AGREEMENT BETWEEN THE BOARD OF EDUCATION OF GAVIN SCHOOL DISTRICT #37

and the

GAVIN EDUCATION ASSOCIATION, IEA-NEA 2025-2028

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ARTICLE I RECOGNITION AND SCOPE

1.1 Recognition

The Board of Education of Gavin School District No. 37, Lake County, Illinois (hereinafter referred to as the "Board" or the "Employer") recognizes the Gavin Education Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all regularly employed full-time and part-time licensed (certificated) and non-licensed (non-certificated personnel employed by Gavin School District 37. Excluded are all persons employed by Gavin School District 37 in the following job titles or classifications: Director of Buildings and Grounds, Administrative Assistant to Superintendent, all managerial, supervisory, confidential, and short-term employees as provided by the Illinois Educational Labor Relations Act.

1.2 Definitions

The term "ESP," when used hereinafter in this Agreement, shall refer to all Educational Support Personnel Employees covered by this Agreement (Custodian, Maintenance Staff, Bus Driver, Bus Aide, Administrative Assistant, Educational Aide, Media Aide, Health Assistant, Kitchen Staff, Lunch Aide, Playground Aide, Bus Aide, Technology Support Specialist, Nurse (Not CSN), Occupational Therapist, Sign Language Interpreter), except as otherwise specified in this Agreement or as provided below:

A. Full-time ESP:

- 1) 12-month, ESPs who are regularly scheduled to work at least 40 hours per week and between 241-260 days per year;
- 2) 10-month or 11-month ESPs who are regularly scheduled to work at least 30 hours per week and between 186-240 days per year;
- 3) School year ESPs who are regularly scheduled to work at least 30 hours per week and between 160-185 days per year; or
- 4) Sign language interpreters and occupational therapists who work full-time for the school year.

B. Part-time ESP:

1) Part-time, regular ESPs whose work circumstances do not meet the definition of a full-time ESP.

C. Teachers:

1) All full-time and regular part-time teaching personnel and other licensed employees holding a professional educator license without stipulations.

ARTICLE II LABOR/MANAGEMENT RELATIONS

2.1 Joint Labor/Management Committee Meetings

Representatives of the Board, Administration and the Association shall meet three (3) times per year for the purpose of discussing any work-related issues that may arise. Tentative dates will be determined at the start of each school year. At least 5 school days before the meeting, the Superintendent and the Association President will prepare an agenda. Anyone proposing an agenda topic will provide an explanation concerning the reason why it should be included on the agenda and enough detail to allow the other party to review the matter in advance.

2.2 Mediation

Anytime a mediator is to be called in accordance with the rules established by the IELRA, the parties will request one from the Federal Mediation and Conciliation Service. Should FMCS be unavailable, the parties will attempt to select a mutually agreed to replacement prior to contacting the Illinois Educational Labor Relations Board.

2.3 Copies of the Agreement

The Association will distribute the Agreement to current employees. The Association shall provide all newly hired employees with a copy of the agreement. The Association will prepare a document of the ratified Agreement and after review by the Board, the Board will post the agreement according to current posting requirements.

2.4 Waiver of Mandates

The Association shall be given notice of the scheduled hearing at the same time the public notice is made. An Association representative shall be afforded the same amount of time as a member of the public to present Association views at the requisite public hearing.

2.5 No Strike

- A. During the term of this Agreement, the Association its officers and other members of the bargaining unit shall not strike, slow-down or otherwise refuse to render full and complete services to the Board.
- B. Participation during the term of this Agreement in any strike, slowdown or refusal to render complete services to the Board may be cause for disciplinary action by and in the sole discretion of the Board for any or all Employees participating therein.
- C. The Board agrees that during the term of this Agreement, it will not lock out any of its employees covered hereby.

ARTICLE III EMPLOYEE RIGHTS

3.1 Right of Representation

An Employee may request that an Association representative be present at an investigatory interview which he/she reasonably believes might result in discipline. The Employer may respond by granting the request, discontinuing the interview or offering the Employee the choice of continuing the interview without the requested representation or foregoing any benefit that may have been derived from the interview.

3.2 Non-Discrimination

The conditions of employment in this school District, including wages, hours, terms, and benefits, shall be applied without regard to race, creed, religion, color, national origin, sex, or marital status provided, however that this provision shall not be subject to Step IV of the grievance procedures of this Agreement.

3.3 Right to Organize

- A. An employee shall have the right to organize, join, and assist the Association. Neither the Board nor the Association shall discriminate against an employee because of membership in the Association or legal activities pertaining thereto.
- B. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.
- C. This Section shall not be subject to Step IV of the grievance procedures of this Agreement.

3.4 Discipline

Employees shall maintain discipline in schools and school-related settings. Employees shall report extreme or chronic discipline problems to the appropriate administrator.

Employees shall be kept informed of any official or written changes in the Board's student discipline policy.

3.5 Notification of Assignment

Appointment and reassignment will be done by the Board of Education.

3.6 Procedures for Dealing with Complaints Against Employees

A. Administrators should encourage any parent/citizen making a complaint against an employee to attempt to resolve the problem directly with the employee. If the parent refuses, and the parent is willing, the administrator will sit down with the employee and the parent to moderate a discussion regarding the complaint. In the event a parent/citizen files a written complaint regarding an employee, prior to attempting to resolve a problem, the Administrator shall provide a copy of the complaint to the employee. The parent/citizen complaint shall not become part of the employee's file, or have any weight in an employee's final written evaluation unless allegations are investigated and founded by an administrator and the Superintendent. If the actual

parent/citizen complaint is not founded, then it will not be included in the employee's file. It is recognized that the employee will maintain their rights under Section 3.1, Right of Representation.

B. It is recognized and agreed by the employees and the Board that the final authority and responsibility for dismissal and discipline of employees rests with the Board as long as it complies with applicable law and this Agreement.

3.7 Conflict of Interest

No employee shall accept compensation from producers of instructional supplies when one's recommendations affect the local purchase or use of such teaching aids.

3.8 Calendar

The Superintendent shall meet with the calendar committee for input prior to his/her presentation of a proposed calendar to the Board. The calendar committee will be sensitive to the inclusion of dates of non-attendance that encourage and celebrate the diversity of staff and students. This committee is voluntary and is open to any Employee, but not to exceed 15 members consisting of teachers and educational support personnel. This provision shall not be subject to the grievance language in this Agreement.

3.9 Employee Handbook

A Committee selected by the Superintendent and Association President will collaborate to develop an Employee Handbook and the Superintendent will notify and collaborate with the GEA prior to any revisions to the Employee Handbook. The mere reference of the employee handbook herein shall not serve to incorporate its terms within this agreement.

3.10 Work Related Injury

Should the District's workers' compensation carrier determine that an employee has experienced a "compensable injury," which occurred due to an act of aggression committed by a Gavin student, the District shall provide full compensation for up to the first three (3) consecutive work days lost by the employee immediately following the incident resulting in the injury, so long as the first three (3) lost work days are not later determined to be compensable. The employee shall first use his/her own sick leave days, which shall be credited back to him/her if the first three (3) lost work days are not later determined to be compensable. However, if the first three (3) days are later determined to be compensable, the District shall credit the sick leave days back to the employee and shall deduct the equivalent of three (3) paid sick leave days from the employee's future pay not to exceed a maximum of one day per paycheck.

In all other workers' compensation cases, an employee may use his or her own sick leave days for the first three (3) consecutive lost days of work. In the event the first three (3) days are later determined to be compensable, the District shall credit the sick leave days back to the employee and shall deduct the equivalent of three (3) paid sick leave days from the employee's future pay not to exceed a maximum of one day per paycheck.

ARTICLE IV ASSOCIATION RIGHTS

4.1 Dues Deduction

A.

The Employer agrees to honor the terms of an employee's written, voluntary authorization to have Association dues, fees, and political contributions deducted from their wages. The employee shall authorize deductions using a form created and maintained by the Association and signed by the employee in any manner that satisfies the [State] Uniform Electronic Transactions Act. Each month, the Association will provide to the District for all new employees, a copy of the New Member Enrollment form and identify the total amount of union dues that is to be deducted for the current school year prior to any payroll deductions being made. Thereafter, at the start of each school year, the union will provide to the District a list of all members and the amount of union dues to be deducted for that school year. The Employer shall transmit those deducted amounts to the Association in accordance with paragraph B of this section. Should the individual employee who has signed an authorization either be removed from the Employer's payroll or otherwise placed on any type of involuntary or voluntary leave of absence, whether paid or unpaid, the employee's dues deduction shall be continued upon that employee's return to the payroll in a bargaining unit position represented by the Association or restoration to active duty from such a leave of absence. The Employer will cease deductions from an employee's wages upon the Association's request. If an employee notifies the Employer that they wish to revoke, cancel, or change their payroll deduction authorization, the Employer will refer the employee to the Association. The Association must inform the Employer within ten (10) working days of the ultimate decision of the employee as it relates to dues deductions. An employee's authorization shall remain effective from year to year unless the employee notifies the Association according to the Association's procedures. Upon an employee's resignation, retirement, or other severance from employment the Employer will notify the Association and cease payroll deductions.

- B. Authorizations submitted by the 1st of the month shall become effective by the first pay period of the following month. Dues shall be deducted between September and May (i.e., eighteen (18) pays). Late enrollees shall have equal deductions spread across their remaining pay periods for the school term. All dues shall be remitted within ten (10) working days following the deduction.
- C. The Association shall annually certify to the Superintendent, or designee, the amount of the dues.
- 4.2 Meeting with Members on Institute Days

The Association President will be given time to address employees covered under this Agreement, for a period not to exceed an hour, on the first Institute Day of each new school year and on subsequent Institute Days, as necessary, throughout the school year.

4.3 A. Board Meetings – Notification

Except in the case of an emergency, the President of the Association or his/her designee shall be given electronic notification of any regular or special meeting of the Board at least twenty-four (24) hours prior to the scheduled time of such meeting.

B. Board Minutes – Web Publishing

Upon approval by the Board, all open session Board minutes will be published on the Gavin Website within seven calendar days of approval and will be kept on the Website for no less than 60 days.

4.4 Pertinent Information – Association

Within a reasonable time period following the Board's receipt of a written request from the Association President, the Board will furnish to the Association President regularly prepared public information, including, but not limited to, the annual budget, annual auditor's report, and a register of bargaining unit personnel, including addresses, seniority and experience credits. This section shall not be interpreted to require the Board to research, assemble or specially prepare any data.

4.5 Use of Facilities and Equipment

Upon request made to the Principal and forwarded to the Superintendent, and provided that it does not interfere with the educational program, the Association shall be permitted the use of school building rooms for the purposes set forth below, provided the Association complies with all procedures, rules, and regulations set forth in Board Policies 8.110, "Use of School Property," and 8.150, "Rules and Regulations Governing Use of Buildings." The Association shall not use school buildings for the purpose of engaging in "prohibited political activity," as that term is defined and applied under the *State Officials and Employee Ethics Act*, 5 ILCS 430/1-1. School related activities under the jurisdiction of the District will have priority over all other activities, including Association meetings.

The following shall be permitted:

- A. The use of school buildings for meetings for professional meetings during regular working hours of the custodial staff.
- B. The use of teacher communications boxes, inter-school communications, and school bulletin boards for the purpose of internal communications and GEA, IEA, and NEA elections.
- C. The use of school equipment, e.g., computers, printers and copiers for the preparation of materials, including GEA, IEA, and NEA elections, for internal use and dissemination only. Preparation of materials for discussion at the IEA Regional Council shall not be barred under this provision.

4.6 Association Meeting Days

By September 1st, the Association will serve the Superintendent with a calendar of tentative dates, places and times for Association meetings for the year, with the exception of the Institute Days. School related activities under the jurisdiction of the District will have priority over all other activities, including Association meetings.

4.7 Association Leave

The Association shall be entitled to ten (10) school days of Association leave per year for the purpose of sending representatives to IEA-NEA sponsored conferences, conventions, or workshops. Employees authorized by the Association to take such leave shall be released from duties without loss of pay or benefits, subject to the following:

- A. The Association shall give the Superintendent or designee written notice of the name(s) of the employee(s) authorized to take such leave, the date of such meeting, and the meeting involved at least ten (10) employment days in advance of the days such employee(s) shall be absent; and
- B. The Association shall reimburse the Board in an amount equal to the existing substitute rate for each leave day on which a substitute is actually employed.

ARTICLE V MANAGEMENT RIGHTS

- 5.1 The Board of Education retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States.
- 5.2 Except as provided in this Agreement, the Board hereby retains and reserves unto itself the following rights:
 - A. To execute managerial, organizational and administrative control of the District and its properties and facilities:
 - B. To direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
 - C. To hire all Employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, or dismissal, and to review, evaluate, promote, transfer and assign all such Employees;
 - D. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; and take action on any matter in the event of an emergency; and
 - E. To establish standards of Employee conduct and maintain supervisory functions which shall, in the interest of the District and its Employees, promote effective school operations; to require Employees to adhere to established policies and practices; and to require of Employees ethical behavior at all times in addition to practicing sound judgment and consciously discharging their duties.
- 5.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulation and practices in furtherance thereof, and the uses of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

The Board's failure to exercise any rights hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of the Board's right to exercise such functions or preclude the Board from exercising the same in any manner not in conflict with the express provisions of the Agreement.

ARTICLE VI WORKING CONDITIONS - TEACHERS

6.1 Lunchroom and Playground Assistants

The Board agrees to provide lunchroom and noon playground supervision by persons other than the teachers. (A teacher may volunteer to provide lunchroom and noon playground supervision, and where a teacher provides such supervision, he/she shall be paid at the internal substitute rate set forth in Section 22.5.)

6.2 Certificated Teacher Substitutes

The Board shall attempt to provide substitute teachers for all absent teachers. The administration will periodically review and update the substitute teacher list.

6.3 Attendance at Meetings/Evening Functions

- A. All efforts will be made for staff meetings to be held to no more than 1 per month and lasting no more than 1 hour per meeting. Staff meetings will be pre-scheduled when possible. A teacher needs to notify the building principal if he/she is unable to attend the staff meeting. It is the responsibility of the teacher to get the information from the staff meeting. Staff meetings may be cancelled by the Principal if there is no need to meet. Also, a memo may be used in place of a staff meeting. This memo will need to be read and acknowledged via e-mail.
- B. Teachers shall be required to attend parent conferences (after school or in the evening if such are normally scheduled on a school-wide basis at that time) and an additional hour of Meet-and-Greet connected to the second institute day of the school year. Additional optional evening activities may be approved by the Principal and the building leadership team, which will be paid at the rate of \$30 per hour.

6.4 Moving

In the event that a teacher is required to move or relocate to another building or classroom, the district will provide adequate physical support (movers, boxes, helpers) to the teacher. Additionally, the time spent for such move shall be compensated at \$26 per hour for a maximum of seven (7) hours.

6.5 School Hours

Teachers must work a total of 7 hours and 10 minutes per school day. You must be on campus at least 20 minutes prior to the school start times and 10 minutes after dismissal. Additional time of 10 minutes must be put in before and/or after school. It is understood that students will not be allowed in the classroom prior to 10 minutes before school begins, unless otherwise arranged with the classroom teacher.

6.6 Attendance of Staff's Children at Gavin

Children of staff members may be permitted to attend school with their parent/guardian as long as prior approval of their attendance has been requested of the building principal and approved.

6.7 Mentoring

Procedures for the mentoring of new teachers will be identified in the District Mentoring Plan (Appendix F). An instructional mentor(s), selected by the building administrator, will work with any teacher(s) new to the district the first year of employment. Any additional years of mentoring will be determined on a case-by-case basis.

6.8 Class Size

The Board and the Association agree that reduced classes are desirable to maximize individual instruction and increase potential for achievement and learning.

A committee of two (2) administrators, a GEA officer, and the grade level teachers with concerns in class size will meet to discuss plans for remedies and/or assistance. The meeting process will begin when a grade level of 6-8 has an average homeroom size at or exceeding 27 students and grade K-5 has 25 students in each section.

6.9 Traveling Teachers

Except as stated below, a teacher who travels between schools shall only be required to attend meetings at his/her school of record. The school of record shall be defined as the school where the teacher spends the majority of his/her time. If time is equally shared between schools, the school of record will be selected by the principals with input from the teacher. If a meeting is pertinent to the traveling teacher, his/her attendance may be required by the building principal at another school.

6.10 Plan Time

Teachers will have designated plan time as determined by the building administration to independently work on planning and preparation for his/her class. The amount of plan time in the original master schedule will be similar across the district. Plan time may also be used for other purposes as deemed necessary and appropriate by the building administration.

ARTICLE VII WORKING CONDITIONS ESP

7.1 Emergency School Closing - Leave Days

- A. When the schools and school offices are officially closed for any school day due to an emergency, ESPs will not be required to work. However, the Board reserves the right to require mission-essential ESPs to work if the Board or the Superintendent deems their presence necessary.
- B. Full-time 12-month ESPs shall receive their regular pay for the school closing day.
- C. All other ESPs shall not be paid for an emergency day, but shall receive their regular pay for working on the designated make-up day at the end of the school year.
- D. ESPs will be paid for up to 5 E-Learning, emergency school closing days pursuant to the District's E-Learning Plan. The District reserves the right to assign paid ESPs duties as necessary.

7.2 Summer Work - Support Staff

If summer work for ESPs is available, such positions shall be posted in all school attendance centers and on the District website for at least five (5) working days before the vacancy is filled. Unless the Administration deems it an emergency, no vacancy shall be filled on a permanent basis until such vacancy shall have been posted for at least five (5) working days. The posting shall include:

- type of position available
- duration of employment (i.e., 1 month, 6 weeks, etc.)
- number of hours required per week

Under no circumstances shall summer work hours count towards the definition of a full-time ESP as set forth in Article I, Section 2. Summer work shall not accrue towards seniority. When the Administration determines to fill a particular summer position, or group of summer positions, with internal applicants, the Administration shall take each applicant's seniority and qualifications into consideration. However, nothing shall prevent the District from hiring temporary workers (i.e., college students) for summer work who shall not be considered part of the bargaining unit.

7.3 ESP Resignations

An ESP who wishes to resign (which shall include resignations for the purpose of retirement) from his/her position in the District shall provide the Superintendent written notice at least two (2) weeks in advance of the effective date of the resignation. Any ESP who fails to both report for duty and call to notify his/her immediate supervisor ("No call/No show"), for three (3) consecutive work days, shall be considered to have constructively resigned and the Board shall accept such resignation.

7.4 Early Release Days

It is expected that paraprofessionals, 12-month ESPs and 10-month administrative assistants will work during Early Release Days, unless it is determined they will not be needed. In such case, the Building Principal will provide at least 5-days advance notice. Other ESPs who otherwise would not have regular duties on early release days (i.e., bus drivers, kitchen staff, lunch supervisors, 9-month administrative

assistants) may be required to work as determined by the Building Principal. If any ESP will be required to work during early release hours, the Superintendent or Building Principal will provide at least 10 workdays advance notice. It is understood that during paid early release hours, the Building Principal or other supervisor shall have the right to assign work to ESPs, to provide training, or to require completion of training tutorials. All ESPs who work will be required to submit time sheets that appropriately reflect hours worked during the early release period.

7.5 Opening Institute Day

All ESPs will be required to attend the Institute Days prior to the start of the school year. ESPs will not be required to attend Meet and Greet unless it is required of them by their supervisor. The hours of attendance at Institute Days and Meet and Greet, if applicable, will not exceed the ESPs normally assigned hours and will be used for ESPs to work on matters in preparation for the first day of student attendance and/or the completion of the District's required online trainings as determined by the supervisor.

If an ESP is hired after the opening week Institute Days, an orientation/training day will occur within the first five work days of employment.

7.6 Probationary Period

New ESP employees will have a 90 calendar day probationary period. After successful completion of the probationary period, progressive discipline shall apply. Progressive discipline shall apply only to the performance of duties and not to acts of misconduct. If warranted by the seriousness of the performance deficiencies, the District may skip steps in the progressive disciplinary process, up to and including immediate dismissal for an unsatisfactory evaluation.

7.7 Work Day/Week

The Superintendent shall determine the days and hours worked by ESPs.

ESPs who work six (6) continuous hours or longer will receive one thirty (30) minute duty free unpaid lunch, which shall be scheduled by the building principal, provided that lunch shall begin no later than five (5) hours after the start of the work period. Eligible ESPs are required to take the duty free unpaid lunch and shall not be paid for working through the lunch period unless prior approval from the ESP's direct supervisor is obtained.

Upon approval of a direct supervisor, ESPs who work at least six (6) continuous hours may receive two fifteen (15) minute daily breaks. ESPs who work at least four (4), but less than six (6) continuous hours may receive one fifteen (15) minute daily break.

7.8 Overtime

All ESPs deemed non-exempt under the *Illinois Minimum Wage Act* will be paid overtime at the rate of 1.5 times their regular hourly rate for all hours worked in excess of forty (40) in a work week (Sunday through Saturday).

7.9 Required Meetings

ESPs will be compensated for any meetings at which attendance is required by the Employer outside of regular working hours. Payment for attendance at such required meeting will be a minimum of

one-quarter (1/4) hour. Time will be calculated in one-quarter (1/4) hour increments.

7.10 Registration Days / School Improvement Days / Before or After School Year

Hours worked by ESPs on Registration Days, School Improvement Days and before and after the school year shall be considered compensable.

7.11 Work Conditions Specific to Bus Drivers

A. Bus Drivers Hours of Work (Regular, Not Substitute Drivers)

A bus driver who is scheduled to drive a morning/afternoon route shall be paid a minimum of four (4) hours per day, provided he/she actually works his/her regular schedule. A bus driver who is scheduled to drive a mid-day route shall be paid a minimum of two (2) hours per day, provided he/she actually works his/her regular schedule. A bus driver who is scheduled to drive a morning/afternoon route and a mid-day route shall be paid a minimum of six (6) hours per day, provided he/she actually works his/her regular schedule. A bus driver shall be expected to: i) clean the interior; and ii) fill the gas tank of his/her assigned bus, during the guaranteed minimum time period paid for his/her assigned bus route, and without additional compensation. If special circumstances prevent the bus driver from completing the duties within the guaranteed minimum time period, the bus driver must notify his/her supervisor and request permission to complete these duties and receive additional compensation.

