement.

2. Formal/Informal Observations:

- Teachers will be made aware in writing by the principal within two (2) to five (5) working days regarding the data collected from an observation that has a rating of “Needs Improvement” or “Unsatisfactory”.

3. Situations of professional practice that may fall outside of the formal and informal observations that are deemed serious enough to justify investigation or discussion will be addressed. Depending on the severity of the situation and/or the frequency with which the incidents occur, it may be reflected in the overall summative evaluation.

4. Collection of Evidence for Excellent Rating:
 - Teachers will create a Table of Contents citing evidence that they have to validate an excellent rating. They must include the Domain, Component, and Element with evidence listed below. Number of cited evidence may vary for each element, but more than one item must be listed. It is the responsibility of the teacher to keep all evidence items listed on the Table of Contents.
 - Collection of evidence in and of itself does not guarantee an excellent rating. The quality of the evidence is a factor. If you have questions, please ask your evaluator.
5. The evaluator, in most instances, will be your qualified building principal. Evaluators will be Defined Administrators by the Superintendent/Board of Education. Qualified evaluators will hold a valid administrative license and have successfully completed the state mandated Teacher Evaluation training and state required re-trainings.
6. Final Year Teachers:
 - Teachers in their final year of retirement who are rated proficient or excellent on their prior evaluation will not be formally evaluated.

Memos
of
Understanding

Memo of Understanding

Between the
Cass Education Association
and the
Cass School District 63 Board of Education

It is agreed that the Teacher Health Insurance Program options and benefits shall be defined by the attached document for the timetable of January 1, 2018 through September 30, 2018. An additional memo or memos of understanding will be necessary to address the Teacher Health Insurance Program options and benefits for the duration of the current collective bargaining agreement as of October 1, 2018.

It is also agreed that the Teacher Dental and Vision Insurance Programs options and benefits will remain consistent with the current program and options at the same level of teacher contribution of 10% of premiums by interested teachers for the timetable of the duration of the current collective bargaining agreement.

Agreed upon on Tuesday, November 21, 2017.

Karen Hyder
President
Cass Education Association

Shelly Camden
President
Board of Education

Memo of Understanding Recognition

The Cass District 63 Administration and the Cass Education Association agree to the following:

Immediately change the Recognition Section 1.1 of the 2017 CEA Collective Bargaining Agreement to include Psychologists.

From:

1.1 Recognition/Negotiation Procedures

The Board of Education of Cass School District 63, Darien, DuPage County, Illinois (hereinafter referred to as the "Board") hereby recognizes the Cass Education Association (CEA), Illinois Education Association-National Education Association (IEA-NEA) (hereinafter referred to as the "Association"), as the sole and exclusive bargaining agent for all regularly employed full-time and part-time licensed personnel except all confidential, supervisory, managerial, psychologists and short-term Teachers as defined by the Illinois Educational Labor Relations Act ("IELRA").

"Good Faith" is defined as the mutual responsibilities of the Board and the CEA to professionally interact with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

To:

1.1 Recognition/Negotiation Procedures

The Board of Education of Cass School District 63, Darien, DuPage County, Illinois (hereinafter referred to as the "Board") hereby recognizes the Cass Education Association (CEA), Illinois Education Association-National Education Association (IEA-NEA) (hereinafter referred to as the "Association"), as the sole and exclusive bargaining agent for all regularly employed full-time and part-time licensed personnel except all confidential, supervisory, managerial and short-term Teachers as defined by the Illinois Educational Labor Relations Act ("IELRA").

"Good Faith" is defined as the mutual responsibilities of the Board and the CEA to professionally interact with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

Karen Hyder
President
Cass Education Association

Kerry Foderaro
Superintendent
Cass School District 63

July 15, 2019

Memo of Understanding Extra Duty

The Cass District 63 Administration and the Cass Education Association agree to the following:

1. Coaches/activity supervisors shall submit a plan and timesheets for extra duty on a yearly basis as stipulated in the 2017-22 contract for the remainder of that contract. Administration shall continue to summarize the extra duty hours for each sport/activity and provide a copy to the CEA President on a yearly basis.
2. The coaches/activity supervisors shall be paid one additional hour of extra duty pay if he/she drives a District vehicle to transport students within the geographical area of the athletic league. Extra duty compensation outside of this area will be calculated on actual time driven.
3. Coaches/activity supervisors shall not be required to drive a District vehicle as part of their extra duty. This shall remain optional for the length of the contract. Willingness to drive a District vehicle shall not be a factor in determining eligibility for the extracurricular position.
4. All coaches/activity supervisors, electing to be a driver, shall be required to complete and pass a District defined training of driving the school designated vehicle(s), submit a copy of his/her state driving record and a copy of his/her valid driver's license prior to driving a District vehicle. The District may disqualify a coach/supervisor as a driver based on information submitted. Teachers shall be paid for up to two (2) half hour training driving sessions of the school designated vehicle(s), at the extra duty rate.
5. The District will indemnify and protect the coach/activity supervisor while being a driver of the District's vehicles pursuant to 105 ILCS 5/10-20.20 of the Illinois School Code.