B. New/Vacated Bus Routes

In the event a regular bus route becomes permanently available – either because the District has added a permanent new route or because a bus driver has resigned/retired or been dismissed from employment – the District shall post such new/vacant route for five (5) working days. During the posting period, all bus drivers shall have the opportunity to request to transfer to the new/vacant route or to a new "vacancy" created by the movement of transferring drivers. The selection of a driver to fill a new/vacant route, or a "vacancy" created by the movement of transferring drivers, shall be made on a seniority basis.

C. Charter Trips

Charter trip duties, including, but not limited to, driving to and from field trips, over-night trips, student athletic or extracurricular events, shall be selected one by one by the bus drivers on a rotating basis beginning with the most senior bus driver first. Once a bus driver has been offered an opportunity for a charter trip, the next driver on the seniority list will be offered that trip or the next trip, as the case may be, and so on through the seniority list. Once a driver rejects an offer for a charter trip, that driver goes to the bottom of the list for purposes of being offered another charter trip for the school year. Charter trips may only be assigned if they do not conflict with a bus driver's regular assigned schedule or other regular job duties in the school district unless otherwise determined by the Administration based on the best interests of the District. The hours worked while performing charter duties, including waiting time, shall be considered compensable. It is expressly acknowledged by the Parties to this Agreement that prior to August 1, 2007, the District utilized the services of a third party transportation provider to perform some charter trips. The Administration shall have the right to continue to utilize the services of a third party outside transportation company whenever it determines that the District lacks the necessary equipment or available staff for the aforementioned chartered events.

ARTICLE VIII FAMILY AND MEDICAL LEAVE ACT

8.1 Family and Medical Leave

- A. Employees who have been employed by the Board for at least twelve (12) months, and have worked at least 1,000 hours during the twelve (12) months preceding the start of leave, shall be eligible for medical and/or family leave in accordance with the provisions of the federal *Family and Medical Leave Act of 1993* ("FMLA"). Such leave shall be unpaid unless accumulated sick leave is available. If available, accumulated sick leave must be used during the leave. The total Family/Medical Leave, paid or unpaid under this provision, cannot exceed twelve (12) weeks during any fiscal year. The following reasons are eligible for Family/Medical Leave:
 - the birth of a child and to care for the newborn child, provided the leave is completed no later than twelve (12) months after the birth of the child;
 - the placement of a child with the Employee for adoption or foster care, provided the leave is completed no later than twelve (12) months after the placement of the child;
 - because the Employee is needed to care for the Employee's spouse, child, or parent with a serious health condition;
 - the treatment of a serious health condition that makes the Employee unable to perform the functions of the job; or.
 - the existence of a qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
- B. During a "single 12-month period", an eligible employee's FMLA leave entitlement may be extended to a combined total of 26 work weeks of unpaid leave to care for a covered servicemember (defined herein) with a serious injury or illness. The "single 12-month period" is measured forward from the date the employee's first FMLA leave to care for the covered servicemember begins. This extended FMLA leave is available to care for the employee's spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness. A "covered service member" is a veteran or current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness as defined by the FMLA regulations. If spouses are employed by the District and both are eligible for FMLA leave, they may together take only a combined total of 26 weeks of FMLA leave.
- C. Any other leave provided for in this Agreement which may be taken for any of the above purposes will be deducted from the Employee's twelve (12) weeks of Family/Medical Leave.
- D. An Employee on Family/Medical Leave will continue to be covered under the District's health and dental insurance plans under the same terms as if the Employee had been continuously working during the leave period, provided that:
 - Coverage shall end when the Employee notifies the District of his or her intent not to

- return to work, fails to return on the scheduled date, or exhausts his or her Family/Medical Leave rights under this provision;
- The Employee will be required to pay his or her share of applicable premium payments at the same time as such payments would be made if by payroll deductions. Coverage may lapse if an Employee's premium payment is more than thirty (30) calendar days late;
- The District may recover its premium cost if the Employee fails to return to work following an approved, unpaid leave unless the reason for the failure to return is a serious health condition of the Employee, spouse, parent or child or a serious injury or illness of a covered servicemember which would otherwise entitle the employee to FMLA leave, or other circumstance beyond the Employee's control. In this event, the District may require a certification of the existence of a serious health condition which the Employee must provide within thirty (30) calendar days of the request.
- E. Upon conclusion of a Family/Medical Leave, the Employee will be restored to his or her former position or to an equivalent position as established by school board policies and practices and this Agreement (with respect to pay, benefits and other terms and conditions of employment) with any general pay increases or benefit enhancements granted during the leave, provided that:
 - An Employee will be required to submit a physician's release prior to returning from a personal medical leave;
 - An Employee returning from Family/Medical Leave has no greater rights to a position than had he or she been continuously working during the leave period (e.g. in case of RIF);
 - The District may administer FMLA leave in accordance with the "Special Rules Applicable to Employees of Schools." 29 CFR 825.600 825.604;
 - Where the Employee seeks an intermittent/reduced schedule medical leave, the District may temporarily transfer the Employee to an available alternative position with equivalent pay and benefits for which the Employee is qualified if the transfer better accommodates the requested recurring periods of leave; and
 - An Employee on an approved Family/Medical Leave may not perform work for another employer during the leave.

ARTICLE IX TEACHER LEAVE RIGHTS

9.1 Sick Leave

- A. Each Teacher in his/her first ten (10) years of district service shall be entitled to eleven (11) leave days per school term. Teachers starting years eleven (11) through twenty (20) shall receive fifteen (15) sick days per term. Teachers starting twenty-one (21) or more years of service to the district shall receive twenty (20) sick days per school term. Use of sick leave will be defined by Section 24-6 of the *School Code* of Illinois. Unused sick leave shall accumulate to a total of three hundred forty (340) days.
- B. Bereavement days according to the *School Code* of Illinois are for immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law and legal guardians. The use of up to three (3) days per bereavement shall not be counted as or deducted from the teacher's sick and/or personal leave. This benefit does not extend the benefits available to teachers under the *Family Bereavement Leave Act*; to the extent a bereavement leave qualifies under the FBLA and this Agreement, the teacher will be deemed to have chosen to use the 3 paid days under this Section concurrently with their FBLA leave and may choose to run sick days concurrently with the remaining unpaid FBLA days.

9.2 Personal Leave

The Board shall grant each teacher three (3) days of personal business leave without loss of pay. Unused personal leave days shall convert to and accumulate as sick leave at the end of each school term.

Except in case of emergency, a minimum of five (5) working days advance notice of the necessity for personal business leave shall be given to the Superintendent, or the Superintendent's designee, and personal leave days may not be taken on a parent-teacher conference day, immediately prior to or following a school holiday/break, except in an emergency which shall be explained to the Superintendent. Except in case of emergency, the administration reserves the right to deny a request for personal leave if more than three (3) teachers from the same building were granted personal leave for the same day.

9.3 Extended Medical Leave

The Board shall grant to a tenured teacher, upon request, extended medical leave beyond the accumulated sick leave up to the remainder of the school term in which the accumulated sick leave expires, provided a statement of the need for such extended leave, from the teacher's physician, is filed with the Board. The Board may require a second opinion by a physician selected by the Board at the Board expense. The teacher granted extended medical leave must work for 93 days in the school term to receive seniority credit for the school year's experience and advancement on the salary schedule. The teacher on such extended leave may continue to participate in group insurance. If the leave is without pay, the teacher will pay the insurance premiums during said period of time.

The Board reserves the right to require of any teacher who has been granted extended medical leave, a physical examination by a physician and verification of the person's ability to return to work before returning to regular employment.

Teachers granted extended medical leave must notify the Superintendent of Schools, in writing, on or before February 1st of the intention to return to work the following school year. Failure to comply with

this requirement will be considered a resignation by the teacher. Upon return from the extended leave of absence, the teacher may be reinstated to his/her previous position or to an available teaching assignment for which he/she is qualified. If a request for extended medical leave also qualifies for leave under the *Family Medical Leave Act* ("FMLA"), the extended leave shall run concurrently with leave under the FMLA.

9.4 Unpaid Leaves of Absence

Teachers may request in writing a leave of absence for up to one (1) school year without pay. Each leave of absence will be considered by the Board of Education on its own merit and shall be within the sole discretion of the board.

Teachers requesting a leave of absence must do so in writing at least one (1) calendar month prior to the anticipated start of said leave, except in emergencies.

The start and end dates of any leave requested must first be discussed with and approved by the Superintendent prior to submitting the request for the board's consideration.

An unpaid leave of absence may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured-teacher. However, for a school term to count toward the attainment of tenure, the non-tenured teacher must work at least one hundred twenty (120) full time employment days. A school term that is not counted toward attainment of tenure shall not be considered a break in service for the purposes of determining whether the non-tenured teacher has been employed for the period of time necessary to attain tenure, provided that the non-tenured teacher actually teachers or is otherwise present and participating in the District's educational program in the following school term. The granting of leave to any first-year non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other teacher. Each request shall be judged on its own merit and shall be judged within the sole discretion of the Board.

An extension of a leave of absence may be granted at the option of the Board.

A teacher on a leave of absence for one full school year shall notify the Superintendent, in writing, on or before February 1st of his/her desire to return to employment the following September. Failure to communicate his/her desire to return to an active teaching status on or before February 1st will be considered as a resignation. All other teachers on a leave of absence shall notify the Superintendent of their intent to return to employment in writing at least thirty (30) days before the expiration of their leave if the leave is set to conclude before February 1st, and on or before February 1st if the leave is set to conclude after February 1st.

The teacher may participate in the District's group insurance provided he/she pays the total insurance premiums in advance on a monthly basis subject to any applicable FMLA rights the teacher may have.

Prior to the onset of any leave of absence taken for any purpose for which sick leave could be used, if available, a teacher shall use his/her available and applicable sick leave, and vacation leave in accordance with those provisions of this Agreement, any Board Policy and Administrative Rules and Regulations.

Seniority shall not accrue during the leave of absence and the teacher shall not advance to the next step on the salary schedule unless the teacher works at least ninety-three (93) days in the school term.

Upon return from the unpaid leave of absence, the teacher may be reinstated to his/her previous position or to an available teaching position for which he/she is qualified.

Upon return from a leave of absence, all benefits accrued prior to the commencement of the leave of absence shall be retained.

If a request for a leave of absence also qualifies for leave under the *Family Medical Leave Act* ("FMLA"), the leave of absence shall run concurrently with leave under the FMLA.

9.5 Sick Leave Bank

The Board, in cooperation with the Association, hereby establishes a Sick Leave Bank (hereinafter "Bank"). The intent of the Bank is to provide extended sick leave to eligible teachers who incur a period of prolonged personal illness or disability or that of an "immediate family member" for whom the teacher has direct caregiving responsibility. ("Immediate Family" as defined in the Illinois *School Code* 105 ILCS 5/24-6). For purposes of this section and Appendix C, the term "prolonged" shall be defined as the teacher's absence from work for a period of at least ten (10) work days per disability and/or illness. The Association President or designee shall administer the Sick Leave Bank. Eligible teachers' participation in the Bank shall be on a voluntary basis, subject to the rules and regulations attached hereto as Appendix C. All matters that concern the policies and administration of the Sick Leave Bank shall be governed by the Association.

Sick Leave Bank may not be used for purposes of cosmetic surgery (except as such that is required after an accident or injury) and/or for any matter which may be reasonably postponed to a recess or vacation period.

The Association agrees with respect to the operation of the Sick Leave Bank that it will hold harmless and defend the Board, its members, employees and/or agents as regards any action, complaint, or suit of any type. In the event any action, complaint or suit of any type in any form shall be brought against the Board, its members, employees and/or agents, the Board shall retain the exclusive right to select counsel to defend such action, complaint, or suit and/or to determine whether such action, complaint, or suit should be compromised or settled.

It is expressly acknowledged and understood that, although the Association can approve "withdrawals" from the Bank, the Association does not have the authority to grant "leave" to any employee of the District and no teacher shall be considered to be on leave based solely on the fact that he/she was granted days from the Bank. The Board has and reserves the exclusive right to administer employee leaves in accordance with state and federal laws, regulations, any applicable Board Policy and the negotiated provisions of the CBA.

9.6 Accumulated Sick Leave

Each teacher can view sick leave detail and accumulated balances in district employee software (i.e. ERMA). Teachers can print an "Accumulated Balances Report" by clicking on the "export to excel" button and then printing the excel spreadsheet.

9.7 Catastrophic Illness

In the event a teacher suffers a catastrophic illness, and has exhausted his/her accumulated sick leave, personal leave, and any days made available through the Sick Leave Bank, each other teacher shall be allowed to contribute a combined maximum of fifteen (15) sick leave days to said teacher. All teachers

will be given up to two (2) opportunities to contribute days to said teacher, but in no event shall the amount of sick leave days contributed exceed fifteen (15) days. In the event days contributed are unused, said days shall be added to the Sick Leave Bank. The District shall notify the Association in writing regarding distribution of these days.

It is expressly acknowledged and understood that the Association does not have the authority to grant "leave" to any teacher of the District and no teacher shall be considered to be on leave based solely on the fact that he/she was granted days for his/her catastrophic illness. The Board has and reserves the exclusive right to administer teacher leaves in accordance with state and federal laws, regulations, any applicable Board Policy and the negotiated provisions of the CBA.

9.8 Religious Holidays

Teachers shall be allowed a maximum of two (2) days off for observance of recognized religious holidays of the employee's faith when such observance is not possible outside working hours. This time may be taken as either personal days or time without pay as determined by the employee.

9.9 Court Duty

The District will pay the full regular salary during the time a teacher spends on jury duty or, pursuant to a subpoena issued by the clerk of a court and served on such teacher, attends as a witness or deponent in any District school-related matter pending in court, provided the teacher remits to the District any reimbursement given to the teacher for such service, excluding costs for transportation and parking expenses, subject to submission of vouchers of same.

ARTICLE X ESP LEAVE RIGHTS

10.1 Accumulated Sick Leave

Each employee can view sick leave detail and accumulated balances in district employee software (i.e. ERMA). Employees can print an "Accumulated Balances Report" by clicking on the "export to excel" button and then printing the excel spreadsheet.

10.2 Religious Holidays

ESPs shall be allowed a maximum of two (2) days off for observance of recognized religious holidays of the employee's faith when such observance is not possible outside working hours. This time may be taken as either personal days or time without pay as determined by the employee.

10.3 Court Duty

The District will pay the full regular salary during the time an ESP spends on jury duty or, pursuant to a subpoena issued by the clerk of a court and served on such ESP, attends as a witness or deponent in any District school-related matter pending in court, provided the ESP remits to the District any reimbursement given to the ESP for such service, excluding costs for transportation and parking expenses, subject to submission of vouchers of same.

10.4 Sick Leave

A. At the beginning of each fiscal year, ESPs who are eligible to participate in the Illinois Municipal Retirement Fund (IMRF) under the "600-Hour Standard" shall be credited with sick days as follows:

Each ESP in his/her first ten (10) years of district service shall be entitled to eleven (11) leave days per school term. ESPs starting years eleven (11) through twenty (20) shall receive fifteen (15) sick days per term. ESPs starting twenty-one (21) or more years of service to the district shall receive twenty (20) sick days per school term.

Eligible ESPs who work a partial year shall be credited with a pro-rated portion of sick days.

In order to be credited with sick days for the upcoming year, ESPs must report to work on their first scheduled work-day.

- B. The unused portion of an ESP's annual sick leave shall accumulate to two hundred and forty (240) days. After an ESP has accumulated two hundred and forty (240) unused sick days, he or she shall continue to be credited with sick days each year. However, if any of these annual sick days remain unused at the end of the fiscal year, they shall not be allowed to accumulate. Sick leave days may be used by an ESP for the following reasons and subject to the following conditions:
 - a) Personal Illness or Disability,
 - b) Quarantine at Home,
 - c) Serious Illness or Death in the Immediate Family, or
 - d) Birth, Adoption or Placement for Adoption

Immediate Family shall be interpreted as brothers, sisters, spouse, parents, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

- C. The Board or the Superintendent may require an ESP who is absent for three (3) or more consecutive days for personal illness or 30 or more days for birth, or as the Board or the Superintendent deems otherwise necessary, to provide a physician's certificate substantiating the illness as a basis for pay. If the Board or the Superintendent does require a certificate as a basis for pay during leave of less than three (3) consecutive days for personal illness, the Board or the Superintendent shall pay the expenses incurred by the ESP in obtaining the certificate. For paid leave for adoption or placement for adoption, the Board or the Superintendent may require the ESP to provide evidence the formal adoption process is underway, and such leave is limited to 30 days. Paid leave due to a death in the immediate family shall be available only for the purpose of arranging or attending a funeral/burial/memorial service, which purpose shall be supported by documentation to be submitted by the ESP to the Superintendent. Further, the Board or the Superintendent may direct an ESP, at Board or the Superintendent's expense, to undergo a physical examination by a physician licensed to practice medicine in all of its branches.
- D. Bereavement days according to the *School Code* of Illinois are for immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law and legal guardians. The use of up to three (3) days per bereavement shall not be counted as or deducted from the ESP's sick and/or personal leave. This benefit does not extend the benefits available to ESPs under the *Family Bereavement Leave Act*; to the extent a bereavement leave qualifies under the FBLA and this Agreement, the ESP will be deemed to have chosen to use the 3 paid days under this Section concurrently with their FBLA leave and may choose to run sick days concurrently with the remaining unpaid FBLA days.

10.5 Personal Days

- A. At the beginning of each fiscal year, ESPs who are eligible to participate in the IMRF under the "600-Hour Standard" shall be credited with three (3) personal days.
- B. Requests to use personal days shall be made in writing and shall be submitted to the Superintendent at least five (5) work days in advance, except in cases of emergency. Use of personal days is subject to the approval of the Superintendent.
- C. Personal days shall be available for an ESP's individual religious observances and practices.
- D. Personal days shall not be used:
 - immediately prior to or following a school holiday/break (except that Saturdays and Sundays shall not be considered part of a school holiday/break)
 - on any day on which three (3) or more ESPs from the same building were granted personal leave for that same day.

An exception may be granted at the discretion of the Superintendent. However, any such exception granted shall be considered non-precedential.

E. Unused personal days shall be transferred to the ESP's sick leave at the end of each school year, subject to the two hundred and forty (240) day limit set forth in this Article.

10.6 Unpaid Leaves of Absence

- A. ESPs may request in writing an unpaid leave of absence for up to one (1) school or work year without pay. Each unpaid leave of absence shall be considered by the Board on its own merit and shall be within the sole discretion of the Board.
- B. ESPs requesting an unpaid leave of absence must do so in writing at least one (1) calendar month prior to the anticipated start of said leave, except in emergencies.
- C. The start and end dates of any unpaid leave requested must first be discussed with and approved by the Superintendent prior to submitting the request for the Board's consideration.
- D. ESPs requesting an unpaid leave of absence for medical reasons shall provide the Board with a statement from the ESP's physician verifying the need for such unpaid leave. Further, the Board reserves the right to require of any ESP who has been granted an unpaid leave of absence for medical reasons, a physical examination by a physician, periodic medical updates, and verification of the ESP's ability to return to work before returning to regular employment.
- E. An extension of an unpaid leave of absence may be granted at the option of the Board.
- F. An ESP on a leave of absence for one (1) full school or work year shall notify the Superintendent, in writing, on or before March 1st, of his or her desire to return to employment for the start of the following work year. Failure to comply with this requirement will be considered a resignation by the ESP. All other ESPs on an unpaid leave of absence shall notify the Superintendent of their intent to return to employment at least thirty (30) calendar days before the expiration of their leave.
- G. Subject to the carrier's approval, an ESP on an unpaid leave of absence may continue to participate in the District's group insurance provided that he or she pays the total insurance premiums in advance on a monthly basis. (This provision shall not diminish any applicable FMLA rights the ESP may have.)
- H. Prior to the start of any unpaid leave of absence approved for illness, disability or maternity, an ESP shall use his or her available and applicable sick leave, personal leave, and vacation leave in accordance with those provisions of this Agreement, and Board Policy and Administrative Rules and Regulations.
- I. Seniority shall not accrue during an unpaid leave of absence of sixty (60) consecutive calendar days or more.
- J. Upon return from an unpaid leave of absence, the ESP may be reinstated to his or her previous position or to an available position for which he or she qualifies, subject to any reinstatement rights he or she may have under the FMLA.
- K. Upon return from an unpaid leave of absence, all benefits accrued prior to the commencement of the leave shall be retained.
- L. If a request for an unpaid leave of absence also qualifies for leave under the FMLA, any approved leave of absence shall run concurrently with leave under the FMLA.

ARTICLE XI PERSONNEL FILE

11.1 Conditions and Procedures for Placement of Materials in File

There will be only one official file to be maintained by the Superintendent or designee. No evaluative materials will be placed in the file unless the Employee has received a copy. The Employee shall acknowledge that he/she received any materials evaluative in nature by affixing his/her signature on the copy to be filed. In the event the employee is absent or on leave, the evaluative materials shall be deemed "received" once the Employer mails via certified mail a copy to the address on file for the employee. However, any material evaluative in nature which has not been reduced to writing within thirty (30) calendar days following the event or occurrence or when such occurrence or event should reasonably have become known, may not be added to the file.

11.2 Right to Respond to Materials in File

Within thirty (30) calendar days following the date any material is entered into the Employee's personnel file, the Employee shall have the right to respond and his/her response shall be attached to the file. The immediate supervisor will sign the response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor by the Employee.

11.3 Right to Examine Personnel File

Pursuant to the *Illinois Personnel Record Review Act*, upon an Employee's written request to the Superintendent, such Employee shall be permitted to inspect his or her personnel file up to two (2) times per year, within seven (7) working days from the submission of said request, unless such deadline reasonably cannot be met, in which case it may be extended an additional seven (7) working days. The employee shall not remove any material from the personnel file. The Superintendent or her/his designee may be present during the review of the file.