Karen Hyder
President
Cass Education Association

Kerry Foderaro
Superintendent
Cass School District 63

July 15, 2019

Memo of Understanding

Between the
Cass Education Association
and the
Cass School District 63 Board of Education

The signatures below indicate a mutual understanding that when an e-Learning Day is utilized according to the Board-approved plan for such days of instruction and student attendance, the school day as referenced in the 2018-22 Cass Education Association and Board of Education Collective Bargaining Agreement will not apply and teachers will be required to report electronically for duty as outlined below. The signatures below also indicate a mutual understanding that the Board of Education and Cass Education Association will discuss the topic of e-Learning in general as part of the next collective bargaining negotiations. Furthermore, signatory parties acknowledge that any Board of Education approval of an e-Learning plan for the 2019/20 school year shall remain in place for a three-year period according to School Code provided that annual review of the program take place. Revisions shall be implemented if needed.

On an e-Learning Day, the five-hour and 30-minute workday for Teachers shall be as follows:

- 8:30 a.m. Learning modules posted and period of availability, student engagement, instruction, supervision and support as needed begins
- 8:30 a.m.-1:30 p.m. Five-hour block of student engagement, instruction, supervision, monitoring and support as needed
- 1:30 p.m.-2:00 p.m. Verification/assessment of student work/engagement

In cases when students are unable to complete e-learning work within the e-learning specified hours and/or due to unforeseen circumstances (power outages, lack of Internet access, etc.) Teachers will work and communicate with students and their families directly, giving students the opportunity to submit missed work within a three-school day grace period.

Agreed upon on Tuesday, December 17, 2019.

Katherine Fujiura
President
Cass Education Association

Shelly Camden
President
Board of Education

Memo of Understanding

Between the
Cass Education Association
and the
Cass School District 63 Board of Education

A previous Memo of Understanding (MOU) regarding eLearning between the Cass Education Association (CEA) and Cass School District 63 Board of Education (BOE) was signed on Tuesday, December 17, 2019. This agreement, which defined the E-Learning day as a five-hour and 30-minute workday for teachers beginning at 8:30 A.M. and ending at 2:00 P.M. This MOU will continue for the duration of school-closures due to Coronavirus/COVID-19 and the implementation of the State of Illinois' Remote Learning Days.

Given that Remote Learning Days are expected to continue over an extended period, the CEA and BOE agree to the following conditions during implementation of Remote Learning Days for the remainder of the 2019/20 school year:

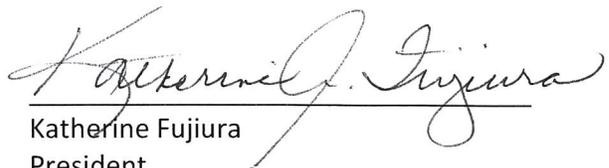
- Staff Evaluations: Staff evaluations are complete for the 2019/20 school year. The Administration and CEA believe that Teachers are committed to providing grade and content appropriate learning opportunities for students though Remote Learning. Therefore, professional performance during Remote Learning for the 2019/20 school year will not impact future evaluations.
- 2019/20 School Year: Teachers are expected to put forth a good faith effort in providing grade and content appropriate learning opportunities for students during the 2019/20 school year. In the unlikely event a Teacher elects not to put forth a good faith effort, the Teacher's performance may be formally addressed with disciplinary action.

Prior to the 2020/21 school year, the CEA and Administration will convene the District Joint Evaluation Committee to discuss Teacher Evaluations and any needed adjustments to the evaluation process given the potential for re-institution or continuation of Remote Learning Days during the 2020/21 school year and beyond. All proposed adjustments shall be in compliance with the PERA laws and statutory requirements.

Agreed upon on Tuesday, May 19, 2020.



Shelly Camden
President
Cass District 63 Board of Education



Katherine Fujiura
President
Cass Education Association

Memorandum of Understanding

Between the
Cass Education Association
and the
Cass School District 63 Board of Education

This Memorandum of Understanding (MOU) is entered into by and between Cass School District 63 (District) and the Cass Education Association (CEA) (collectively, the "Parties").

Pursuant to the Governor's Executive Orders 2020-44 and 2020-47 allowing schools to open for in-person education for the Fall 2020 semester in accordance with Phase 4 of the Governor's Restore Illinois plan, the District 63 Administrative team developed a plan to reopen schools. The CEA formally entered into discussions regarding the plan on July 16, 2020.