11.4 Right to Reproduce Materials in File

Upon request of the Employee, the Board will reproduce one (1) copy of any materials in his/her personnel file.

11.5 Removal of Materials in File

In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings such portion of materials will be removed from the Employee's file.

ARTICLE XII VACANCIES AND TRANSFERS

- 12.1 If a vacancy occurs, the Superintendent shall proceed as follows:
 - A. A vacancy shall mean an opening in any bargaining unit full-time position which has been newly created or in which an opening has occurred because the employee holding that position has left the District. Vacancy and transfer shall not include a mere redeployment of tenured staff due to a reduction of force.
 - B. In the event a vacancy occurs for which an honorably dismissed employee on the recall list is qualified and eligible, it shall be offered to such honorably dismissed employee before it is posted as a vacancy. Qualified employees on the recall list shall have priority for vacant positions.
 - C. The Superintendent or designee shall announce a vacancy by sending an email to all Employees at least seven (7) calendar days before the vacancy is filled. No vacancy shall be filled on a permanent basis until such vacancy shall have been announced for at least seven (7) calendar days, unless the Administration deems it an emergency, the vacancy occurs during the school year, or no current staff holds the required credentials.
 - D. Any eligible Employee who is interested in applying for a specific vacancy may complete and submit a letter of interest in writing to the Superintendent for consideration and evaluation.
 - E. The Board of Education, upon recommendation of the Superintendent, is responsible for making the final decision. If an Employee does not receive a position for which s/he applies, then upon the Employee's written request, Superintendent will provide written reasons for the decision.
- 12.2 Teachers shall be notified of assignment changes for the forthcoming year before the end of the school term or as soon as practical. Teachers shall be notified of subsequent changes as soon as practical after a decision is made. At least one week before the start of the school year, educational support personnel shall be notified of their upcoming assignments and shall be advised of any changes as soon as practical.
- 12.3 In the event of an involuntary transfer is contemplated, the Superintendent or designee shall meet with the Employee prior to making the final decision to discuss the contemplated transfer and the reasons therefore. In the event an involuntary transfer is made, the Superintendent or designee will provide a written reason(s) for the decision upon request of the teacher.
- 12.4 An Employee who is involuntarily transferred may submit his/her written, dated and signed resignation, which resignation shall be accepted by the Board.

ARTICLE XIII TEACHER EVALUATIONS

- 13.1 Teacher evaluation shall be in accordance with the procedure devised by the joint Teacher-Administrative Evaluation Committee as established in Statute 24A-5 of the State of Illinois *School Code* and included as Appendix E of this document. The content of the Teacher Evaluation Plan included as Appendix E shall not be subject to the Grievance and Arbitration Article of this Agreement. However, unless a teacher's own lack of availability resulted in him/her not receiving a timely summative evaluation, a teacher shall be permitted to file a grievance if the timeline for the completion of his or her summative evaluation is not met. In such event, the grievance may not advance beyond Step Three of the grievance procedure.
- 13.2 Not later than forty-five (45) days before the end of the school term, the administrator shall complete a written evaluation report and make recommendations as to re-employment for each probationary teacher. A copy of the written evaluation report and the recommendation shall be furnished to the teacher. The final summative evaluation will contain a final summative rating of one of the following: Excellent; Proficient; Needs Improvement; or Unsatisfactory.
- 13.3 The parties agree that changes to the Evaluation Plan that are determined by the PERA committee can be made during the term of the agreement subject to mid-term impact bargaining, if applicable.

ARTICLE XIV ESP SENIORITY AND REDUCTION-IN-FORCE

14.1 Reduction-in-Force Procedures

Reduction-in-force ("RIF") shall be made on the basis of seniority accrued (seniority shall accrue as set forth in Section 14.4 of this Article). ESPs with the least seniority in the affected classification shall be removed in such sequence (i.e., least to most senior) until the necessary reduction has been made, provided more senior ESPs are qualified to hold the positions of the less senior ESPs. In determining an ESP's qualifications for purposes of reduction-in-force, the Board shall consider any statutory or regulatory employment prerequisites, and the specific skills required for the position as determined by the District in its policies, rules, regulations, or job descriptions.

14.2 Categories of Positions

ESPs shall be ranked by their seniority as either full-time or part-time within the following categories of positions:

- A. Custodian
- B Maintenance Staff
- C. Bus Driver
- D. Administrative Assistant
- E. Educational Aide
- F. Library Media Aide
- G. Health Assistant
- H. Nurse
- I. Kitchen Staff
- J. Lunch/Playground/Bus Aide
- K. Occupational Therapist
- L. Sign Language Interpreter
- M. Technology Support Specialist

14.3 Recall

The recall period shall be as defined in Section 5/10-23.5 of the Illinois School Code (This parenthetical sets forth the language of the School Code for reference purposes only – As of the date on which this Agreement was executed, the School Code defines the applicable recall period as "one calendar year from the beginning of the following school term"). To be eligible for recall, the honorably dismissed ESP must provide the Board, prior to the last day of employment, with written notification of the address where the ESP may be reached. The ESP must notify the Board in writing, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position offered to the ESP during the recall period. An ESP's failure to notify the District of acceptance shall constitute a rejection of the offered position. Any ESP who rejects an offer of an equivalent* vacant position for which he or she is qualified, or who resigns from another position in the District while on the recall list, shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacancy becoming available during the remainder of the recall period. The term "vacant position" shall not be deemed to include any short-term or substitute positions of less than sixty (60) working days' duration.

(*For the purpose of this Article 14, Section 3, "equivalent" means the same scheduled work hours and at least the same scheduled salary as the employee was receiving at the time of the RIF.)

Any ESP recalled during the statutory recall period shall retain his or her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the ESP did not work shall not be counted towards seniority.

14.4 Seniority Determination

Seniority shall be defined as the total length of continuous service as a full-time ESP within a category of position as set forth in Section 14.2 of this Article. Seniority shall not be interrupted by approved Board leave, but time on unpaid leave of absence of sixty (60) consecutive calendar days or more shall not count toward the accrual of seniority. Seniority shall begin with the first working day in such category of position. Part-time ESPs shall accrue seniority on the basis of one half year for every year of part-time work. If an ESP transfers from a part-time to a full-time position (or vice versa) within the same category of position, the ESP shall be entitled to utilize the seniority previously accrued in that same category of position. If an ESP transfers from one category of position to another category of position, that ESP shall retain his or her previously accrued seniority in the former category of position for a period of thirty-six (36) months from the first working day in the new category of position. Continuous service shall be interrupted by resignation, retirement or termination.

14.5 Resolving Identical Seniority

If total years of seniority in the District are equal between two (2) or more ESPs, then seniority shall be determined by reference to the following tie-breakers in the order below:

- A. Total continuous service in the District, regardless of category of position
- B. Total service in the District, whether or not continuous
- C. Lottery

14.6 Seniority Lists

A copy of the annual seniority list shall be furnished to the Association President and posted in all buildings on the ESP bulletin board on or before February 1. Such lists shall (1) be divided by category of position as set forth above, and (2) show the names of ESPs in order of their District seniority.

Any ESP disagreeing with his or her seniority shall respond, in writing, to the Superintendent and the Association President within ten (10) calendar days following the date of the posting. After expiration of the posting period, the seniority lists shall be considered final as of that date and for all prior years.

ARTICLE XV TEACHER SENIORITY AND REDUCTION-IN-FORCE

- 15.1 Seniority shall equal continuous full-time teaching service in the District. A teacher shall receive seniority credit when he/she is on an approved leave of absence for attendance at a college or university. A teacher must work at least ninety-three (93) full-time days in the school term to receive a year's seniority credit when on any other approved leave of absence during a school term. Tenured part-time teaching services will be computed on a pro rata basis according to the teacher's full-time employment.
- 15.2 Seniority shall be counted from the first day of <u>full-time</u> employment.
- 15.3 If the Board determines that a reduction in the number of teachers employed is necessary, or that a particular type of teaching service should be discontinued, the Board shall remove teachers from within the category of position to be reduced or discontinued, based on each teacher's placement in 1 of 4 performance evaluation groups in the "sequence of honorable dismissal list." Teachers shall be honorably dismissed in group order (i.e., 1-4); with teachers in Group 1 the first to be honorably dismissed and the teachers in Group 4 the last to be honorably dismissed. From amongst those teachers in Group 1, the District shall have the discretion to honorably dismiss in any sequence. Within Group 2, the sequence of dismissal shall be based upon the average performance evaluation ratings, with the teacher with the lowest average performance rating dismissed first. In the event two or more teachers in Group 2 have an identical average evaluation rating, the teacher with the shorter length of continuing service (i.e., less seniority) shall be honorably dismissed first. Within Groups 3 and 4, the teachers with the shorter length of continuing service (i.e., less seniority) shall be honorably dismissed first. If seniority between two or more teachers is identical, then seniority shall be determined by total service in the District, whether or not continuous, with the person with the most service to the District considered senior. If the tie is not broken by the application of procedures in the previous sentence, then seniority shall be determined by horizontal credit on the salary schedule with the person with more credit considered senior. If the tie is not broken by the application of the procedures in the previous sentence, then seniority shall be determined by the total teaching service inside and outside the District, with the person with the most teaching service considered senior. If a tie remains after the application of the above procedures, then seniority shall be decided by drawing lots.

15.4 Definitions shall be:

- A. <u>Probationary/Tenured Full-Time Service</u>: This means being employed full-time as a teacher. When computing a percentage to represent part of a year credit, one hundred eighty (180) contractual days will be used as the divisor.
- B. <u>Tenured Part-Time</u>: This means being employed on a part-time basis after first becoming tenured in the District as a full-time teacher.
- C. <u>Probationary Part-Time</u>: This means being employed as a probationary teacher for part of a regular full daily schedule.
- 15.5 A listing of the seniority ranking and <u>certification qualifications</u> for all teachers shall be posted in each building of the District by November 15th of each year. Each teacher shall have twenty (20) working days thereafter to file a written objection to his/her ranking and shall detail the alleged specific error in ranking. The Superintendent and the Association President are to receive a copy of any teacher objection concerning their seniority ranking. The Superintendent, the Association President, and the party filing the objection shall have at least one (1) meeting to attempt to resolve any differences. If the matter is not

resolved at this point, the District may proceed subject to the right of the Association to pursue the matter by the grievance procedure.

Failure to make a written objection will be deemed an acceptance of the ranking and the teacher cannot thereafter challenge his/her seniority for the school term.

- 15.6 Neither the seniority policy nor a teacher's tenure status shall preclude the Board, in its discretion, from assigning teachers, or transferring teachers, to positions for which they are legally qualified.
- 15.7 Vacant positions, for purposes of recall shall include full-time teaching positions and part-time/full year teaching positions, but do not include part-time/part year, substitute positions, or positions that become vacant because of a leave of absence whether paid or unpaid. Additionally, the term vacancy shall not include mere redeployment of staff due to a reduction in-force. Any recalled tenured teacher shall retain his/her status and all accumulated seniority; however the period during which the tenured teacher did not teach shall not be counted towards seniority.
- Recall rights shall be as defined in Section 5/24-12 of the Illinois *School Code*. To be eligible for a recall, an honorably dismissed tenured teacher must provide the Board of Education, in writing, prior to the last day of the school term of dismissal with the address where the teacher may be reached, and it is the teacher's responsibility to notify the Administration of any change of address. The teacher must also notify the Board of Education in writing within fourteen (14) calendar days of mailing, or within seven (7) calendar days of receipt of offer, whichever shall occur first, of the acceptance of any vacant position being offered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of re-employment. If a teacher rejects an offer of a full-time vacant position, the teacher shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant position that becomes available within the recall period.
- 15.9 If the Board shall determine that it is necessary to reduce the number of teachers on contractual continued service, such teachers shall receive notice as required by law and a statement of honorable dismissal. Such teachers shall be dismissed in accordance with the following procedure:

RIF Procedures

- A. Annually a Sequence of Dismissal List will be prepared no later than 75 days before the end of the school year. The Sequence of Dismissal List may be revised to reflect any summative evaluations completed prior to 45 days before the end of the school year. Each teacher must be categorized into one or more positions for which the teacher is qualified to hold, based upon legal qualifications.
- B. The Superintendent or designee will prepare the Sequence of Dismissal List using a numeric Key to protect the confidentiality of individuals.
- C. Teachers placed on the Sequence of Dismissal List will be considered first for filling known vacancies for the following year. Teachers must hold the requisite qualifications as outlined in the job description to be transferred to a vacant position.
- D. Annually the Superintendent will meet and confer with Association President(s) to review the Sequence of Dismissal List prior to the Board taking action on a Reduction in Force. A copy of the List and its Key will be given to the Association President(s). The Sequence of Dismissal List is not available to the public under the *Freedom of Information Act* (FOIA) or the *Open Meetings Act* (OMA). The Sequence of Dismissal List is NOT a seniority list.

- E. Revisions to job descriptions used for determining qualifications for the categories of positions must be made by May 10 of each year. Changes to job descriptions will be reviewed and mutually agreed on with the Association prior to Board approval.
- F. Annually, the RIF Committee may meet to review a list of teacher performance evaluations identified by length of service to determine whether a disproportionate number of more senior tenured teachers received a recent performance evaluation rating lower than their prior rating.
- G. The District will notify non-tenured and tenured teachers at least 45 calendar days before the end of the school term of its intent to dismiss a teacher as part of a Reduction in Force.
- H. Recommendations for Reduction in Force will be presented to the Board of Education at least 45 calendar days before the end of the school term.
- I. If the District has any vacancies for the school term following a RIF or within one calendar year from the beginning of the school term following a RIF, the positions thereby becoming available must be tendered to the teachers so removed or dismissed who were in groups 3 or 4 of the sequence of dismissal and are qualified to hold the positions, based upon legal qualifications and any other qualifications established in a job description, on or before the May 10 prior to the date of the positions becoming available. If, however, the number of honorable dismissal notices based on economic necessity exceeds 15% of the number of full-time equivalent positions filled by certified employees (excluding principals and administrative personnel) during the preceding school year, then the recall period for teachers in Group 3 or 4 is for the following school term or within 2 calendar years from the beginning of the following school term.

If the District has any vacancies within the period from the beginning of the school term following the RIF through February 1 of the following school term, the positions thereby becoming available must be tendered to the teachers so removed or dismissed who were in Group 2 due to one "needs improvement" rating on either of the teacher's last 2 performance evaluation ratings, provided that, if 2 ratings are available, the other performance evaluation rating used for grouping purposes is "satisfactory", "proficient", or "excellent", and are qualified to hold the positions, based upon legal qualifications and any other qualifications established in a job description, on or before the May 10 prior to the date of the positions becoming available.

Among teachers eligible for recall pursuant to the preceding sentences, the order of recall must be in inverse order of dismissal.

J. In the event that the number of honorable dismissal notices based upon economic necessity exceeds five (5) notices or 150% of the average number of teachers honorably dismissed in the preceding 3 years, then the school board shall also hold a public hearing on the question of the dismissals.

ARTICLE XVI ESP FRINGE BENEFITS

16.1 Holidays

A. 10, 11-and 12 month full-time ESPs will be granted the day off with pay for the following holidays:

Martin Luther King's Birthday Labor Day Indigenous People Day Memorial Day Casmir Pulaski Day Veteran's Day

Thanksgiving Day President's Day or Lincoln's Birthday

Good Friday

In the event any of the aforementioned holidays is either waived by the District or falls on a weekend and is not recognized by the District as a student non-attendance day, each 10 11 and 12-month full-time regular ESP will be granted a "floating holiday" that may be taken upon approval by the ESP's direct supervisor. A floating holiday must be taken within the same school year it was issued. Unused floating holidays shall be forfeited. The Board or Superintendent reserves the right to substitute the floating holiday with a mandatory non-attendance day or to direct an ESP to use the floating holiday on a particular day.

B. In addition, 12-month full-time ESPs will receive the following days off with pay:

Day after Thanksgiving
Christmas Eve Day
New Year's Eve Day
New Year's Day

Christmas Day July 4th

Juneteenth

In the event any of the aforementioned holidays falls on a weekend and is not recognized as a student non-attendance day, each 12-month full-time ESP will be granted a "floating holiday" that may be taken upon approval by the ESP's direct supervisor. A floating holiday must be taken within the same fiscal year it was issued. Unused floating holidays shall be forfeited. The Board or the Superintendent reserves the right to substitute the floating holiday with a mandatory non-attendance day.

C. ESPs may be required to work on a holiday if the Board or the Superintendent deems it necessary. ESPs required to work on a holiday will be compensated at the rate of 2 times their regular hourly rate, which shall be inclusive of the aforementioned holiday pay.

16.2 Vacation

A. All 12-month full-time ESPs who have completed the following length of 12-month full-time service with the District will receive a paid vacation in accordance with the following schedule:

After 1st through 7th year 10 days After 8 or more full years continuous service 15 days

In the event a 12-month full-time ESP works a partial year, vacation days shall be accrued on the basis of .83 vacation days for every month worked during the first 7 years and 1.25 vacation days for every month worked during all subsequent years. In order to accrue vacation days during a

month, the ESP must begin his or her employment on or before the 15th of the month.

- B. Vacation days from the previous year will be awarded on July 1st of the year following the year earned and shall not be cumulative. Vacation days shall not accrue for any month in which an ESP does not report to work for fifteen (15) or more scheduled work days, unless the failure to report to work is due to the use of vacation time. Accrued vacation time must be used prior to the end of the year (June 30) following the fiscal year in which it was earned. Vacation days shall be available in whole day increments only and shall not be advanced to ESPs in anticipation of continued service to the District. Failure to use vacation days in accordance with this Agreement shall result in a loss of such days without reimbursement.
- C. Any ESP who resigns or is terminated shall be entitled to pay for a pro-rated portion of unused vacation days earned, but not forfeited, based on the Employee's hourly rate.
- D. All vacation schedules require the pre-approval of the ESP's direct supervisor and the Superintendent. ESPs should try to submit requests to use vacation at least one (1) week in advance; requests may be denied if the employee's absence would adversely impact operations.

16.3 Insurance

- A. The Board shall offer single coverage HMO, Dental, and Vision insurance to each 10, 11 and 12-month full-time ESP as defined in Article 1, Section 2 (A)(1) and (2), as well as sign language interpreters and occupational therapists who work full-time for the school year, as defined in Article 1, Section 2 (A) (4). The premium for such single coverage HMO, Dental, and Vision insurance coverage shall be paid by the Board for the period of September through August.
- B. All other ESPs (i.e., Full-time school year and part-time employees, as defined in Article 1, Section 2 (A) (3) and (B), respectively) may participate in the District's HMO insurance but must pay a pro-rated share of the cost of the premiums for such coverage. Such pro-ration shall be based upon a one thousand six hundred (1,600) hour work year (i.e., for an ESP who works 1,200 hours the Board shall pay 75% of the cost of the premium for single HMO insurance coverage if elected). Actual hours employed and paid will be totaled at the end of each month to determine the correct pro-rated portion. Adjustments, rebates, or deductions, if any, will be made to/from the ESP's paycheck(s).

Note: An ESP may elect to enroll in the PPO Plan, rather than the HMO Plan. The Board will contribute the same dollar amount that it would have paid for HMO single coverage and the ESP shall be responsible for paying any higher premium cost for the PPO coverage. In no event will the Board contribute more than the cost of any single coverage.

- C. Twelve members of the bargaining unit shall be appointed to serve on the District's health insurance committee. The insurance committee shall serve in an advisory capacity. The selection of committee members shall be by mutual agreement between the Superintendent and the Association.
- D. The Board shall continue an IRS-qualified salary reduction plan (also known as a Section 125 plan). The Board shall pay the start-up cost and the monthly administration fee. The plan will cover family premiums, non-reimbursed medical expenses and child care subject to IRS requirements.

16.4 CDL Renewal Reimbursement for Bus Drivers

The District shall fully reimburse bus drivers for the cost of the fee for renewing their Illinois school bus commercial drivers license ("CDL") and the cost of registration for any required CDL refresher course.

16.5 TB, Flu, and COVID Shot Reimbursement for Nurses and/or Health Assistants

The Board shall reimburse each nurse and health assistant in the District the cost of one flu and/or COVID shot, including any office visit co-pay, per year. Alternatively, at the Board's option and expense, it may arrange to have a flu and COVID shot provided to each nurse and health assistant at one of the District buildings.

The Board shall reimburse each nurse and health assistant in the District the cost of one TB screening, up to a maximum of \$50.00, per school year. Alternatively, at the Board's option and expense, it may arrange to have a TB screening provided to each nurse and health assistant at one of the District buildings.

The Board shall incur the cost of hepatitis B vaccination for high-risk support staff members as mutually agreed upon between the Association and the District.

16.6 Paraprofessional Fees

The Board shall reimburse each NCLB approved Educational Aide in the District, the cost of the *Professional Educator License with Stipulations* registration/license fee.

16.7 Life Insurance

Each ESP shall be provided group term life insurance in the amount of fifty thousand dollars (\$50,000) or two times the ESP's annual salary, whichever is greater. The premium shall be paid by the Board for the period of September through August. ESPs who are 70 or over may be subject to a reduction in benefits in accordance with the policy. See the policy for restrictions. In the event of a conflict between this language and the Policy, the Policy shall control. The Board will pay one hundred percent (100%) of the premium for this coverage.

16.8 The District will reimburse any school-related mileage expenses at the current IRS rate as long as the ESP provides substantiation for such school-related mileage expenses within 30 days.

16.9 Post-Retirement Compensation

ESPs who have worked for the District for at least 15 years will receive a lump sum check in the amount of five percent (5%) of their final years annualized compensation, less any applicable withholdings required by law or authorized by the ESP. This post-retirement compensation will be paid out in the second month following the month of separation. To be eligible for this post-retirement benefit, the ESP must submit to the Board a written resignation and notice of retirement, indicating the ESPs final date of employment, at least 18 months before the final date of employment with the District.