On August 17, 2020, the District made the decision to move to a full remote model to start the 2020-21 school year. The CEA supported that decision.

Whereas portions of the reopening plan (Return-to-Learn Framework) and/or remote model (Remote Learning Plan) impact CEA members' wages and working conditions, the CEA requested to bargain the impact of both.

The District and CEA have met and bargained the impact of the plans in good faith and wish to memorialize the understandings reached between them as a result of the reopening plan and remote model.

Notwithstanding any provision(s) of the current Collective Bargaining Agreement (CBA), the District and CEA agree to the following:

1. COVID-19 Related Absences

The District does not intend to penalize Teachers by deducting days from accumulated sick leave if a Teacher tests positive or experiences COVID-19 related illnesses, is required to quarantine due to possible exposure, or if the Teacher must care for a dependent due to circumstances related to COVID-19.

- If a Teacher must be absent for a COVID-19 related illness that the Teacher or someone in the Teacher's household is experiencing, is required to self-quarantine due to exposure to COVID-19 or the exposure of someone in the Teacher's household, or is required to quarantine due to COVID-19 symptoms, the days will not be deducted from the Teacher's accumulated sick leave. Appropriate medical documentation will be provided to the District for all COVID-19 related absences. Teachers who are medically able to do so will be expected to work remotely.

- If a Teacher is unable to report to work as a result of needing to care for a dependent whose school or care provider is unavailable or closed due to reasons related to COVID-19, and the Teacher is able to work remotely, the days will not be deducted from accumulated sick leave.

2. Compensation – Extra Duty

As a result of COVID-19, extra-curricular activities, including sports, have been suspended until further notice.

- To continue to receive a stipend for an extra duty assignment, a Teacher who has been assigned to a suspended activity may sponsor a remote activity to allow students the opportunity for an alternative extra-curricular experience during the season or time-frame of the regularly scheduled activity.
- The Teacher will submit a proposal for the remote activity to the District for consideration. The District Administration will notify the Teacher in writing if the proposal has been approved.
- The proposal must adhere to all current extra duty requirements, as well as outline any remote session modifications (refer to CBA Appendix F for club and stipend hour proposal submissions).

3. Internal Substituting

During the time the Return-to-Learn Framework is in effect:

- Every effort will be made to secure a substitute to cover the class or class section(s) of a Teacher who is absent or who is required to leave the classroom during an emergency situation or if asked to quarantine.
- Outside of an immediate emergency when no other options are available, a Teacher will not be asked to substitute for another staff member during the time the Teacher is scheduled to instruct students. This includes Teachers who conduct small group instruction as well as one-on-one instruction, counseling, or testing.
- A Teacher may agree to substitute for another staff member if requested by the District. The Teacher will be compensated for this time.
- The Teacher has the right to decline the request to substitute for another staff member without fear of reprisal, reprimand, or negative impact on current or future performance evaluations.

During the time the Remote Learning Plan is in effect:

- If a Teacher is unable to teach remotely, the District will assign an available substitute to assume the duties of that Teacher. In the event that an outside substitute is not available, a Teacher may be asked to assume the duties of the absent Teacher.
- A Teacher will not be expected to cover or blend another class or class section(s) into the Teacher's existing class or class section(s) unless the Teacher explicitly agrees to do so with the understanding that this arrangement will not exceed five (5) days. In the event this is agreed upon, the Teacher will be compensated at a daily rate of \$180.00 for the additional workload.
- Outside of an immediate emergency when no other options are available, a Teacher has the right to decline the request to substitute for another staff member without fear of reprisal, reprimand, or negative impact on current or future performance evaluations.

4. Evaluation of Teachers (pending guidance from ISBE)

5. Duty-Free Lunch / Plan Time

Duty Free Lunch: Teachers are entitled to a continuous 30-minute duty-free lunch according to the CBA and current law (105 ILCS 5/24-9).

- A Teacher may volunteer to forego their duty-free lunch to supervise a designated student lunch period while the Return-to-Learn Framework is in effect.
- The Teacher will receive a stipend in accordance with the CBA to supervise the lunch period.
- During the Remote Learning Plan, current language in the CBA will apply.

Plan Time: The District recognizes that the Return-to-Learn Framework and the Remote Teaching Plan require Teacher plan time above and beyond that currently allotted in the CBA. Plan time as outlined in the CBA will be maintained, in addition to the flexibility of individual and team plan time allowed on Fridays, outside of the three hours of synchronous and two hours of asynchronous instruction.

6. Decision to Return to a Blended or In-Person Plan

Upon the decision to return to a blended or in-person plan, Teachers will be given no less than two (2) weeks notice from the time the decision is announced to the time the plan is implemented in order to prepare for the transition.

7. Future Discussions

Unless the Parties mutually agree that it is not necessary, the Parties will meet again on or after September 15, 2020 to assess whether additional issues need to be addressed or items outlined in this MOU need to be reassessed.