ARTICLE XVII TEACHER FRINGE BENEFITS

17.1 Life Insurance

Each teacher shall be provided group term life insurance in the amount of fifty thousand dollars (\$50,000) or two times the teacher's annual salary, whichever is greater. The premium shall be paid by the Board for the period of September through August. Teachers who are 70 or over may be subject to a reduction in benefits in accordance with the policy. See the policy for restrictions. In the event of a conflict between this language and the Policy, the Policy shall control. The Board will pay one hundred percent (100%) of the premium for this coverage.

17.2 Insurance

A. The Board will pay the cost of the premiums for single coverage in the HMO medical plan for Full-time teachers for the duration of the contract. Teachers employed for less than a 1.0 FTE may participate in the District's HMO insurance but must pay a pro-rated share of the cost of the premiums for such coverage. Such pro-ration shall be based upon a percentage of a 1.0 FTE. (i.e. for a part-time teacher who is employed for a .6 FTE the Board shall pay 60% of the cost of the premium for single HMO insurance coverage if elected).

For teachers who enroll in one of the PPO plans offered through the District, the Board will contribute an amount equal to the amount it contributes toward the cost of the premiums for single coverage in the HMO plan. Any premium cost in excess of the Board's contribution will be split between the Board and the employee. The Board's portion of the split amount will be at the same share it contributes to the HMO plan. (i.e. for a part time teacher who is employed for a .6 FTE the difference between the Board's contribution of 60% of the HMO premium and the PPO premium will be split between the Board and the employee at the pro-rated amount of 60%. For a 1.0 FTE the difference would be split evenly between the Board and the employee).

- B. Twelve members of the bargaining unit shall be appointed to serve on the District's health insurance committee. The committee shall serve in an advisory capacity. The selection of committee members shall be by mutual agreement between the Superintendent and the Association.
- C. The Board shall continue an IRS-qualified salary reduction plan (also known as a Section 125 plan). The Board shall pay the start-up cost and the monthly administration fee. The plan will cover family premiums, non-reimbursed medical expenses and child care subject to IRS requirements.
- D. The Board will provide Dental coverage for teachers and pay one hundred percent (100%) of the single coverage. The plan will include the following specification:

Preventative 100% - No Deductible Basic 80/20 - \$50 Deductible* Major 50/50 - \$50 Deductible*

- * Separate deductible for basic and major.
- E. The Board will provide Vision coverage for teachers and pay one hundred percent (100%) of the single coverage.

- F. When a Board Representative attends a Board of Directors meeting for NIHIP, the representative shall provide a short report to the Association President. In the event a Board Representative does not attend, an Association Representative may attend in a non-representative and non-participatory capacity subject to approval by the NIHIP Board. The Association shall be responsible for reimbursing the district for the cost of a substitute.
- 17.3 The District will reimburse any school-related mileage expenses at the current IRS rate as long as the teacher provides substantiation for such school-related mileage expenses within 30 days.

ARTICLE XVIII TEACHER RETIREMENT

18.1 Retirement Enhancement

A. Notice and Availability of Benefits

To qualify for the retirement benefits under this Article, an eligible teacher planning retirement must submit to the Board a written resignation and notice of retirement, indicating the teacher's final date of employment, on or before the January 15th four years prior to the June retirement year.

B. Eligibility for Benefits

To be eligible to participate in the retirement benefits under this Article, a teacher must be eligible for retirement under the provisions of the Illinois Teachers' Retirement System, have a minimum of ten (10) years of full-time employment in the Gavin School District immediately preceding retirement and must not have received an increase of greater than 6% in non-exempt TRS creditable earnings during the four school years immediately preceding his/her final four years of employment.

C. Salary Increases

The Board shall provide, as a retirement enhancement, a salary increase of 6% over the previous year's creditable earnings in each of the teacher's last four years of employment. Such 6% shall include any scheduled salary increase and all other forms of creditable earnings (*i.e.*, the teacher shall not be entitled to receive any increase in excess of 6% over the previous year's creditable earnings (unless such increase is exempt from excess salary contributions) regardless of assignment, the performance of hourly/extra-curricular duties or possible movement on the salary schedule).

D. Post-Retirement Compensation

So long as the teacher continues to work through the date he/she originally indicated as the final date of employment, then within two weeks after the teacher's receipt of his/her final paycheck for regular earnings, the Board shall issue the teacher a lump sum check of non-creditable earnings equal to 8% of the teacher's final year earnings, less any applicable withholdings required by law or authorized by the teacher. In the event the teacher accepts employment in a TRS-covered position in the school year immediately following his/her retirement, it shall be the teacher's obligation to immediately notify the District's business office and reimburse the District the cost of any TRS employee contributions the Board may incur on the teacher's behalf.

ARTICLE XIX PROFESSIONAL GROWTH/TUITION REIMBURSEMENT

19.1 Professional Growth and Development

With the prior written approval of the Employee's immediate supervisor, and the Superintendent or designee, all employees may apply for and be released with full pay (if on a workday) to attend conventions, workshops, conferences, visit exemplary programs, and participate in other work-related growth activities. Expenses which may qualify for reimbursement include registration fees, mileage, and overnight and meal reimbursement, provided the expenses must be pre-approved. The procedure for obtaining approval for professional development is attached hereto as Appendix H and is non-contractual.

In the event an Employee would like to be reimbursed for expenses associated with the aforementioned events, that Employee shall submit a written request for pre-approval to the Superintendent or designee stating the expenses for which reimbursement is sought. The District Office shall then determine which of the requested expenses, if any, the District will reimburse, and inform the Employee in writing of the determination. After an event, the Employee shall submit all documentation of any pre-approved expenses in order to be eligible for reimbursement.

19.2 In-Services

- A. In-services will be planned and hosted as a joint effort between the Administration and the Association. The Superintendent shall form a Joint Professional Development Committee. Employees may apply to and shall be selected by the Superintendent to serve on the Joint Professional Development Committee. Including the Superintendent, or his/her designee, and the Association President, or his/her designee, the Committee shall not exceed fifteen (15) in number.
- B. In-Service applicability is the prerogative of the Building Principal. If in-service programs are not deemed applicable to specific teachers or ESPs, those specific teachers or ESPs may engage in other educational activities subject to the approval of the Building Principal.
- C. During institute time, activities will be focused to further the professional development of all teachers. These activities will cover all teaching areas, not just academics.
- D. All hours that are spent by teachers in professional development through Gavin will be recorded and tracked by the Superintendent's office to allow staff to use these hours towards recertification purposes. The process for this will follow the State of Illinois requirements and will be explained to the staff at the start of every school year.

19.3 Academic Credits

Approved educational credits which apply toward horizontal movement on the teacher's salary schedule must be verified by official transcript from the college attended. Factors to be considered when determining approval will include applicability to the subject matters taught, pedagogy, student learning, or direct relation to the field of education.

Horizontal movement on the teacher's salary schedule after the conferring of the Masters Degree shall only be for the graduate hours earned after the Masters Degree is earned.

Official transcripts reflecting additional academic credits for salary adjustments are due by October 15th and February 15th for coursework first eligible for a salary adjustment during a given school year. Transcripts turned in by October 15th will receive the full lane movement with the change reflected on the November 15th payroll along with retroactive payments for all payrolls from September and October. Transcripts received by February 15th will receive half of the total lane movement with the change reflected starting with the March 15th payroll and no retroactive pay. Any transcripts received after February 15th in a given school year will be credited to the following school year with salary adjustments given based on the following school year's salary adjustment guidelines.

Any falsification of transcripts of record shall be cause for immediate dismissal of the offending party.

19.4 Tuition Reimbursement

Pre-approval must be obtained from the Superintendent for any coursework applied to the salary schedule, regardless of the provision for tuition reimbursement.

Teachers will be reimbursed for the actual tuition costs incurred at the hourly rate of Northern Illinois University up to a total amount of one thousand six hundred dollars (\$1,600) per fiscal year (July 1st through June 30th). Educational Support Staff Employees will be reimbursed for the actual tuition costs incurred up to a total amount of eight hundred dollars (\$800) per fiscal year (July 1st through June 30th). Reimbursement shall be based upon the following conditions:

- A. Course work shall be college courses.
- B. Course work must be directly applicable to the employee's work (i.e., job specific) in the Gavin School District and requires the pre-approval of the Superintendent.
- C. The Superintendent's approval must be received prior to enrollment in the course.
- D. Employees on a leave of absence or a sabbatical leave shall not be eligible for tuition reimbursement
- E. Reimbursement shall be applicable to the year course work is successfully completed.
- F. If reimbursement approval is denied the Superintendent shall provide the Employee and the Association with the written reasons for the denial.
- G. Reimbursement will be made upon presentation of a grade report or Transcript or successful completion certificate (ex. Non-academic credit seekers) and proof of payment for that course.
- H. Cohort programs submitted as a whole will be considered prior to the enrollment. A list and description of courses will be submitted to the Superintendent for approval. Any deviation to the approved program must receive approval from the Superintendent prior to enrollment.

19.5 Professional Development Requirement

All teachers will complete the professional development requirements as directed by the State of Illinois Board of Education for recertification. If the State of Illinois Board of Education does not continue to require professional development for recertification, the Association and the Board of Education will create a requirement for teachers to follow.

ARTICLE XX GRIEVANCE

20.1 Definition

- A. The term grievance will be defined as a complaint by the Association, an Employee or a group of Employees that there has been an alleged violation, misinterpretation or misapplication of any express provision of this Agreement.
- B. Unless otherwise indicated, a day shall be defined as days on which the District's administrative office is officially open for business.

20.2 Procedures

Step One

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and the immediately involved supervisor. The Association building representative may be present if desired by either party.

Step Two

If the grievance cannot be resolved informally, the grieving Employee(s) or Association shall file a written grievance with the immediately involved supervisor and, at a mutually agreeable time, which shall not exceed ten (10) days from the filing of said grievance discuss the matter with him or her. The grievance must be in writing and shall state the following: the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, the date of the alleged violation, and the remedy requested. The filing of the grievance at Step Two shall be made within fifteen (15) days after the date of the occurrence giving rise to the grievance or within fifteen (15) days of when such occurrence should reasonably have become known. Present at this meeting shall be the grieving Employee(s), the immediately involved supervisor, and the Association building representative. The immediately involved supervisor shall make a decision on the grievance and communicate it in writing to the grieving Employee(s) and the Superintendent within fifteen (15) days after the parties have met as required by this Step.

Step Three

If the grievance is not resolved at Step Two, then the Association may, within ten (10) days following receipt of the answer from the immediately involved supervisor, file a written appeal of the immediate supervisor's decision at Step Two with the Superintendent. The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the Step Three meeting, the Association and grieving Employee(s) shall be provided with the Superintendent's written response, which shall include the reason(s) for the decision.

Step Four

ARBITRATION: If the Association is not satisfied with the disposition of the grievance at Step Three, the Association may submit the grievance to final and binding arbitration by filing a written demand for arbitration with the American Arbitration Association or FMCS with a copy of such written demand sent

to the Superintendent. If a demand for arbitration is not filed with the American Arbitration Association or FMCS within thirty (30) days of the date of the Step Three answer, then the grievance shall be deemed withdrawn.

20.3 Filing of Materials

Grievances and documents pertaining solely to the processing of grievances shall be kept separate from employee personnel files. The term "document" as used in this provision excludes, without limitation, written disciplinary reports, written reprimands, attendance records, and other similar documents customarily maintained in personnel files.

20.4 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, will be treated as though never having been filed.

20.5 Grievance Forms

The Board and the Association shall jointly develop a grievance form.

20.6 Bypass

By mutual written agreement, any step of the grievance procedure may be bypassed.

20.7 No Reprisals Clause

No reprisals shall be taken by the Employer or the Association against any Employee because of the Employee's participation or refusal to participate in a grievance.

20.8 Settlement

By mutual written agreement, a grievance may be settled at any step without establishing precedent.

20.9 Time Limits for Filing

If the grievance is not presented by the Employee(s) or Association within the time limits as set forth above, it shall be considered waived and may not be further pursued by the Employee(s) or the Association. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association and/or grieving Employee(s), if applicable, may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

20.10 Extension of Time Limits

The time limits referred to herein may be extended by mutual agreement of the Employer and the Association.

20.11 Hearings and Conferences

Hearings and conferences under this procedure shall be conducted at a time and place within the District

which will afford a reasonable opportunity for all persons, including any witnesses, to attend and will be held, insofar as possible, after regular school hours or during non-duty time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during school hours, all Employees whose presence is required shall be excused, with pay, for that purpose.

20.12 No Interference of Instructional Program

It is agreed that any investigation or other handling or processing of any grievance by the grieving Employee(s) or Association representative shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of all District 37 staff members.

20.13 Arbitration Time and Place

The arbitrator shall set a time for the hearing, which shall be held at a place within the District, subject to the availability of the Board and the Association representatives and witnesses.

20.14 Costs

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator, the American Arbitration Association or FMCS and a court reporter will be divided equally between the parties. If either party requests a transcript, that party shall bear the full costs of the transcript. If both parties order a transcript, the cost of the transcript will be divided equally between the Board and the Association. The parties will share the cost of any transcript or copy thereof requested by the arbitrator.

20.15 Limitations on Authority of Arbitrator

The arbitrator shall be bound by the terms and provisions of this Agreement and shall have no authority to add to, subtract from, nullify, ignore, modify or amend any provision of this Agreement. The arbitrator's authority shall be strictly limited to deciding only grievances as herein defines, that have been process in compliance with all provisions of the grievance procedure, and the issue or issues presented to him in writing by the Board and Association relating thereto.

20.16 Arbitrator Award and Opinion

The award of the arbitrator shall be accompanied by a written opinion setting forth findings of fact, reasoning and conclusions to support the award.

ARTICLE XXI ESP SALARY AND PAYMENT

21.1 Base Wage

The Base wage schedule for all ESP job classifications covered under this Agreement is attached to this Agreement as Appendix A.

21.2 Pay Checks

Normal pay dates will be the 15th and the 30th of each month (except for February, which will be the last day of the month), except when those days fall on weekends or holidays, in which case the pay date will be the previous workday. During Winter Break and Spring Break, paychecks will still be issued on the 15th and 30th. In the event that a staff member may be off work on the 15th or 30th due to a student non-attendance day, paychecks will be placed into the US Postal mail prior to the scheduled pay date.

21.3 Salary Placement

No ESP shall be hired at a rate higher than any existing ESP currently in the same job category, unless the Administration, in consultation with the Association, determines that the newly hired ESP has more relevant experience than the existing ESP. The final decision shall rest with the Administration. This provision shall not apply to the positions of Maintenance or Technology Support Specialist.

21.4 Hourly Premium for Special Needs Bus Drivers

A bus driver who is regularly assigned to drive a bus with (a) student(s) who must be transported in a wheel chair shall receive a \$1.00 per hour premium for those hours spent transporting such special needs student(s). If a bus aide is utilized, the special needs driver shall not be entitled to the \$1.00 per hour premium.

21.5 Bus Driver Attendance Bonus

Bus drivers with perfect attendance during any month of the school year shall receive a monthly perfect attendance bonus of \$25.00. For calculation purposes, August/September shall constitute a single month and May/June shall constitute a single month.

21.6 Annualized Pay

An ESP will have the option to annualize their pay. The annual pay will be calculated by multiplying the ESP's annual hours and hourly rate. That amount will be divided by 24 (# of pay checks per year) to establish their equalized per pay check amount. Deviations from normal working hours will be paid/deducted as a part of the regularly scheduled pay period.

The first payroll for the annualized pay will occur on the September 15 payroll and the final will be on the August 30 payroll. Those returning ESPs who wish to have their pay annualized in this manner, or who wish to change this method, for the upcoming school year must notify the District in writing on or before May 31st.

21.7 ESP Assistance with Student Toileting/Diapering

The Superintendent and/or Building Principal will designate staff in each building who will regularly assist with toileting/diapering needs when it is necessary based on an annual determination of student needs. Such staff member will receive a \$500 annual stipend.

ARTICLE XXII TEACHER COMPENSATION

22.1 School Year - Salary Schedule and Current Salary Schedule Placement

The salary schedule for teachers shall be set forth in Appendix B which is attached to and incorporated in this Agreement. A current salary schedule placement shall be available for each teacher the first day of school each year.

22.2 Pay Days Specified

All teachers will be paid on the 15th and 30th of each month with a total of twenty-four (24) pay periods per year. If a teacher requests in writing prior to September 10th of any year, such teacher shall receive all summer paychecks on the last day of school.

22.3 Pay Days - School Not In Session

During the summer, for those teachers who receive paper checks, checks will be mailed in sufficient time so they will reach teachers on the appropriate pay day unless a teacher makes other provisions with the business office.

22.4 Supplemental Jobs - Added to Salary Schedule

The supplemental pay schedule shall be as set forth in Appendix C, which is attached to and incorporated into this Agreement.

22.5 Internal Substitute Pay

Internal substitute pay shall be at the rate of sixty dollars (\$60.00) per hour, which shall be pro-rated to the closest minute for any internal substitution which is less than an hour.

22.6 Teaching Experience

If the District determines to offer experience credit to a newly-hired teacher, it will not pay more than the salary paid to an existing Gavin teacher with equivalent experience and educational attainment.

ARTICLE XXIII EFFECT AND DURATION

23.1	Entire	Agreement

This Agreement represents the entire agreement between the parties and may only be modified in writing executed by the parties.

23.2 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then said provision shall be unenforceable while all other provisions of this Agreement remain in effect.

23.3 Duration

Upon ratification by both parties, this Agreement shall be effective as of the first teacher attendance day of the 2025-2026 school year and shall terminate on the day before the first teacher attendance day of the start of the 2028-2029 school year.

In WITNESS WHEREOF, the Board of Education of Gavin School District No. 37 and the Gavin Education Association, IEA-NEA, approved this Agreement on June 18, 2025.

Board of Education Gavin School District No. 37 Lake County, Illinois	Gavin Education Association, IEA-NEA
Board President	GEA President
ATTEST:	ATTEST:
Board Secretary	GEA Secretary

1377439.1

APPENDIX A-1

Effective July 1, 2025, all returning support staff who are paid an hourly rate, shall receive the same hourly rate increase as the starting hourly rate increase from the 2024-2025 school year in their respective category of position. This hourly rate increase shall apply to work performed on or after July 1, 2025. Support staff who work in more than one category of position for which there are different hourly rates, will continue to receive different hourly rates.

Returning employees in the categories of Occupational Therapist and Sign Language Interpreter shall receive a 3.75% increase in annual salary.

2025-2026 ESP Minimum Starting Hourly Rates

POSITION	HOURLY STARTING RATE
Maintenance*	\$23.50
Custodian	\$17.00
Bus Driver	\$24.15
Administrative Assistant	\$17.45
Educational Aide	\$17.40
Library/Media Aide	\$16.50
Health Assistant	\$17.40
Nurse	\$39.00
Food Service Kitchen Staff	\$16.50
Lunch/Playground/Bus Aide	\$16.40
Food Service Lead	\$17.25
Technology Support Specialist*	\$22.00

The Board reserves the right to increase the minimum wage rates during the duration of the agreement, but shall not exceed the percentage of increase granted to existing ESP's unless by mutual agreement with the GEA.

2025-2026 Occupational Therapist & Sign Language Starting Salaries

POSITION	2025-2026 SALARY
Occupational Therapist	\$54,691*
Sign Language	\$40,260*

^{*}The Board reserves the right to pay more than the starting rate of pay for these positions.

^{***}The parties mutually agree that the Business Office Positions of Financial Assistant and Payroll/Bookkeeper Assistant are excluded from the bargaining unit as Confidential Employees.

APPENDIX A-2

Effective July 1, 2026, all returning support staff who are paid an hourly rate, shall receive a \$1.00 per hour rate increase. This hourly rate increase shall apply to work performed on or after July 1, 2026. Support staff who work in more than one category of position for which there are different hourly rates, will continue to receive different hourly rates.

Returning employees in the categories of Occupational Therapist and Sign Language Interpreter shall receive a 3.75% increase in annual salary.

2026-2027 ESP Minimum Starting Hourly Rates

POSITION	HOURLY STARTING RATE
Maintenance*	\$24.00
Custodian	\$17.50
Bus Driver	\$24.65
Administrative Assistant	\$17.95
Educational Aide	\$17.90
Library/Media Aide	\$17.00
Health Assistant	\$17.90
Nurse	\$39.50
Food Service Kitchen Staff	\$17.50
Lunch/Playground/Bus Aide	\$16.90
Food Service Lead	\$17.75
Technology Support Specialist*	\$22.50

The Board reserves the right to increase the minimum wage rates during the duration of the agreement, but shall not exceed the percentage of increase granted to existing ESP's unless by mutual agreement with the GEA.

2026-2027 Occupational Therapist & Sign Language Starting Salaries

POSITION	2026-2027 SALARY
Occupational Therapist	\$56,742*
Sign Language	\$41,770*

^{*}The Board reserves the right to pay more than the starting rate of pay for these positions.

^{***}The parties mutually agree that the Business Office Positions of Financial Assistant and Payroll/Bookkeeper Assistant are excluded from the bargaining unit as Confidential Employees.

APPENDIX A-3

Effective July 1, 2027, all returning support staff who are paid an hourly rate, shall receive a \$1.00 per hour rate increase. This hourly rate increase shall apply to work performed on or after July 1, 2027. Support staff who work in more than one category of position for which there are different hourly rates, will continue to receive different hourly rates.

Returning employees in the categories of Occupational Therapist and Sign Language Interpreter shall receive a 3.75% increase in annual salary.

2027-2028 ESP Minimum Starting Hourly Rates

POSITION	HOURLY STARTING RATE
Maintenance*	\$24.50
Custodian	\$18.00
Bus Driver	\$25.15
Administrative Assistant	\$18.45
Educational Aide	\$18.40
Library/Media Aide	\$17.50
Health Assistant	\$18.40
Nurse	\$40.00
Food Service Kitchen Staff	\$18.00
Lunch/Playground/Bus Aide	\$17.40
Food Service Lead	\$18.25
Technology Support Specialist*	\$23.00

The Board reserves the right to increase the minimum wage rates during the duration of the agreement, but shall not exceed the percentage of increase granted to existing ESP's unless by mutual agreement with the GEA.

2027-2028 Occupational Therapist & Sign Language Starting Salaries

POSITION	2027-2028 SALARY
Occupational Therapist	\$58,869*
Sign Language	\$43,336*

^{*}The Board reserves the right to pay more than the starting rate of pay for these positions.

^{***}The parties mutually agree that the Business Office Positions of Financial Assistant and Payroll/Bookkeeper Assistant are excluded from the bargaining unit as Confidential Employees.

School Psychologist

For the 2025-2026 School Year, the starting salary for a School Psychologist shall be \$69,019*. For the 2026-2027 School Year, the starting salary for a School Psychologist shall be \$71,607*. For the 2027-2028 School Year, the starting salary for the School Psychologist shall be \$74,292*.

Any School Psychologist employed by the District during the 2025-2026 School Year shall receive an increase in annual salary of 3.75% for the 2025-2026 School Year, 3.75% for the 2026-2027 school year if employed by the District during the 2026-2027 School Year, and 3.75% for the 2027-2028 school year if employed by the District during the 2027-2028 School Year.

*The Board reserves the right to pay more than the starting rate of pay for the School Psychologist position.

APPENDIX B-1

2025-2026 Teacher Salary Schedule					
Chara	D.A.	DA : 45	D.4.A	NAA . 45	NAA - 20
Step	BA	BA+15	MA	MA+15	MA+30
A	\$42,427	\$43,742	\$45,240	\$47,613	\$49,744
В	\$43,550	\$45,024	\$46,591	\$49,131	\$51,340
С	\$44,708	\$46,344	\$47,986	\$50,704	\$52,991
D	\$45,900	\$47,708	\$49,426	\$52,332	\$54,700
Е	\$47,125	\$49,119	\$50,914	\$54,018	\$56,472
F	\$48,390	\$50,575	\$52,453	\$55,764	\$58,304
G	\$49,695	\$52,080	\$54,046	\$57,572	\$60,203
Н	\$51,038	\$53,636	\$55,690	\$59,444	\$62,168
I	\$52,416	\$55,238	\$57,390	\$61,382	\$64,204
J	\$53,842	\$56,899	\$59,146	\$63,391	\$66,314
K	\$55,310	\$58,609	\$60,959	\$65,470	\$68,495
L	\$56,818	\$60,382	\$62,835	\$67,623	\$70,754
М	\$58,375	\$62,212	\$64,775	\$69,854	\$73,100
N		\$64,100	\$66,776	\$72,167	\$75,527
0		\$66,051	\$68,849	\$74,560	\$78,037
Р		\$68,067	\$70,988	\$77,036	\$80,639
Q			\$73,410	\$79,836	\$83,580
R			\$75,245	\$81,832	\$85,669
S			\$77,126	\$83,878	\$87,811
Т			\$79,055	\$85,974	\$90,007
U			\$81,031	\$88,123	\$92,257
V			\$83,057	\$90,326	\$94,563
W			\$85,133	\$92,585	\$96,928
Х			\$87,261	\$94,900	\$99,351

The steps on the schedule do not represent years of teaching experience.

If the District determines to offer experience credit to a newly-hired teacher, it will not pay more than the salary paid to an existing Gavin teacher with equivalent experience and educational attainment.

Teachers "off schedule" shall receive an increase of \$2,700

APPENDIX B-2

2026-2027 Teacher Salary Schedule					
Step	BA	BA+15	MA	MA+15	MA+30
A	\$42,851	\$44,180	\$45,693	\$48,090	\$50,242
В	\$43,986	\$45,475	\$47,057	\$49,623	\$51,853
С	\$45,155	\$46,807	\$48,465	\$51,211	\$53,521
D	\$46,359	\$48,185	\$49,920	\$52,856	\$55,247
E	\$47,596	\$49,610	\$51,423	\$54,558	\$57,037
F	\$48,874	\$51,080	\$52,978	\$56,322	\$58,887
G	\$50,192	\$52,601	\$54,587	\$58,147	\$60,805
Н	\$51,548	\$54,173	\$56,247	\$60,038	\$62,790
ı	\$52,941	\$55,791	\$57,964	\$61,996	\$64,846
J	\$54,380	\$57,468	\$59,737	\$64,025	\$66,977
K	\$55,864	\$59,195	\$61,569	\$66,125	\$69,180
L	\$57,386	\$60,986	\$63,463	\$68,299	\$71,461
М	\$58,959	\$62,834	\$65,423	\$70,552	\$73,831
N		\$64,741	\$67,444	\$72,889	\$76,282
0		\$66,711	\$69,538	\$75,306	\$78,817
Р		\$68,748	\$71,698	\$77,806	\$81,445
Q			\$74,144	\$80,634	\$84,416
R			\$75,997	\$82,650	\$86,526
S			\$77,897	\$84,716	\$88,689
Т			\$79,845	\$86,834	\$90,907
U			\$81,841	\$89,004	\$93,180
V			\$83,888	\$91,230	\$95,509
W			\$85,985	\$93,511	\$97,897
Х			\$88,134	\$95,849	\$100,344

The steps on the schedule do not represent years of teaching experience.

If the District determines to offer experience credit to a newly-hired teacher, it will not pay more than the salary paid to an existing Gavin teacher with equivalent experience and educational attainment.

Teachers "off schedule" shall receive an increase of \$2,700

APPENDIX B-3

		2027-2028 Teac	her Salary Sched	lule	
Step	BA	BA+15	MA	MA+15	MA+30
Α	\$43,280	\$44,622	\$46,150	\$48,570	\$50,744
В	\$44,426	\$45,929	\$47,528	\$50,119	\$52,372
С	\$45,606	\$47,276	\$48,950	\$51,723	\$54,056
D	\$46,822	\$48,667	\$50,419	\$53,384	\$55,800
Е	\$48,072	\$50,106	\$51,938	\$55,104	\$57,607
F	\$49,363	\$51,591	\$53,507	\$56,885	\$59,476
G	\$50,694	\$53,127	\$55,133	\$58,729	\$61,413
Н	\$52,064	\$54,715	\$56,809	\$60,638	\$63,418
I	\$53,470	\$56,348	\$58,544	\$62,616	\$65,494
J	\$54,924	\$58,042	\$60,335	\$64,665	\$67,647
К	\$56,422	\$59,787	\$62,185	\$66,786	\$69,872
L	\$57,960	\$61,595	\$64,098	\$68,982	\$72,176
М	\$59,549	\$63,462	\$66,077	\$71,258	\$74,569
N		\$65,388	\$68,118	\$73,618	\$77,045
0		\$67,378	\$70,233	\$76,059	\$79,606
Р		\$69,436	\$72,415	\$78,584	\$82,260
Q			\$74,886	\$81,440	\$85,260
R			\$76,757	\$83,476	\$87,391
S			\$78,676	\$85,564	\$89,576
T			\$80,644	\$87,702	\$91,816
U			\$82,659	\$89,894	\$94,112
V			\$84,726	\$92,142	\$96,464
W			\$86,845	\$94,446	\$98,876
Х			\$89,015	\$96,807	\$101,347

The steps on the schedule do not represent years of teaching experience.

If the District determines to offer experience credit to a newly-hired teacher, it will not pay more than the salary paid to an existing Gavin teacher with equivalent experience and educational attainment.

Teachers "off schedule" shall receive an increase of \$2,700

APPENDIX C

Clubs and sports (stipends) help enrich the lives of the students at Gavin District 37. All stipend proposals will be reviewed by a Stipend Committee consisting of the Superintendent, Principal(s) from each building, Business Manager, Athletic Director, and 2 representatives from the GEA Executive Board. Every coach and club sponsor MUST fill out a new proposal form every year.

Coaching stipend proposals for the subsequent school year must be submitted to the Business Manager by May 5th. These stipend proposals will be returned with approval, modified approval, or rationale for non-approval by May 15th of each school year.

Any open coaching positions will be posted for all employees on the first day of teacher attendance. If, by the third day of teacher attendance, no employee wants to coach a sport, the position will be posted externally.

Club Sponsor stipend proposals must be submitted by the end of the second institute day of the school year. These stipend proposals will be returned with approval or rationale for non-approval by the Stipend Committee by the third day of student attendance.

Stipends will be reviewed based on the following criteria:

Sports –

Gavin will offer all sports consistent with our athletic conference(s). Other sports will be considered based on proposals submitted. A current coach may retain their position until the coach is no longer interested in the position or demonstrated unsatisfactory performance in the position, as determined by the Athletic Director and a building principal. The Athletic Director and a building principal will determine the best candidate for an open coaching position.

Clubs-

The stipend committee will attempt to maximize the number of student opportunities to participate in clubs. Each approved club must have regular student participation of at least 5 students, and student sign-in sheets are required for all club meetings. A current sponsor may retain sponsorship of a club until they fail to submit a request form or their club's attendance drops below an acceptable level.

Extra District Stipends-

The following items are also available on an as-needed basis. Any employee interested should submit their interest through the online Extra District Sport Stipend form or the Club Stipend Proposal Form. Tournaments will be paid in accordance with conference guidelines.

Extra District Sport Stipends (online form):

Timekeeper - \$25 per hour

Scorekeeper - \$25 per hour

Linesman (Soccer) - \$25 per hour

Game Supervision - \$25 per hour

After School Supervision - \$25 per hour

Coach - \$2,800 per season

Athletic Director - \$4,000 per year. Required game attendance will be paid at the above hourly rates.

Weekend tournaments/meets - \$25 per hour not to exceed \$150 for the day.

The Administration will inform staff of the expected start and end times for the particular event.

Club Stipend Proposal Form (see form below): All approved club stipends - \$37 per hour

Other Stipends:

Mentor Teacher: \$1,500 per year (Appointed by administration – no form needed)

District before or after school committees will be paid \$30 per hour.

Club Stipend Proposal

Sponsor Name		
Club Name		
Grade Level(s) Included		
	lub Information	
Proposed Day(s) for meeting (Circle)	M T W Th F	
Proposed length of each meeting	A.	
(written in hours. Ex5, 1, 1.5, etc)		
Proposed number of times to meet during school year	В.	
Proposed location of meetings		
Hourly Rate		
(You do not get paid for the prep work for your club.)	C. \$37/hour	
Total stipend payment request		
(A. x B. x C.)		
Be sure to attach the description form to this page	e. The proposal will not be considered without the	description.
Signature of Teacher		
Signature of Building Principal		
Signature of Approval by Committee		
Signature of Non-Approval by Committee		

(Rationale for Non-Approval will be explained on the back of this form)

Sponsor Name	
Club Name	
Grade Level(s) Included	
Why does Gavin need the Club?	
What are your objectives for this Club?	
I understand that if I do not submit student sign-in pages or proper documentation for my t for this club.	ime I will not be paid
Signature of sponsor_	_

APPENDIX D

Sick Leave Bank Rules and Regulations

Introduction:

The following are rules and regulations developed by the Association for the purpose of implementing the District's Sick Leave Bank. These rules and regulations are to be read in conjunction with Section 9.5 of the collective bargaining Agreement.

Membership:

A. Membership:

- 1. Teachers shall be permitted to participate in the Bank, provided written notice of intent to participate is given to the Association President (with copy to the Superintendent) no later than October 31st. Once enrolled, participation is continuous, not requiring annual renewal.
- 2. Teachers employed after October 30th of any year, shall be permitted to participate in the Bank provided such notice is given within thirty (30) calendar days of the first day of employment.

B. Donation of Days:

- 1. Upon enrollment, teachers shall donate one (1) sick day to the Sick Leave Bank.
- 2. Number of Allowable Sick Leave Bank Days. When the teacher meets the conditions set forth in Section 9.5, (s)he shall receive the following benefits from the Sick Leave Bank:
 - a. Those teachers under Section 9.5 shall receive the number of days necessary to qualify for disability benefits.
 - b. Those teachers who qualify under Section 9.5 shall receive up to a maximum of fifty (50) leave days.
- 3. Replenishing the Sick Leave Bank. If the Sick Leave Bank is depleted to one hundred (100) days or fewer, every teacher shall be assessed one (1) additional day.
- 4. Association Notification. The Employer shall certify to the Association President the number of unencumbered days in the Bank on or before September 1 of each year. The Association President shall also be notified of any days withdrawn from the Bank.
- 5. Nothing in this policy shall be construed to obligate the Board to loan sick leave days to the Bank for any reason(s) whatsoever.
- 6. The Association President shall provide the Superintendent with an accounting of days donated each semester, by whom the days were donated, and the number of days existing in the Bank and a current copy of the donation list provided for in Paragraph B.4 above

Retiring teachers may make an additional donation of days to the sick leave bank pursuant to the following conditions:

- 1. They must have completed at least ten (10) consecutive years of full time service in District 37 at the time of the retirement.
- 2. They must donate the days at the time of retirement.
- 3. The donation is limited to no more than three (3) days.
- 4. The donation must in writing and be irrevocable.

C. <u>Termination</u>:

The Association retains the right to terminate the Bank. In the event the Bank is terminated, the total number of days remaining in the Bank shall be divided by the number of teachers participating at the time of termination. Days will be distributed to each such teacher pro-rata based on the number of days each teacher had donated and shall be credited to the accumulated personal sick leave days of each such teacher.

D. Eligibility

A teacher is eligible to access the Bank upon the submission of a doctor's written certification of prolonged personal illness or disability, or that of an immediate family member, and exhaustion of the teacher's sick leave.

E. Use of Sick Leave Bank

- 1. Any sick leave bank member who believes he or she has satisfied the eligibility requirements shall submit a written application including a doctor's medical certification to the Association President for withdrawal of days from the Sick Leave Bank. The Association President shall determine, if indeed, a current member of the Sick Leave Bank is in good standing and has satisfied the eligibility requirements.
- 2. The maximum of days that a teacher may draw from the Bank shall be fifty (50) days for any one illness.
- 3. A teacher shall not be able to utilize days from the bank until after his/her own accumulated sick leave and personal leave days have been exhausted. The teacher or Association designee must request use of the Sick Leave Bank by notifying the Superintendent in writing. Should a single extended illness exceed ten (10) workdays, the deduction shall not apply. If a teacher has utilized the sick Leave Bank for a particular illness and has a relapse from the same illness, as certified by a physician within a period of twenty (20) calendar days following the conclusion of the first period of absence, any continued absence of five (5) consecutive workdays shall be considered a continuation of the same extended illness.

F. Voluntary Leaving of the Sick Leave Bank

Any teacher who has enrolled in the sick leave bank may leave the sick leave bank at the end of any school year. This request must be in writing to the Association. Once the teacher leaves, the teacher will not be allowed back into the sick leave bank for any reason. Any days contributed by a teacher to the sick leave bank will not be returned to the teacher.

APPENDIX E

Gavin SD 37 Teacher Evaluation Plan

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Category Assignments

All certified professional positions are assigned to a category for the determining the use of appropriate evaluation rubric.

Assignments are as follows:

<u>Teacher Rubrics:</u> PK-2 Teachers 3-8 Teachers

<u>Instructional Specialist Rubrics:</u> <u>Instructional Coaches</u>

Teacher Specialist Rubric:
Speech Language Pathologists
School Social Workers
School Psychologists
Reading Specialists

Gavin School District #37 Non-negotiable for all certified staff

- Goal setting, observation, and summative documents will be consistent across the district.
- All contractual deadlines and processes must be followed.
- The evaluation process must be approved by the state and include four-rating system.
- Administration assigns the evaluators. A teacher can always ask for additional administrative evaluator, but it is the administrator's determination.
- A teacher may request an additional observation be completed.
- Evidence may be collected for Domains 1 and 4 on paper or electronically. This evidence may be shared by the teacher or upon the request of the administrator based on the discussions held during the evaluation process.

If the administrator has to leave due to unforeseen circumstances, the evaluator and the teacher will have a follow-up conversation to mutually decide upon one of the following options to ensure a complete observation has occurred:

- an opportunity for another new observation;
- an opportunity to keep the first part of the evaluation and finish the remaining time of the original observation; or
- an opportunity to accept what was observed as the full observation.
- If a mutual agreement cannot be reached, an additional observation process needs to be scheduled.

Tenure Evaluation Process

Non-negotiable

- All tenured staff who receive a rating of either "excellent" or "proficient" must receive at least one (1) formal observation and a summative evaluation rating at least once in the course of the three (3) school years after receipt of the rating*.
- All tenured staff who receive either an "excellent" or "proficient" rating shall not be observed in the first school year following receipt of the rating.
- All tenured staff who receive either an "excellent" or "proficient" rating shall be informally observed at least once in the second school year following receipt of the rating.
- All tenured staff who receive either a rating of "needs improvement" or "unsatisfactory" must be evaluated at least once in the school year following receipt of the rating.
- All on-cycle evaluatees will receive a summative document with a rating.
- I. <u>On-cycle</u> This process includes a combination of goal setting, formal observations, and informal observations.
 - A. <u>Informal Observation</u> Must include an observation of at least 15 minutes and sharing all or part of the *Written Observation Report*. A post-observation conference will be held. Observations from the informal observation will be added to the formal observation. Informal observations can be specific to a component or more general.
 - **B.** <u>Formal Observation</u> A minimum of one formal observation will be completed and must include the *Written Observation Report*. The contractual agreements will be followed.
 - A minimum of 30 minutes that could be one lesson or span of several lessons for a total of 30 consecutive minutes
 - A post-conference and a pre-conference
 - Discussion of notes from observation within five (5) school days of observation, final written presented within 10 school days.
 - Consistent document used throughout the district (see summative evaluation system)
 - Tenured staff who receive either a rating of "needs improvement" or "unsatisfactory" must be formally observed at least two (2) times in the year following receipt of the rating.
 - C. <u>Summative Evaluation</u> A summative evaluation must be completed, shared, and signed. This document includes a rating. See attached Summative Evaluation Rubric for point ranges.

^{*}Administration retains the right to evaluate more often, using any approved process and at

any level of frequency.

Non-Tenure Evaluation Process

Evaluators will use the <u>Teacher Specialist Summative Evaluation form</u> for the following specialized non-tenured teachers: Special Education, Social Work, Early Childhood, English Language Learners, Response to Intervention, Speech and Language Pathologists, and Certified School Nurses. All other non-tenured teachers will be evaluated using the <u>Teacher Summative Evaluation form</u>.

Non-negotiable

- All non-tenured staff must be evaluated and rated every year until tenured*.
- All non-tenured evaluatees will receive a summative document with a rating.

This process includes a minimum of two formal and one informal observation.*

- A. <u>Informal Observation</u> Must include an observation of at least 15 minutes and sharing all or part of the *Written Observation Report*. A post-observation conference will be held. Observations from the informal observation will be added to the formal observation. Informal observations can be specific to a component or more general.
- **B.** <u>Formal Observation</u> A minimum of two (2) formal observation will be done and must include the *Written Observation Report*. The contractual agreements will be followed.
 - A minimum of 30 minutes that could be one lesson or span of several lessons for a total of 30 consecutive minutes
 - A post-conference and a pre-conference
 - Discussion of notes from observation within five (5) school days of observation, final written presented within 10 school days.
 - Consistent document used throughout the district (see summative evaluation system)
- C. <u>Summative Evaluation</u> A summative evaluation must be completed, shared, and signed. This document includes a rating. See attached Summative Evaluation Rubric for point ranges.

^{*}Administration retains the right to evaluate every year, using any approved process and at any level of frequency.

Timelines

Observation Deadlines (Non-Tenure)

Observation Deadlines (Tenure, On-Cycle)

April 15th......At least one Formal and Informal Observation

Student Growth Component Deadlines (IF NEEDED)

August/September.....Initial testing

February 15th......Submit Mid-Year Data
May 1st.....Submit End-of-Year Data

10 Days Prior to the Last Day of School......Summative Evaluation Meeting

RATING SCALE - Definitions

Each teacher shall be given a state-mandated rating of "Excellent", "Proficient", "Needs Improvement", or "Unsatisfactory". The definition of these terms is as follows:

Excellent

The professional educator is a master teacher and makes a contribution to the field both in and outside of their school. Their classrooms operate at a qualitatively different level from those of other teachers. Certified staff members performing at this level are exemplary and are leaders.

Proficient

A successful professional educator who clearly understands the concepts underlying the component and implements it well is overall proficient. Teachers at this level thoroughly know their content, know their students, know the curriculum and have a broad repertoire of strategies and activities to use with students. Certified staff members performing at this level have mastered the work of teaching while continuing to develop/refine their professional skills.

Needs Improvement

Refers to the educator who appears to understand the concepts underlying the evaluation components and attempts to implement its elements; however, implementation is sporadic, intermittent, or otherwise not entirely successful. If a tenured certified staff member is rated in this category, the evaluator, in consultation with the teacher, shall develop a professional development plan directed to the areas that need improvement and any supports the district will provide to address the identified areas as needing improvement.

<u>Unsatisfactory</u>

Unsatisfactory refers to an educator who does not understand the concepts underlying the evaluation components. Performance at this level represents teaching that is below standards and requires successful remediation. A certified staff member performing at this level is doing harm in the classroom. Unless the tenured certified staff member's unsatisfactory performance is deemed irremediable, he/she shall be placed on a remediation plan.

Remediation Plan

Within 30 school days after the completion of a summative evaluation rating a tenured teacher "Unsatisfactory," the District shall commence and develop a Remediation Plan designed to correct the deficiencies noted, provided the deficiencies are deemed remediable. The Remediation Plan shall call for 90 school days of classroom remediation.

Participants in the remediation plan shall include, but not be limited to, the tenured teacher rated "Unsatisfactory", an evaluator and a teaching coach (as defined above) selected by the evaluator of the teacher who was rated unsatisfactory. In the event there are no teachers available in the District who meet the criteria for a teaching coach, the District shall request the name of an individual who meets the criteria from another school district. Further, the Union and the District must mutually agree upon teaching coach selection.

The evaluator shall develop the remediation plan with the participation of the teaching coach, but the final decision as to the evaluation shall be done solely by the evaluator, unless an applicable collective bargaining agreement provides to the contrary. The teaching coach shall provide advice to the teacher rated "Unsatisfactory" on how to improve teaching skills and successfully complete the remediation plan.