8. Effective Date and Term

This MOU is effective immediately upon approval by both parties. This MOU is non-precedential, shall not be deemed to establish a past practice and will not be binding or enforceable other than during the 2020-21 school year.

Agreed upon on Tuesday, August 25, 2020.


Katherine Fujiura
President
Cass Education Association


Shelly Camden
President
Cass District 63 Board of Education

Memorandum of Understanding

Between the
Cass Education Association
and the

Cass School District 63 Board of Education

This Memorandum of Understanding (MOU) is entered into by and between Cass School District 63 (District) and the Cass Education Association (CEA) (collectively, the "Parties").

The Board of Education has appointed Michael McLean as the Treasurer of Cass School District 63. Mr. McLean is legally qualified to serve in this role and possesses a Chief School Business Official Endorsement from the State of Illinois after completing his related internship in Cass School District 63.

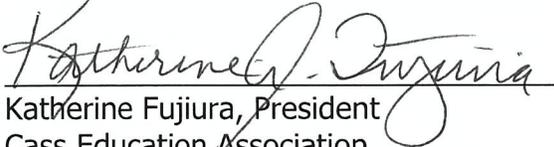
Mr. McLean is also a District teacher and member of the CEA which if left unaddressed, could appear to be a conflict of interest. Therefore, the purpose of this MOU is to clarify the roles, duties and precedents so that there is no conflict with these two unique and distinct positions.

Notwithstanding any provision(s) of the current Collective Bargaining Agreement (CBA), the District and CEA agree to the following:

1. Role of the Treasurer – The Treasurer is appointed by the Board of Education and the general role is three-fold: (1) Serve as the lawful custodian of school funds and provide oversight to the Board and District's fiduciary duties; (2) review and reconcile monthly and annual statements and fund balances; and (3) maintain signature authority for any required financial statements, bond issuances or similar proceedings.
2. No Precedents – This is a unique and one time Board appointment of a CEA member due to Mr. McLean's unique qualifications to serve in this role. It is understood that unless similarly qualified, the Board will have no obligation to consider other CEA members for the same role in the future.
3. Stipend – The Treasurer will receive a stipend as determined by the Board of Education for work related to the role. Due to the unique nature of the role, this stipend is provided outside of the CBA with the CEA.
4. Hours and Duties– None of the work hours or duties of the Treasurer will be completed during the course of the contractual teacher workday.
5. Collective Bargaining – It is understood that Mr. McLean will take no active or passive role in matters related to collective bargaining, or discussions related to employee health insurance, benefits, compensation or other matters similarly related, either with or on behalf of the CEA or the Board of Education.

6. Confidentiality – It is understood that Mr. McLean will maintain confidentiality in all matters related to his roles as a teacher, as a CEA member, and Treasurer. It is further understood that Mr. McLean will not be placed in a position by either the CEA or District or Board of Education in which he would be expected to provide or share confidential information of or from either party.
7. Evaluation and Employment – It is understood that Mr. McLean’s evaluation as it relates to his teaching performance and his subsequent employment will in no way be impacted by his role as Treasurer. In turn, Mr. McLean’s evaluation and subsequent employment as Treasurer will in no way be impacted by his role as a teacher or his teaching evaluation.
8. Future Discussions – It is understood that if any concerns are brought forth by either party, these will be discussed and resolved immediately.
9. Effective Date and Term – This MOU is effective immediately upon approval by both parties. This MOU is non-precedential, shall not be deemed to establish a past practice and will not be binding or enforceable outside of the Board appointment and employment of Mr. McLean as Treasurer.

Agreed upon on Tuesday, June 22, 2021.


Katherine Fujiura, President
Cass Education Association



Shelly Camden, President
Cass District 63 Board of Education

Memorandum of Understanding

Between the
Cass Education Association
and the
Cass School District 63 Board of Education

This Memorandum of Understanding (MOU) is entered into by and between the Cass School District 63 Board of Education (Board) and the Cass Education Association (CEA) (collectively, the "Parties").

The current Teacher Contract Agreement between the Board and the CEA took effect August 15, 2017 and is scheduled to expire on August 14, 2022, with the effect of covering the 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 school years.

Article XI (Duration of Agreement) found on page 30 of the Teacher Contract Agreement in part contains the following language: *"The Board and Association, if mutually agreed, may extend this contract for one additional year beyond 2022."*

This means that this mutually agreed upon extension results in a contract with an expiration date of August 14, 2023, covering the additional 2022-23 school year. The one-year extension also maintains the same language as the current agreement.

Agreed upon on Tuesday, February 15, 2022.



Katherine Fujiura, President
Cass Education Association



Shelly Camden, President
Cass District 63 Board of Education