The teacher under remediation must be evaluated at least at the mid-point (45 days) and the conclusion of the remediation period (90 days). Each evaluation shall assess the teacher's performance during the time period since the prior evaluation; provided that the last evaluation shall also include an overall evaluation of the teacher's performance during the remediation period. A written copy of the evaluations and ratings, in which any deficiencies in performance and recommendations for correction are identified, shall be provided to and discussed with the teacher within 10 school days after the date of the evaluation.

The Board shall not lose jurisdiction to dismiss a teacher in the event the evaluation is not issued within 10 days after the conclusion of the remediation period. Evaluations at the conclusion of the remediation process shall be separate and distinct from the required evaluations of teachers and shall not be subject to the guidelines and procedures relating to those annual evaluations. The evaluator may, but is not required to use the forms provided for the annual evaluation of teacher's in this Certified Teacher Evaluation System.

If the teacher completes the remediation plan with a rating equal to or better than "Proficient," then, in the following school year, he or she shall be evaluated at least once in the school year following the receipt of the "Unsatisfactory" rating.

If the teacher fails to complete the remediation plan with a rating equal to or better than "Proficient," then he or she shall be dismissed in accordance with Section 24-12 of the *School Code*. In the event of a dismissal, both the District and the teacher who was under remediation are precluded from compelling the testimony of the teaching coach at the dismissal hearing, either as to the rating process or for opinions of the performances of the teacher who was under remediation.

Failure to strictly comply with the time requirements set forth under this Section, or in the *School Code*, shall not invalidate the results of the remediation plan. Additionally, nothing shall prevent the Board from immediately dismissing a teacher for deficiencies which are deemed irremediable or for actions which are injurious to or endanger the health or person of students in the classroom or in the school.

The qualified teaching coach shall: be an educational employee as defined in the Illinois Education Labor Relations Act; have received a rating of "Excellent" on his/her most recent evaluation; have a minimum of five years experience in teaching; and have reasonable familiarity with assignment of the teacher being evaluated.

If for any reason the teaching coach is unable to function in that position, the Superintendent or designee shall promptly select a substitute teaching coach in the same manner as the initial teaching coach was selected. The Remediation Plan shall continue in full force and effect except that it shall be amended by the substitution of the new consulting staff member.

The teaching coach shall participate in the development of the Remediation Plan, but the final decision as to the structure and content of the plan as well as the evaluations shall be made by the appropriate administrator.

The teaching coach shall advise the teacher under remediation as to how to improve his/her skills and successfully complete the Remediation Plan. The teaching coach shall be informed of the results of the mid-point evaluation in order to continue to provide assistance to the teacher under a remediation plan.

A substitute teacher shall be provided for the consulting teacher in order to perform his or her teaching duties, and the consulting teacher shall have no loss of pay or stipends because of this duty.

Compensation for any additional time (beyond the regular school day) for this teaching coach assignment shall be paid at the hourly stipend rate as defined in the collective bargaining agreement.

In the event a tenured certified staff member is honorably dismissed prior to the completion of the Remediation Plan, or prior to or during the next evaluation cycle, the District shall be under no obligation to continue with any procedures outlined hereunder.

If a teacher in a contractual continued service successfully completes a remediation plan following a rating of "Unsatisfactory" and receives a subsequent rating of "Unsatisfactory" in any of the teacher's annual or biannual overall performance evaluation ratings during the 36-month period following the teacher's completion of the remediation plan, then the school district may forego remediation and seek dismissal in accordance with the subsection (d) of Section 21-12 or Section 34-84 of *Illinois School Code* 105 5/24A-5.

Teacher Evaluation Plan Pre-Observation Conversation

Teacher: Subject: Grade Level(s): Dates:

Observer:

Conversation Components		Observable Components	
Domain 1 Planning and Preparation	Domain 4 Professional Responsibilities	Domain 2 Classroom Environment	Domain 3 Instruction
Ia- Demonstrating Knowledge of Content and Pedagogy Ib- Demonstrate Knowledge of Students Ic – Setting Instructional Outcomes Id-Demonstrating Knowledge of Resources Ie-Designing Coherent Instruction If-Designing Student Assessments	4a-Reflection on Teaching 4bMaintaining Accurate Records 4c-Communcating with Families 4d-Participating in a Professional Community 4e-Growing and Developing Professionally 4f-Showing Professionalism	2a-Creating an Environment of Respect and Rapport 2b-Establishing a Culture for Learning 2c-Managing Classroom Procedures 2d-Mangaging Student Behavior 2e-Organizing Physical Space	3a-Communicating with Students 3b-Using Questioning and Discussion Techniques 3c-Engaging Students in Learning 3d-Using Assessment in Instruction 3e-Demonstrating Flexibility and Responsiveness

Demonstrating Knowledge of Students (1b)

• Briefly describe your students, including those with special needs. How do you plan to teach to each student's level of understanding?

Demonstrating Knowledge of Resources (1b)

• When preparing this lesson, what resources did you use? (materials, collaboration, etc)

Designing Coherent Instruction (1e)

• How does this learning "fit" into the sequence for this class? (ex. Introducing the topic, mastering, etc)

Assessment (Domain 1 and 3)

• How will you know whether the students have learned what you intend? (formal and/or informal)

Student Learning (Domains 2 and 3)

• How will you engage students in the learning? Is objective clear to students? What will you do? What will the students be doing? Will the students work in groups/individually/large group? Bring any materials to the pre-observation conversation.

List any particular teaching behavior(s) or classroom management techniques you would like the evaluator to focus on during this observation.

Gavin School District #37 Teacher Appraisal System Post-Conference Summary

Teacher: Click here to enter text. Grade Level(s): Click here to enter text.. **Evaluator**: Click here to enter text.

School: Choose an item. Subject(s): Click here to enter text. Date: Click here to enter a date.

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

1c Setting Instructional **Outcomes**

- · Value, sequence, and alignment
- Clarity
- Balance
- Suitability for diverse learners

The outcomes represent low expectations for students and lack of rigor, and not all of these outcomes reflect important learning in the discipline. They are stated as student activities, rather than as outcomes for learning. Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.

Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but the teacher has made no effort at coordination or integration. Outcomes based on global assessments of student learning, are suitable for most of the students in the

Most outcomes represent rigorous and important learning in the discipline and are clear, are written in the form of student learning, and suggest viable methods of assessment. **Outcomes reflect** several different types of learning and opportunities for coordination, and they are differentiated, in whatever way is needed, for different groups of students.

All outcomes represent high-level learning in the discipline. They are clear, are written in the form of student learning, and permit viable methods of assessment. Outcomes reflect several different types of learning and, where appropriate, represent both coordination and integration. Outcomes are differentiated, in whatever way is needed. for individual students.

1d **Demonstrating** Knowledge of Resources

- · Resources for classroom use
- Resources to extend content knowledge and pedagogy
- Resources for students

The teacher is unaware of resources to assist student learning beyond materials provided by the school or district. nor is the teacher aware of resources for expanding one's own professional skill.

The teacher displays some awareness of resources beyond those provided by the school or district for classroom use and for extending one's professional skill but does not seek to expand this knowledge.

class.

The teacher displays awareness of resources beyond those provided by the school or district, including those on the Internet, for classroom use and for extending one's professional skill, and seeks out such resources.

The teacher's knowledge of resources for classroom use and for extending one's professional skill is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet. The sequence of

1e **Designing Coherent** Instruction

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

Learning activities are poorly aligned with the instructional outcomes, do not follow an organized progression, are not designed to engage students in active intellectual activity. and have unrealistic time allocations. Instructional groups are not suitable to the activities and offer no variety.

Some of the learning activities and materials are aligned with the instructional outcomes and represent moderate cognitive challenge, but with no differentiation for different students. Instructional groups partially support the activities, with some variety. The lesson or unit has a recognizable structure: but the progression of activities is uneven. with only some reasonable time allocations.

Most of the learning activities are aligned with the instructional outcomes and follow an organized progression suitable to groups of students. The learning activities have reasonable time allocations: they represent significant cognitive challenge, with some differentiation for different groups of students and varied use of instructional groups.

learning activities follows a coherent sequence, is aligned to instructional goals, and is designed to engage students in high-level cognitive activity. These are appropriately differentiated for individual learners. Instructional groups are varied appropriately, with some opportunity for student choice.

information.

1f Designing Student Assessments

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

Assessment
procedures are not
congruent with
instructional
outcomes and lack
criteria by which
student performance
will be assessed. The
teacher has no plan to
incorporate formative
assessment in the
lesson or unit.

Assessment procedures are partially congruent with instructional outcomes. Assessment criteria and standards have been developed, but they are not clear. The teacher's approach to using formative assessment is rudimentary. including only some of the instructional outcomes.

Domain 1 Documentation

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Domain 1 Strengths

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Domain 1 Areas of Growth

Click here to enter text.

Domain 1: Planning	and Prep	paration Rating	ı: 🗌 U	\square NI	\square_{P}	

Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 1 to determine its final rating.

Final Rating Point Totals-

Excellent = 21-24

Proficient = 16-20

Needs Improvement = 13-15

Unsatisfactory = 6-12

Domain 2: The Classroom Environment

Domain 2: The Class	room Environment			
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
2a Creating an Environment of Respect and Rapport Teacher interaction with students Student interactions	Patterns of classroom interactions, both between teacher and students and among students, are mostly negative, inappropriate, or insensitive to	Patterns of Classroom interactions, both between teacher and students and among students, are generally appropriate but may	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the	Classroom interactions between teachers and students and among students are highly respectful, reflecting genuine warmth, caring, and
with other students	students' ages, cultural backgrounds, and developmental levels. Student interactions are characterized by sarcasm, put-downs, or conflict. The teacher does not deal with disrespectful behavior.	reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. The teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.	ages, cultures, and developmental levels of the students. Interactions among students are generally polite and respectful, and students exhibit respect for the teacher. The teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite, respectful, and business-like, though students may be somewhat cautious about taking intellectual risks.	sensitivity to students as individuals. Students exhibit respect for the teacher and contribute to high levels of civility among all members of the class. The net result is an environment where all students feel valued and are comfortable taking intellectual risks.
2b Establishing a Culture for Learning • Importance of the content • Expectations for learning and achievement • Student pride in work	The classroom culture is characterized by a lack of teacher or student commitment to learning, and/or little or no investment of student energy in the task at hand. Hard work and the precise use of language are not expected or valued. Medium to low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.	The classroom culture is characterized by little commitment to learning by the teacher or students. The teacher appears to be only "going through the motions" and students indicate that they are interested in the completion of a task rather than the quality of the work. The teacher conveys that student success is the result of natural ability rather than hard work, and refers only in passing to the precise use of language. High	The classroom culture is a place where learning is valued by all; high expectations for both learning and hard work are the norm for most students. Students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning hard work, and the precise use of language.	The classroom culture is a cognitively busy place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning for all students and insists on hard work; students assume responsibility for high quality by initiating improvements, making revisions, adding detail and or assisting peers in their precise use of language.

Unsatisfactory = 1 point

Add up the point total for Domain 2 to determine its final rating.

Final Rating Point Totals-

Excellent = 18-20

Proficient = 13-17

Needs Improvement = 8-12

Unsatisfactory = 5-7

Domain 3: Instruction				
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
3a	The instructional	The teacher's	The instructional	The teacher links the
Communicating	purpose of the lesson	attempt to explain	purpose of the	instructional purpose
with Students	is unclear to students,	the instructional	lesson is clearly	of the lesson to the
	and the directions	purpose has only	communicated to	larger curriculum; the
Expectations for	and procedures are	limited success,	students, including	directions and
learning	confusing. The	and/or directions	where it is situated	procedures are clear
Directions and procedures	teacher's explanation	and procedures	within broader	and anticipate
Explanations of	of the content	must be clarified	learning; directions	possible student
content	contains major errors	after initial student	and procedures are	misunderstanding.
Use of oral and written	and does not include	confusion. The	explained clearly	The teacher's
language	any explanation of	teacher's	and may be	explanation of content
	strategies students	explanation of the	modeled. The	is thorough and clear,
	might use. The	content may	teacher's	developing
	teacher's spoken or	contain minor	explanation of	conceptual
	written language	errors; some	content is	understanding
	contains errors of	portions are clear,	scaffolded, clear,	through clear
	grammar or syntax.	others difficult to	and accurate and	scaffolding and
	The teacher's	follow. The	connects with	connecting with
	academic vocabulary	teacher's	students'	students' interests.
	is inappropriate,	explanation does	knowledge and	Students contribute to
	vague, or used	not invite students	experience. During	extending the content
	incorrectly, leaving	to engage	the explanation of	by explaining
	students confused.	intellectually or to	content, the	concepts to their
		understand	teacher focuses, as	classmates and
		strategies they	appropriate, on	suggesting strategies
		might use when	strategies students	that might be used.
		working	can use when	The teacher's spoken
		independently. The	working	and written language
		teacher's spoken	independently and	is expressive, and the
		language is correct	invites student	teacher finds
		but uses	intellectual	opportunities to
		vocabulary that is	engagement. The	extend students'
		either limited or not	teacher's spoken	vocabularies, both
		fully appropriate to	and written	within the discipline
		the student's ages	language is clear	and for more general
		or backgrounds.	and correct and is	use. Students
		The teacher rarely	suitable to	contribute to the
		takes opportunities	students' ages and	correct use of
		to explain	interests. The	academic vocabulary.
		academic	teacher's use of	academic vocabulary.
		vocabulary.	academic	
		vocabulal y.	vocabulary is	
			precise and serves	
			to extend student	
			understanding.	
3b	The teacher's	The teacher's	While the teacher	The teacher uses a
Using Questioning	questions are of low	questions lead	may use some	variety of series of
and Discussion	cognitive challenge,	students through a	low-level question,	questions or prompts
Techniques	with single correct	single path of	he poses	to challenge students
Toominques	responses, and are	inquiry, with	questions	cognitively, advance
Quality of questions	asked in rapid	answers seemingly	designed to	high-level thinking
Discussion techniques	succession.	determined in	promote student	and discourse, and
Student participation	Interaction between	advance.	thinking and	promote
	the teacher and	Alternatively, the	understanding. The	metacognition.
	students is	teacher attempts to	teacher creates a	Students formulate
	predominantly	ask some	genuine	many questions,
	recitation style, with	questions	discussion among	initiate topics,
	the teacher mediating	designed to	students, providing	challenge on
	Life teacher mediating	นธราฐการนาเบ	j students, providing	Chanenge On

	all questions and answers; the teacher accepts all contributions without asking students to explain their reasoning. Only a few students participate in the discussion.	engage students in thinking, but only a few students are involved. The teacher attempts to engage all students in the discussion, to encourage them to respond to one another, and to explain their thinking, with uneven results.	adequate time for students to respond and stepping aside when doing so is appropriate. The teacher challenges students to justify their thinking and successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.	another's thinking, and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion.
Sc Engaging Students in Learning • Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing	The learning tasks/activities, materials, and resources are poorly aligned with the instructional outcomes, or require only rote responses, with only one approach possible. The groupings of students are unsuitable to the activities. The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed.	The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students and little opportunities for them to explain their thinking, allowing most students to be passive or merely compliant. The groupings of students are moderately suitable to the activities. The lesson has a recognizable structure; however, the pacing of the lesson may not provide students the time needed to be intellectually engaged or may be so slow that many students have a considerable amount of "downtime."	The learning tasks and activities are fully aligned with the instructional outcomes and are designed to challenge student thinking, inviting students to make their thinking visible. This technique results in active intellectual engagement by most students with important and challenging content and with teacher scaffolding to support that engagement. The groupings of students are suitable to all the activities. The lesson is appropriate, providing most students the time needed to be intellectually engaged.	Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and activities that require complex thinking by students. The teacher provides suitable scaffolding and challenges students to explain their thinking. There is evidence of some student initiation of inquiry and student contributions to the exploration of important content; students may serve as resources for one another. The lesson has a clearly defined structure, and the pacing of the lesson provides students the time needed not only to intellectually engage with and reflect upon their learning but also to consolidate their understanding.
3d Using Assessment in Instruction	Students to not appear to be aware of the assessment	Students appear to be only partially aware of the	Students appear to be aware of the assessment	Assessment is fully integrated into instruction, through
Assessment criteria Monitoring of student learning Feedback to students	criteria, and there is little or no monitoring of student learning; feedback is absent or of poor quality. Students do not	assessment criteria, and the teacher monitors student learning for the class as a whole. Questions	criteria, and the teacher monitors student learning for groups of students. Questions and	extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed

seeking effective

approaches for students who need help.

Domaiı	1 3 Doo	cumei	ntation
Click	here to	enter	text.

to the lesson and

does so smoothly.

and assessments

are rarely used to

diagnose evidence

of learning.

Feedback to

students in

general, and few

students assess

their own work.

The teacher

accepts

responsibility for

the success of all

students but has

only a limited

repertoire of

strategies to use.

Adjustment of the

lesson in response

to assessment is

minimal or

ineffective.

Domain 3 Strengths

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Domain 3 Areas of Growth Click here to enter text.

Domain3: Instruction: U UNI P E

Each Component is awarded points based on the following scale-

engage in self- or

peer assessment.

The teacher ignores

students' questions;

when students have

difficulty learning, the

teacher blames them

or their home

environment for their

lack of success. The

teacher makes no

attempt to adjust the

lesson even when

students don't

understand the

content.

Excellent = 4 points Proficient = 3 points

Student

self-assessment and

3e

Demonstrating

Flexibility and

Responsiveness

Lesson adjustment

Persistence

Response to students

monitoring of progress

Add up the point total for Domain 3 to determine its final rating.

Final Rating Point Totals-

Excellent = 18-20

Proficient = 13-17

Needs Improvement = 8-12

Unsatisfactory = 5-7

Domain 4: Professional Responsibilities

COMPONENT	UNSATISFACTORY	NEEDS	PROFICIENT	EXCELLENT
JOINI CITEIT		IMPROVEMENT	I IOI IOILIAI	
4a Reflecting on Teaching • Accuracy • Use in future teaching	The teacher does not know whether a lesson was effective or achieved its instructional outcomes, or the teacher profoundly misjudges the success of a lesson. The teacher has no suggestions for how a lesson could be improved.	The teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met. The teacher makes general suggestions about how a lesson could be improved.	The teacher makes an accurate assessment of a lesson' effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment. The teacher makes a few specific suggestions of what could be tried another time and lesson is taught.	The teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each. Drawing in an extensive repertoire of skills, the teacher offers specific alternative actions, complete with the probable success of different courses of action.
4b	The teacher's system	The teacher's system	The teacher's	The teacher's
Maintaining Accurate Records Student completion of assignments Student progress in learning Non-instructional records	for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray. The teacher's records for non-instructional activities are in disarray, the result being errors and confusion.	for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective. The teacher's records for non-instructional activities are adequate but inefficient and, unless given frequent oversight by the teacher, prone to errors.	system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.	system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective. Students contribute information and participate in maintaining the records.
4c Communicating with Families Information about the instructional program Information about individual students Engagement of families in the instructional program	The teacher provides little information about the instructional program to families; the teacher's communication about students' progress is minimal. The teacher does not respond, or responds insensitively, to parent concerns.	The teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Moreover, the communication that does take place	The teacher provides frequent and appropriate information to families about the instructional program and conveys information about individual student progress n a culturally sensitive manner. The teacher makes	The teacher communicates frequently wit families in a culturally sensitive manner, with students contributing to the communication. The teacher responds to family concerns with professional and cultural sensitivity. The

	r			
		may not be culturally sensitive to those families.	some attempts to engage families in the instructional program.	teacher's efforts to engage families in the instructional program are frequent and successful.
4d Participating in a Professional Community • Relationships with colleagues • Involvement in a culture of professional inquiry • Service to the school • Participation in school and district projects • Attendance	The teacher's relationships with colleagues are negative or self-serving. The teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved in school events or school and district projects.	The teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires. The teacher participates in the school's culture of professional inquiry when invited to do so. The teacher participates in school events and school and district projects when specifically asked.	The teacher's relationships with colleagues are characterized by mutual support and cooperation; the teacher actively participates in a culture of professional inquiry. The teacher volunteers to participate in school events and in school and district projects, making substantial contribution.	The teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty. The teacher takes a leadership role in promoting a culture of professional inquiry. The teacher volunteers to participate in school events and district projects, making a substantial contribution and assuming a leadership role in at least one aspect of school or district like.
4e Growing and Developing Professionally • Enhancement of content knowledge and pedagogical skill • Receptivity of feedback from colleagues • Service to the profession	The teacher engages in no professional development activities to enhance knowledge or skill. The teacher resists feedback on teaching performance from either supervisors or more experienced colleagues. The teacher makes no effort to share knowledge with others or to assume professional responsibilities.	The teacher participates to a limited extent in professional activities when they are convenient. The teacher engages in a limited way with colleagues and supervisors in professional conversation about practice, including some feedback on teaching performance. The teacher finds limited ways to assist other teachers and contribute to the profession.	The teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill. The teacher actively engages with colleagues and supervisors in professional conversation about practice, including feedback about practice. The teacher participates actively in assisting other educators and looks for ways to contribute to the profession.	The teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research. The teacher solicits feedback on practice from both supervisors and colleagues. The teacher initiates important activities to contribute to the profession.
4f Showing Professionalism	The teacher displays dishonestly in interactions with colleagues, students,	The teacher is honest in interactions with colleagues, students, and the public. The	The teacher displays high standards of honesty, integrity,	The teacher can be counted on to hold the highest standards of

 Integrity and ethical and the public. The teacher's attempts to and confidentiality honesty, integrity, conduct teacher is not alert to serve students and in interactions with and confidentiality · Service to students students' needs and and takes a inconsistent, and colleagues. Advocacy • Decision making contributes to school unknowingly student, and the leadership role with Compliance with practices that result in contribute to some public. The teacher colleagues. The school and district some students being students being ill is active in serving teacher is highly regulations ill served by the served by the school. students, working proactive in serving school. The teacher The teacher's to ensure that all students, seeking makes decisions and decisions and students receive a out resources when recommendations that recommendations fair opportunity to needed. The teacher are based on limited succeed. The makes a concerted are based on self-serving interests. thorough genuinely teacher maintains effort to challenge The teacher does not professional an open mind in negative attitudes comply with school considerations. The or practices to team or and district teacher must be departmental ensure that all regulations. reminded by decision making. students. particularly those supervisors about The teacher complying with complies fully with traditionally school and district school and district underserved, are regulations. regulations. honored in the school. The teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards. The teacher complies fully with school and district regulations, taking a leadership role with colleagues. **Domain 4 Documentation** Click here to enter text. **Domain 4 Strengths** Click here to enter text.

Domain 4: Professional Responsibilities: U U NI P E

Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 4 to determine its final rating.

Final Rating Point Totals-

Domain 4 Areas of Growth Click here to enter text.

Excellent = 21-24

Proficient = 16-20

Needs Improvement = 13-15

Unsatisfactory = 6-12

Gavin School District #37 Teacher Appraisal System Post-Conference Summary

Teacher: Click here to enter text. Grade Level(s): Click here to enter text.

Evaluator: Click here to enter text.

School: Choose an item.

Subject(s): Click here to enter text. Date: Click here to enter a date.

Domain 1: Planning a	Domain 1: Planning and Preparation					
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT		
1a Demonstrating Knowledge of Content and Pedagogy Knowledge of content and the structure of the discipline Knowledge of prerequisite relationships Knowledge of content-related pedagogy	The teacher's plans and practice display little knowledge of the content, prerequisite relationships between different aspects of the content, or the instructional practices specific to that discipline.	The teacher's plans and practice reflect some awareness of the important concepts in the discipline, prerequisite relationships between them, and instructional practices specific to that discipline.	The teacher's plans and practice reflect solid knowledge of the content, prerequisite relationships between important concepts, and the instructional practices specific to that discipline.	The teacher's plans and practice reflect extensive knowledge of the content and the structure of the discipline. The teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.		
1b Demonstrating Knowledge of Students • Knowledge of child and adolescent development • Knowledge of learning process • Knowledge of students' skills, knowledge, and language proficiency • Knowledge of students' interests and cultural heritage • Knowledge of students' special needs	The teacher demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	The teacher indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.		
1c Setting Instructional Outcomes • Value, sequence, and alignment • Clarity • Balance • Suitability for diverse learners	Instructional outcomes are unsuitable for students, represent trivial or low-level learning, or are stated only as activities. They do not permit viable methods of assessment.	Instructional outcomes are of moderate rigor and are suitable for some students, but consist of a combination of activities and goals, some of which permit viable methods of assessment. They reflect more than one type of learning, but the teacher makes no	Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. They are suitable for most students in the class, represent different types of learning, and can be assessed. The outcomes reflect opportunities for	Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. They represent different types of content, offer opportunities for both coordination and integration, and take account of the needs of individual students.		

attempt at

coordination.

		coordination or			
		integration.			
1d Demonstrating Knowledge of Resources Resources for classroom use Resources to extend content knowledge and pedagogy Resources for students	The teacher demonstrates little or no familiarity with resources to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek such knowledge.	The teacher demonstrates some familiarity with resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek to extend such knowledge.	The teacher is fully aware of the resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them.	The teacher seeks out resources in and beyond the school or district in professional organizations, on the Internet, and in the community to enhance own knowledge, to use in teaching, and for students who need them.	
1e Designing Coherent Instruction • Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure	The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The experiences are suitable for only some students.	The series of learning experiences demonstrates partial alignment with instructional outcomes, some of which are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.	The teacher coordinates knowledge of content, students, and resources to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The lesson or unit has a clear structure and is likely to engage students in significant learning.	The teacher coordinates knowledge of content, students, and resources to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable for all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs.	
1f Designing Student Assessments Congruence with instructional outcomes Criteria and standards Design of formative assessments Use for planning	The teacher's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the instructional outcomes, or is inappropriate for many students. The results of assessment have minimal impact on the design of future instruction.	The teacher's plan for student assessment is partially aligned with the instructional outcomes, without clear criteria, and inappropriate for at least some students. The teacher intends to use assessment results to plan for future instruction for the class as a whole.	The teacher's plan for student assessment is aligned with the instructional outcomes, uses clear criteria, and is appropriate for the needs of students. The teacher intends to use assessment results to plan for future instruction for groups of students.	The teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies may have been adapted for individuals, and the teacher intends to use assessment results to plan future instruction for individual students.	
Domain 1 Documentation					
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		omain 1 Strengths			
		lick here to enter text			
Domain 1 Areas of Growth					

Click here to enter text.
Domain 1: Planning and Preparation Rating: ☐U ☐NI ☐P ☐E
Each Component is awarded points based on the following scale-
Excellent = 4 points Proficient = 3 points Needs Improvement = 2 points Unsatisfactory = 1 point
Add up the point total for Domain 1 to determine its final rating.
Final Rating Point Totals-
Excellent = 21-24

Proficient = 16-20

Unsatisfactory = 6-12

Needs Improvement = 13-15

Domain 2: The Classroom Environment

Domain 2: The Classr	coom Environment			
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
2a Creating an Environment of Respect and Rapport Teacher interaction with students Student interactions with other students	Classroom interactions, both between the teacher and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds, and characterized by sarcasm, put-downs, or conflict.	Classroom interactions, both between the teacher and students and among students, are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among	Classroom interactions, both between teacher and students and among students, are polite and respectful, reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.	Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among members of the
2b Establishing a Culture for Learning Importance of the content Expectations for learning and achievement Student pride in work	The classroom environment conveys a negative culture for learning, characterized by low teacher commitment to the subject, low expectations for student achievement, and little or no student pride in work.	students. The teacher's attempts to create a culture for learning are partially successful, with little teacher commitment to the subject, modest expectations for student achievement, and little student pride in work. Both teacher and students appear to be only "going through the motions."	The classroom culture is characterized by high expectations for most students and genuine commitment to the subject by both teacher and students, with students demonstrating pride in their work.	class. High levels of student energy and teacher passion for the subject create a culture for learning in which everyone shares a belief in the importance of the subject and all students hold themselves to high standards of performance—for example, by initiating improvements to their work.
2c Managing Classroom Procedures • Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of non-instructional duties • Supervision of volunteers and paraprofessionals	Much instructional time is lost because of inefficient classroom routines and procedures for transitions, handling of supplies, and performance of non-instructional duties.	Some instructional time is lost because classroom routines and procedures for transitions, handling of supplies, and performance of non-instructional duties are only partially effective.	Little instructional time is lost because of classroom routines and procedures for transitions, handling of supplies, and performance of non-instructional duties, which occur smoothly.	Students contribute to the seamless operation of classroom routines and procedures for transitions, handling of supplies, and performance of non-instructional duties.
2d Managing Student Behavior • Expectations • Monitoring of student behavior	There is no evidence that standards of conduct have been established, and little or no teacher monitoring of student behavior. Response to	It appears that the teacher has made an effort to establish standards of conduct for students. The teacher tries, with	Standards of conduct appear to be clear to students, and the teacher monitors student behavior against those	Standards of conduct are clear, with evidence of student participation in setting them. The teacher's

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Domain 2 Areas of Growth

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Domain 2: 1	The	Classroom	Environment:	U	NI	ΙI	Р		Е

Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 2 to determine its final rating.

Final Rating Point Totals-

Excellent = 18-20

Proficient = 13-17

Needs Improvement = 8-12

Unsatisfactory = 5-7

Domain 3: Instruction

Domain 3: Instruction				
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
3a Communicating with Students • Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language	Expectations for learning, directions and procedures, and explanations of content are unclear or confusing to students. The teacher's use of language contains errors or is inappropriate for students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clarified after initial confusion; the teacher's use of language is correct but may not be completely appropriate for students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. Communications are appropriate for students' cultures and levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. The teacher's oral and written communication is clear and expressive, appropriate to students' cultures and levels of development, and anticipates possible student
3b Using Questioning and Discussion Techniques • Quality of questions • Discussion techniques • Student participation	The teacher's questions are low-level or inappropriate, eliciting limited student participation, and recitation rather than discussion.	Some of the teacher's questions elicit a thoughtful response, but most are low-level, posed in rapid succession. The teacher's attempts to engage all students in the discussion are only partially successful.	Most of the teacher's questions elicit a thoughtful response, and the teacher allows sufficient time for students to answer. All students participate in the discussion, with the teacher stepping aside when appropriate.	misconceptions. Questions reflect high expectations and are culturally and developmentally appropriate. Students formulate many of the high-level questions and ensure that all voices are heard.
3c Engaging Students in Learning • Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing	Activities and assignments, materials, and groupings of students are inappropriate for the instructional outcomes or students' cultures or levels of understanding, resulting in little intellectual engagement. The lesson has no structure or is poorly paced.	Activities and assignments, materials, and groupings of students are partially appropriate for the instructional outcomes or students' cultures or levels of understanding, resulting in moderate intellectual engagement. The lesson has a recognizable structure but is not fully maintained.	Activities and assignments, materials, and groupings of students are fully appropriate for the instructional outcomes and students' cultures and levels of understanding. All students are engaged in work of a high level of rigor. The lesson's structure is coherent, with appropriate pace.	Students, throughout the lesson, are highly intellectually engaged in significant learning and make material contributions to the activities, student groupings, and materials. The lesson is adapted as needed to the needs of individuals, and the structure and pacing allow for student reflection and closure.
3d Using Assessment in Instruction • Assessment criteria • Monitoring of student learning	Assessment is not used in instruction, either through monitoring of progress by the teacher or students, or feedback to	Assessment is occasionally used in instruction, through some monitoring of progress of learning by the	Assessment is regularly used in instruction, through self-assessment by students, monitoring of progress of learning by the	Assessment is used in a sophisticated manner in instruction, through student involvement in establishing the assessment criteria,

Feedback to students Student self-assessment and	students. Students are not aware of the	teacher and/or students. Feedback	teacher and/or students, and	self-assessment by students,				
monitoring of progress	assessment criteria	to students is	high-quality	monitoring of				
	used to evaluate their	uneven, and	feedback to	progress by both				
	work.	students are aware	students. Students	students and the				
		of only some of the	are fully aware of the	teacher, and				
		assessment criteria	assessment criteria	high-quality				
		used to evaluate	used to evaluate	feedback to				
		their work.	their work.	students from a				
				variety of sources.				
3e	The teacher adheres	The teacher	The teacher	The teacher seizes				
Demonstrating	to the instruction	attempts to modify	promotes the	an opportunity to				
Flexibility and	plan, even when a	the lesson when	successful learning	enhance learning,				
Responsiveness	change would	needed and to	of all students,	building on a				
	improve the lesson or	respond to student	making adjustments	spontaneous event				
Lesson adjustment	address students'	questions, with	as needed to	or student interests.				
Response to students Persistence	lack of interest. The	moderate success.	instruction plans	The teacher ensures				
reisistence	teacher brushes aside	The teacher	and accommodating	the success of all				
	student questions;	accepts	student questions,	students, using an				
	when students	responsibility for	needs, and interests.	extensive repertoire				
	experience difficulty,	student success		of instructional				
	the teacher blames	but has only a		strategies.				
	the students or their	limited repertoire of		5 g				
	home environment.	strategies to draw						
		upon.						
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Domain3: Instruction: L	_U	NI	□ P		E
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Each Component is awarded points based on the following scale-

Excellent = 4 points **Proficient = 3 points** Needs Improvement = 2 points **Unsatisfactory = 1 point**

Add up the point total for Domain 3 to determine its final rating.

Final Rating Point Totals-

Excellent = 18-20

Proficient = 13-17

Needs Improvement = 8-12

Unsatisfactory = 5-7

Domain 4: Professional Responsibilities

COMPONENT	UNSATISFACTORY	NEEDS	PROFICIENT	EXCELLENT
		IMPROVEMENT		

			meetings.	
4e Growing and Developing Professionally • Enhancement of content knowledge and pedagogical skill • Receptivity of feedback from colleagues • Service to the profession	The teacher does not participate in professional development activities and makes no effort to share knowledge with colleague. The teacher is resistant to feedback from supervisors or colleagues.	The teacher participates in professional development activities that are convenient or are required, and makes limited contributions to the profession. The teacher accepts, with some reluctance, feedback from supervisors and colleagues.	The teacher seeks out opportunities for professional development based on an individual assessment of need and actively shares expertise with others. The teacher welcomes feedback from supervisors and colleagues.	The teacher actively pursues professional development opportunities and initiates activities to contribute to the profession. In addition, the teacher seeks feedback from supervisors and colleagues.
4f Showing Professionalism Integrity and ethical conduct Service to students Advocacy Decision making Compliance with school and district regulations	The teacher has little sense of ethics and professionalism and contributes to practices that are self-serving or harmful to students. The teacher fails to comply with school and district regulations and time lines.	The teacher is honest and well intentioned in serving students and contributing to decisions in the school, but the teacher's attempts to serve students are limited. The teacher complies minimally with school and district regulations, doing just enough to get by.	The teacher displays a high level of ethics and professionalism in dealings with both students and colleagues and complies fully and voluntarily with school and district regulations.	The teacher is proactive and assumes a leadership role in making sure that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school. The teacher displays the highest standards of ethical conduct and takes a leadership role in seeing that colleagues comply with school and district regulations.
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Domain 4: Professional Responsibilities: U UNI P DE	Domain 4: Professional	Responsibilities:		U		NI		P		E
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Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 4 to determine its final rating.

Final Rating Point Totals-

Excellent = 21-24

Proficient = 16-20

Needs Improvement = 13-15

Unsatisfactory = 6-12

Gavin School District #37 Teacher Appraisal System Post-Conference Summary

Teacher: Click here to enter text.

Grade Level(s): Click here to enter text.

Evaluator: Click here to enter text. **Domain 1: Planning and Preparation** School: Choose an item.

Subject(s): Click here to enter text. Date: Click here to enter a date.

COMPONENT	UNSATISFACTORY	NEEDS	PROFICIENT	EXCELLENT
COMPONENT	UNSATISFACTORT	IMPROVEMENT	PROFICIENT	EXCELLENT
1a Demonstrating Knowledge of Content and Pedagogy Knowledge of content and the structure of the discipline Knowledge of prerequisite relationships Knowledge of content-related pedagogy	Instructional coach demonstrates little or no familiarity with specialty area or trends in professional development.	Instructional coach demonstrates basic familiarity with specialty area or trends in professional development.	Instructional coach demonstrates thorough knowledge of specialty area and trends in professional development.	Instructional coach's knowledge of specialty area and trends in professional development is wide and deep; coach is regarded as an expert by colleagues.
1b Demonstrating Knowledge of Students • Knowledge of child and adolescent development • Knowledge of learning process • Knowledge of students' skills, knowledge, and language proficiency • Knowledge of students' interests and cultural heritage • Knowledge of students' special needs	Instructional coach demonstrates little or no knowledge of the school's programs or of teacher skill in delivering that program.	Instructional coach demonstrates basic knowledge of the school's programs or of teacher skill in delivering that program.	Instructional coach demonstrates thorough knowledge of the school's programs or of teacher skill in delivering that program.	Instructional coach is deeply familiar with the school's program and works to shape its future direction and actively seeks information as to teacher skill in the program.
1c Setting Instructional Outcomes • Value, sequence, and alignment • Clarity • Balance • Suitability for diverse learners	Instructional coach has no clear goals for the instructional support program, or they are inappropriate to either the situation or the needs of the staff.	Instructional coach's goals for the instructional support program are rudimentary and are partially suitable to the situation and the needs of the staff.	Instructional coach's goals for the instructional support program are clear and are suitable to the situation and the needs of the staff.	Instructional coach's goals for the instructional support program are highly appropriate to the situation and the needs of the staff. They have been developed following consultations with administrators and colleagues.
1d Demonstrating Knowledge of Resources	Instructional coach demonstrates little or no knowledge of resources available in	Instructional coach demonstrates basic knowledge of resources available	Instructional coach is fully aware of resources available in the school and	Instructional coach actively seeks out new resources from a wide range of

Domain 1: Planning	and Preparatio	n Rating: L	Ju L	NI L	P		E
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Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 1 to determine its final rating.

Final Rating Point Totals-

Excellent = 21-24

Proficient = 16-20

Needs Improvement = 13-15

Unsatisfactory = 6-12

Domain 2: The Classr	oom Environment			
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
2a Creating an Environment of Respect and Rapport Teacher interaction with students Student interactions with other students	Teachers are reluctant to request assistance from the instructional coach, fearing that such a request will be treated as a sign of deficiency.	Relationships with the instructional coach are cordial; teachers don't resist initiatives established by the instructional coach.	Relationships with the instructional coach are respectful, with some contacts initiated by teachers.	Relationships with the instructional coach are highly respectful and trusting, with many contacts initiated by teachers.
2b Establishing a Culture for Learning Importance of the content Expectations for learning and achievement Student pride in work	Instructional coach conveys the sense that the work of improving instruction is externally mandated and is not important to school improvement.	Teachers do not resist the offerings of support from the instructional coach.	Instructional coach promotes a culture of professional inquiry in which teachers seek assistance in improving their instructional skills.	Instructional coach has established a culture of professional inquiry in which teachers initiate projects to be undertaken with the support of the coach.
2c Managing Classroom Procedures • Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of non-instructional duties • Supervision of volunteers and paraprofessionals	When teachers want to access assistance from the instructional coach, they are not sure how to go about it.	Some procedures (for example, registering for workshops) are clear to teachers, whereas others (for example, receiving informal support) are not.	Instructional coach has established clear procedures for teachers to use in gaining access to support.	Procedures for access to instructional support are clear to all teachers and have been developed following consultation with administrators and teachers.
2d Managing Student Behavior • Expectations • Monitoring of student behavior • Response to student misbehavior	No norms of professional conduct have been established; teachers are frequently disrespectful in their interactions with one another.	Instructional coach's efforts to establish norms of professional conduct are partially successful.	Instructional coach has established clear norms of mutual respect for professional interaction.	Instructional coach has established clear norms of mutual respect for professional interaction. Teachers ensure that their colleagues adhere to these standards of conduct.
2e Organizing Physical Space • Safety and accessibility • Arrangements of furniture and use of physical resources	Instructional coach makes poor use of the physical environment, resulting in poor access by some participants, time lost due to poor use of training equipment, or little alignment between the physical	The physical environment does not impede workshop activities.	Instructional coach makes good use of the physical environment, resulting in engagement of all participants in the workshop activities.	Instructional coach makes highly effective use of the physical environment, with teachers contributing to the physical arrangement.

arrangement and the workshop activities.						
Dom	ain 2 Documentatio	n				
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D	omain 2 Strengths					
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Doma	ain 2 Areas of Grow	th				
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Domain 2: The Classroom Environment: \Box U \Box NI \Box P \Box E

Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 2 to determine its final rating.

Final Rating Point Totals-

Excellent = 18-20

Proficient = 13-17

Needs Improvement = 8-12

Unsatisfactory = 5-7

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Domain 3: Instruction				
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
3a Communicating with Students • Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language	Instructional coach declines to collaborate with classroom teachers in the design of instructional lessons and units.	Instructional coach collaborates with classroom teachers in the design of instructional lessons and units when specifically asked to do so.	Instructional coach initiates collaboration with classroom teachers in the design of instructional lessons and units.	Instructional coach initiates collaboration with classroom teachers in the design of instructional lessons and units locating additional resources from sources outside the school.
3b Using Questioning and Discussion Techniques • Quality of questions • Discussion techniques • Student participation	Teachers decline opportunities to engage in professional learning.	Instructional coach's efforts to engage teachers in professional learning are partially successful, with some participating.	All teachers are engaged in acquiring new instructional skills.	Teachers are highly engaged in acquiring new instructional skills and take initiative in suggesting new areas for growth.
3c Engaging Students in Learning • Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing	Instructional coach's model lessons and workshops are of poor quality or are no appropriate to the needs of the teachers being served.	The quality of the instructional coach's model lessons and workshops is mixed, with some of them being appropriate to the needs of the teachers being served.	The quality of the instructional coach's model lessons and workshops is uniformly high and appropriate to the needs of the teachers being served.	The quality of the instructional coach's model lessons and workshops is uniformly high and appropriate to the needs of the teachers being served. The instructional coach conducts extensive follow-up work with teachers.
3d Using Assessment in Instruction • Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring of progress	Instructional coach fails to locate resources for instructional improvement for teachers, even when specifically requested to do so.	Instructional coach's efforts to locate resources for instructional improvement for teachers are partially successful, reflecting incomplete knowledge of what is available.	Instructional coach locates resources for instructional improvement for teachers when asked to do so.	Instructional coach is highly proactive in locating resources for instructional improvement for teachers anticipating their needs.
3e Demonstrating Flexibility and Responsiveness • Lesson adjustment • Response to students • Persistence	Instructional coach adheres to his/her plan, in spite of evidence of its inadequacy.	Instructional coach makes modest changes in the support program when confronted with evidence of the need for change.	Instructional coach makes revisions to the support programs when it is needed.	Instructional coach is continually seeking ways to improve the support program and make changes as needed in response to student, parent, or teacher input.

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Domain 3 Strengths	\dashv
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Domain 3 Areas of Growth	
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Domain3: Instruction: U UNI UP UE	

Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 3 to determine its final rating.

Final Rating Point Totals-

Excellent = 18-20

Proficient = 13-17

Needs Improvement = 8-12

Unsatisfactory = 5-7

Domain 4: Professional Responsibilities

Domain 4: Professiona	<u>al Responsibilities</u>			
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
4a Reflecting on Teaching • Accuracy • Use in future teaching	Instructional coach does not reflect on practice, or the reflections are inaccurate or self-serving.	Instructional coach's reflection is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Instructional coach's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Instructional coach makes some specific suggestions as to how the support program might be improved.	Instructional coach's reflection is highly accurate and perceptive, citing specific examples. Instructional coach draws on an extensive repertoire to suggest alternative strategies, accompanied by a prediction of the likely consequences of each.
4b Maintaining Accurate Records • Student completion of assignments • Student progress in learning • Non-instructional records	Instructional coach does not follow established procedures for preparing budgets and submitting reports. Reports are routinely late.	Instructional coach's efforts to prepare budgets are partially successful, anticipating most expenditures and following established procedures. Reports are sometimes submitted on time.	Instructional coach's budgets are complete, anticipating all expenditures and following established procedures. Reports are always submitted on time.	Instructional coach anticipates and responds to teacher needs when preparing budgets, following established procedures and suggesting improvements to those procedures. Reports are submitted on time.
4c Communicating with Families Information about the instructional program Information about individual students Engagement of families in the instructional program	Instructional coach makes no effort to collaborate with other instructional coaches within the district.	Instructional coach's responds positively to the efforts of other instructional coaches within the district to collaborate.	Instructional coach initiates efforts to collaborate with other instructional coaches within the district.	Instructional coach takes leadership role in coordinating projects with other instructional coaches within and beyond the district.
4d Participating in a Professional Community Relationships with colleagues Involvement in a culture of professional inquiry Service to the school Participation in school and district projects Attendance	Instructional coach's relationships with colleagues are negative or self-serving, and the coach avoids being involved in school and district events and projects.	Instructional coach's relationships with colleagues are cordial, and the coach participates in school and district events and projects when specifically requested.	Instructional coach participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Instructional coach makes a substantial contribution to the school and district events and projects and assumes a leadership role with colleagues.
4e Growing and Developing Professionally	Instructional coach does not participate in professional development	Instructional coach's participation in professional	Instructional coach seeks out opportunities for professional	Instructional coach actively pursues professional development

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	PL	

Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 4 to determine its final rating.

Final Rating Point Totals-

Excellent = 21-24

Proficient = 16-20

Needs Improvement = 13-15

Unsatisfactory = 6-12

Gavin School District #37 Teacher Appraisal System Post-Conference Summary

Teacher: Click here to enter text. Grade Level(s): Click here to enter text.

Evaluator: Click here to enter text.

School: Choose an item. Subject(s): Click here to enter text. Date: Click here to enter a date.

Evaluator: Click nel			Date: Click here t	o cilici a date.
Domain 1: Planning COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
1a Demonstrating Knowledge of Content and Pedagogy • Knowledge of content and the structure of the discipline • Knowledge of prerequisite relationships • Knowledge of content-related pedagogy	Demonstrates limited professional knowledge; relies heavily on outdated practices as opposed to current practices supported by research. Rarely engages students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	Demonstrates factual knowledge of the professional content and delivery and sometimes applies it to engage students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	Demonstrates sound knowledge and understanding of professional content and delivery by consistently engaging students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices that enable students to acquire knowledge and skills.	Demonstrates mastery of professional content and its delivery by engaging all students in academic, behavioral, and social/emotional learning experiences, through the use of educational and/or clinical practices, that enable students to synthesize knowledge and skills. Is able to model this element.
1b Demonstrating Knowledge of Students • Knowledge of child and adolescent development • Knowledge of learning process • Knowledge of students' skills, knowledge, and language proficiency • Knowledge of students' interests and cultural heritage • Knowledge of students' special needs	Demonstrates little or no knowledge of child and adolescent development; typically develops one learning experience, and/or type of support or assistance for all students that does not adequately address intended outcomes.	Demonstrates general knowledge of child and adolescent development but does not apply this knowledge when providing differentiated learning experiences, support, and/or assistance that would enable all students—as opposed to just some—to move toward meeting intended outcomes.	Demonstrates knowledge of students' developmental levels and the different ways these students learn or behave by providing differentiated learning experiences, support, and/or assistance that enable all students to progress toward meeting intende d outcomes.	Demonstrates expert knowledge of the developmental levels of individual students and students in the grade or subject more generally and uses this knowledge to differentiate and expand learning experiences, supports, and/or types of assistance, enabling all students to make significant progress toward meeting stated outcomes. Is able to model this element.
1c Setting Instructional Outcomes	Develops or contributes to the development of plans that are not	Develops or contributes to the timely development of	Develops or contributes to the timely development of well-structured plans with measurable outcomes that	Develops or contributes to the timely development of

Lesson and unit structure

Domain 1: Planning and Preparation Rating	: [_	U			P	E
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Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 1 to determine its final rating.

Final Rating Point Totals-

Excellent = 21-24

Proficient = 16-20

Needs Improvement = 13-15

Unsatisfactory = 6-12

Domain 2: The Classroom Environment

Domain 2: The Classroom Environment				
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
2a Creating an Environment of Respect and Rapport Teacher interaction with students Student interactions with other students	Establishes no or low expectations for student work and behavior and/or offers few supports to help students know what is expected of them.	May state high expectations for student work and behavior, but provides few exemplars and rubrics, or limited guided practice, and/or few other supports to help students know what is expected of them.	Consistently defines high expectations f or student work and behavior, and the perseverance and effort required to produce it; often provides exemplars, rubrics, or guided practice, and/or models appropriate behaviors.	Consistently defines high expectations for student work and behavior and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
2b Establishing a Culture for Learning Importance of the content Expectations for learning and achievement Student pride in work	Instructional specialist conveys the sense that the work of improving instruction is externally mandated and is not important to school improvement.	Teachers do not resist the offerings of support from the instructional specialist.	Instructional specialist promotes a culture of professional inquiry in which teachers seek assistance in improving their instructional skills.	Instructional specialist has established a culture of professional inquiry in which teachers initiate projects to be undertaken with the support of the specialist.
2c Managing Classroom Procedures • Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of non-instructional duties • Supervision of volunteers and paraprofessionals	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Develops students' i nterpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
2d Managing Student Behavior • Expectations • Monitoring of student behavior • Response to student misbehavior	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most be haviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually

Arrangements of furniture and use of physical resources Domain 2 Documentation Click here to enter text. Domain 2 Areas of Growth Click here to enter text.	2e Organizing Physical Space	Instructional area is disorganized and poorly suited to working with students. Materials	Instructional area is moderately well organized and moderately well suited to working	Instructional area is well organized; materials are available when needed.	and collectively—in preventing behaviors that interfere with learning. Is able to model this element. Instructional area is highly organized and is inviting to students. Materials are convenient
Click here to enter text. Domain 2 Strengths Click here to enter text. Domain 2 Areas of Growth	furniture and use of	are usually available.	Materials are difficult to find		when needed.
Domain 2 Strengths Click here to enter text. Domain 2 Areas of Growth		D			
Click here to enter text. Domain 2 Areas of Growth					
Domain 2 Areas of Growth					
		Do			

Domain 2: The Classroom Environment: UU UNI U
Each Component is awarded points based on the following scale-
Excellent = 4 points Proficient = 3 points Needs Improvement = 2 points Unsatisfactory = 1 point
Add up the point total for Domain 2 to determine its final rating.
Final Rating Point Totals-
Excellent = 18-20
Proficient = 13-17
Needs Improvement = 8-12
Unsatisfactory = 5.7

Domain 3: Instruction

Domain 3: Instruction				
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
3a Communicating with Students • Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language	Does not inform students about learning, behavior, and/or wellness expectations.	Sends home only a list of rules/expectations and an outline of the student learning, behavior, or wellness plan for the year.	Consistently provides students with clear, user-friendly expectations for student learning, behavior, and/or wellness.	Successfully conveys to most students clear, user-friendly student learning, behavior, and wellness expectations. Is able to model this element.
3b Using Questioning and Discussion Techniques • Quality of questions • Discussion techniques • Student participation	Develops lessons (which may include individual and group activities or sessions) with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping.	Develops lessons (which may include individual and group activities or sessions) with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured lessons (which may include individual and group activities or sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.	Develops well-structured and highly engaging lessons (which may include individual and group activities and sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, re sources, technologies, and grouping to attend to every student's needs. Is able to model this element.
3c Engaging Students in Learning • Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing	Uses instructional and/or clinical practices that leave most students uninvolved and/or passive.	Uses instructional and/or clinical practices that motivate and engage some students but leave others uninvolved and/or passive.	Consistently uses instructional and cl inical practices that are likely to motivate and engage most students during the lesson, activity, or session.	Consistently uses instructional and clinical practices that typically motivate and engage most students during the lesson, activity, or session, and during independent work. Is able to model this element.
3d Using Assessment in Instruction • Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and	Administers assessments and/or collects only the data required by the school and/or measures only point-in-time student achievement or development.	May design and administer assessments and/or collect some data to measure student learning, growth, or development, but uses a limited range of methods.	Designs and administers assessments and/or collec ts data to measure student learning, growth, and/or development through a variety of methods, including informal and formal assessments	Uses an integrated, comprehensive assessment system, including informal and formal assessment methods and common interim assessments where applicable, to measure student learning, growth, and

monitoring of progress			and common interim assessments where applicable.	development. Is able to model this element.
3e Demonstrating Flexibility and Responsiveness Lesson adjustment Response to students Persistence	Makes few adjustments to practice by identifying and/or implementing appropriate differentiated interventions, supports, and programs based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice and identifies and/or implements appropriate differentiated interventions, supports, and programs for students.	Organizes and analyzes results f rom a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, and programs for students.	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, or programs for individuals and groups of students and appropriate modifications of plans. Is able to model this element.
		Domain 3 Documen	tation	
		Click here to enter	text.	
Domain 3 Strengths Click here to enter text.				
	D	omain 3 Areas of G		
	_	Click here to enter		
			₩ ₩ AM ₩ Ø	

Domain3: Instruction: ☐U ☐NI ☐P ☐E

Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 3 to determine its final rating.

Final Rating Point Totals-

Excellent = 18-20

Proficient = 13-17

Needs Improvement = 8-12

Unsatisfactory = 5-7

Domain 4: Professional Responsibilities

	ional Responsibilities			
COMPONENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	EXCELLENT
	UNSATISFACTORY Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of instruction, supports, and interactions with students but not with colleagues and/or rarely uses insights gained to improve practice.	PROFICIENT Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student outcomes.	Regul arly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues; and uses and shares with colleagues insights gained to improve practice and student outcomes. Is
4b Maintaining Accurate Records • Student completion of assignments • Student progress in learning • Non-instructional records	Provides little or no feedback on student growth or progress except through minimally required reporting or provides inappropriate feedback that does not support students to grow and improve.	Provides some feedback about student growth or progress beyond required reports but rarely shares strategies for students to grow and improve.	Based on assessment results and/or other data, provid es descriptive feedback and engages students in constructive conversation that focuses on student growth and improvement.	able to model this element. Establishes early, constructive feedback loops with students that create a dialogue about student growth, progress, and improvement. Is able to model this element.
4c Communicating with Families Information about the instructional program Information about individual students Engagement of families in the instructional program	Rarely communicates with families except through required reports; rarely solicits or responds promptly to communications from families. Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	Relies primarily on sharing general information and announcements with families through o ne-way media and usually responds promptly to communications from families. May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families. Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about individual student learning, behavior, and wellness. Is able to model this element. Always communicates respectfully with families and demonstrates understanding and appreciation of

4d Participating in a Professional Community • Relationships with colleagues • Involvement in a culture of professional inquiry • Service to the school • Participation in school and district projects • Attendance	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs. Participates in planning and decision making at the school, department, and/or grade level only	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution t o their learning by inconsistently sharing responsibility for meeting their needs. May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant	Within and beyond the classroom, consistently reinforces school-wide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs. Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	different families' home language, culture, and values. Is able to model this element. Individually and with colleagues, develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element. In planning and decision-makin g at the school, department, and/or grade
	when asked and rarely contributes relevant ideas or expertise.	ideas or expertise.		level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.
4e Growing and Developing Professionally • Enhancement of content knowledge and pedagogical skill • Receptivity of feedback from colleagues • Service to the profession	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction, academic support, and leadership. Is able to model this element.
4f Showing Professionalism Integrity and ethical conduct Service to students	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assign	Consistently fulfills all professional responsibilities to high standards. Is

Each Component is awarded points based on the following scale-

Excellent = 4 points
Proficient = 3 points
Needs Improvement = 2 points
Unsatisfactory = 1 point

Add up the point total for Domain 4 to determine its final rating.

Final Rating Point Totals-

Excellent = 21-24

Proficient = 16-20

Needs Improvement = 13-15

Unsatisfactory = 6-12

The Student Growth Component - Introduction

Gavin will use an all-in model for student growth. The data from spring assessments of the year prior will be used to determine the student growth rating for the following school year. Final rating will be established using the matrix shown below. If the district rating for student growth is needs improvement or unsatisfactory, the teacher may create an individual student growth goal to replace the all-in rating. If this option is needed, the individual teacher's process for a student growth goal is outlined below.

	Teacher Practice (70%)					
		E	P	NI	U	
Student Growth (30%)	E	Е	Р	NI	NI	*teacher has the ability to use personal data or school wide data
0,0	P	E	Р	NI	NI	
	NI	P*	Р	NI	U	
	U	P*	Р	NI	U	

The student growth component will count for 30% of the overall teacher evaluation rating. All teachers, whether full or part-time, who are members of the Gavin Education Association, are included in the student growth requirement.

There are three types of data growth measures that teachers may utilize when developing their student growth plans. In short, Type I data is considered any national normed assessment. Type II data is described as any grade level and/or department level common assessments. And, Type III data is considered a teacher generated classroom assessment that is used for an individual group of students.

Teachers are required to have two student growth goals. The following options are available in using the three data Types.

Option 1: Type I & Type III
Option 2: Type II & Type III
Option 3: Type III & Type III

If a teacher chooses Option 3, then one of the Type III data points needs to be connected to the District Strategic Plan and the other one can be of the teacher's choosing.

In order to be included in the student growth calculation, students must take both a pre-test and post-test. Students shall take a pre-test, mid-point test, and post-test. If a student demonstrates that they met their growth from either the pre-test to the mid-point test or the pre-test to the post-test, they shall be considered as meeting the student growth goal. Teachers and administrators shall mutually agree on students to be exempted from the student growth pool.

All teachers need to use the Student Growth Plan Form Template which has been designed to accommodate all three data Types. Both student growth goals can be included on one form (template).

To help in the development of the Student Growth Plan a timeline has been created breaking the

process down into six steps. The steps include: initial testing, student growth plan meeting deadline, finalization of student growth plan form, mid-year testing, end of year data submission, and the final summative evaluation meeting. For specific timeline dates, refer back to page 8 of the teacher evaluation plan document.

Types of Student Growth Assessments

These are example of possible Type I, Type II, or Type III assessments. Other assessments may be used if they fit the criteria for the assessment and is agreed upon by the teacher and evaluator.

Type I	Type II	Type III
-MAP	-Common Grade	-Teacher Created
-STAR	Level/Department	Assessments (Pretest and
-iReady	Assessments (Created by	Posttest)
	Teachers or Publisher)	-Student Portfolios
		-Samples of Student Work
	*Rubrics must be included	
		*Rubrics must be included

Gavin School District #37 Student Growth Form

Stude	nt Growth Form
General Information	
Academic Year	
Educator Name	
Course/Subject	
Grade Level(s)	
Interval of Instruction	
Timeline	
Initial Approval Date	
Midcourse Check-In	
Date	
Midcourse Check-In Notes:	
Elemen	t 1: Learning Goal
☐ Describe the classroom learning goal.	
(Goal #1)	
☐ Describe the district and/or Type I or Type II	
learning goal. (Goal #2)	
☐ Identify the content standards associated	
with the learning goals. Include the text of	
the content standards.	
☐ Describe the student population.	
☐ Summarize the instructional strategies used	
to teach the learning goals.	
to teach the learning godis.	
Discussion Questions	
 What "big idea" is supported by the learning 	g goals?
 How do the learning goals support students 	s' development of critical thinking, problem solving, and
analytical skills?	
Elemen	nt 2: Assessment
☐ Describe the assessment and evaluation	T
procedures that measure students'	
understanding of the learning goals.	
dilucistationing of the learning goals.	
☐ Describe how the assessment and	
evaluation procedures will be differentiated	

to meet the needs of all students described

in the student population.

Discussion Questions

- How often will you collect data to monitor student progress toward this learning goals?
- How will you use this assessment information to monitor student progress and inform your instruction?

Element 3: Growth Targets

Identify students' baseline data towards classroom learning goal.	
Identify students' baseline data towards district and/or Type I or Type II learning goal.	
Using students' baseline data on classroom learning goal identify appropriate growth targets for your student population.	
Using students' baseline data on district and/or Type I or Type II learning goal identify appropriate growth targets for your student population.	

Discussion Questions

• Explain how the growth targets demonstrate ambitious, yet realistic targets, for all students described in the student population.

Element 4: Outcome

Document the end of the year data for students on the classroom goal.	
Document the end of the year data for students on the district and/or Type I or Type II goal.	

Required for Evaluator

Explain how the number or percentage of
students who met their identified growth
targets translates into an appropriate
teacher rating.
3

Element 5: Teacher Rating

Mid-Point Data				
Unsatisfactory	Needs Improvement	Proficient	Excellent	

Less than 25% of Students Met the Indicated Growth Target(s).	25% - 50% of Students Met the Indicated Growth Target(s).	51% - 75% of Students Met the Indicated Growth Target(s).	76% - 100% of Students Met the Indicated Growth Target(s).		
Date:	Evaluator Signature:				
Date:	Teacher Signature:				

End-Point Data					
Unsatisfactory Needs Improvement		Proficient	Excellent		
Less than 25% of Students Met the Indicated Growth Target(s).	25% - 50% of Students Met the Indicated Growth Target(s).	51% - 75% of Students Met the Indicated Growth Target(s).	76% - 100% of Students Met the Indicated Growth Target(s).		
Date:	Evaluator Signature:				
Date:	Teacher Signature:				

Formal Observations

]	Domain 1 and 4			Domain 2 and 3		
	<u>1</u>	<u>2</u>	<u>3</u>	<u>1</u>	<u>2</u>	<u>3</u>	
	<u>observation</u>	<u>observations</u>	<u>observations</u>	<u>observation</u>	<u>observations</u>	<u>observations</u>	
Excellent	21-24	41-48	62-72	18-20	35-40	53-60	
Proficient	16-20	31-40	47-61	13-17	25-34	38-52	
Needs	13-15	25-30	38-46	8-12	15-24	23-37	
Improvement							
Unsatisfactory	6-12	12-24	18-37	5-7	10-14	15-22	

Domain Totals	Tenured	Tenured		Non-Tenured	
	1 observation	2 obse	ervations	3 observations	
Excellent	76-88	152-176	228-2	264	
Proficient	56-75	111-151	167-2	227	
Needs Improvement	40-55	79-110	119-1	166	
Unsatisfactory	22-39	44-78	66-118		

Student Growth - IF NEEDED

Excellent 76% - 100% of Students Met the Indicated Growth Target(s). Proficient 51% - 75% of Students Met the Indicated Growth Target(s). Needs Improvement 25% - 50% of Students Met the Indicated Growth Target(s). Unsatisfactory Less than 25% of Students Met the Indicated Growth Target(s).

Summative Rating

	Points
Excellent	4
Proficient	3
Needs Improvemen	t 2
Unsatisfactory	1

Final Summative Eva	luation			
Teacher Name:	5	School:	School Year	.
Evaluator:				
Teacher Years of Service i	in Gavin:			
Observation dates include	ded in the basis of this su	mmative evaluation:		
Formal Observation Dates:				
Informal Observation Dates:				
Domain 1 – Planning and Preparation	☐ Unsatisfactory	☐ Needs Improvement	☐ Proficient	□ Excellent
Total Points Earned	•	·		
Domain 2 – Classroom Environment	☐ Unsatisfactory	☐ Needs Improvement	□ Proficient	□ Excellent
Total Points Earned				
Domain 3 – Instruction	☐ Unsatisfactory	☐ Needs Improvement	□ Proficient	□ Excellent
Total Points Earned	_ = ===================================			
Domain 4 – Professional Responsibilities	☐ Unsatisfactory	☐ Needs Improvement	□ Proficient	□ Excellent
Total Points Earned				
Total Points Earned for Domains 1-4	☐ Unsatisfactory	☐ Needs Improvement	☐ Proficient	□ Excellent
Student Growth	☐ Unsatisfactory	☐ Needs Improvement	☐ Proficient	□ Excellent
Overall Rating Domains 1-4 = 70% Student Growth = 30%	☐ Unsatisfactory	☐ Needs Improvement	☐ Proficient	□ Excellent
	nversation on the rubrics. letion of this form for incl			
Teacher	letion of this form for inci	usion in his/her personn	Date:	the district Office.
Signature:				
S	Signature indicates only that the	e teacher has read and unde	rstands the evaluation.	
Evaluator Signature:			Date: _	

Weighted Final Score Scenarios

Scores will be rounded to a whole number

Domains 1, 2, 3, 4 - **4** x .7 = 2.8 <u>Student Growth</u> - **4** x .3 = 1.2 Final Rating is 2.8+1.2 = **4.0**

Domains 1, 2, 3, 4 - **4** x .7 = 2.8 <u>Student Growth - **3** x .3 = .9</u> Final Rating is 2.8+.9 = **3.7**

Domains 1, 2, 3, 4 - **4** x .7 = 2.8 <u>Student Growth - **2** x .3 = .6</u> Final Rating is 2.8+.6 = **3.4**

Domains 1, 2, 3, 4 - **4** x .7 = 2.8 <u>Student Growth - **1** x .3 = .3</u> Final Rating is 2.8+.3 = **3.1**

Domains 1, 2, 3, 4 - **3** x .7 = 2.1 <u>Student Growth - **4** x .3 = 1.2</u> Final Rating is 2.1+1.2 = **3.3**

Domains 1, 2, 3, 4 - **3** x .7 = 2.1 <u>Student Growth - **3** x .3 = .9</u> Final Rating is 2.1+.9 = **3.0**

Domains 1, 2, 3, 4 - **3** x .7 = 2.1 <u>Student Growth - **2** x .3 = .6</u> Final Rating is 2.1+.6 = **2.8**

Domains 1, 2, 3, 4 - **3** x .7 = 2.1 <u>Student Growth - **1** x .3 = .3</u> Final Rating is 2.1+.3 = **2.4**

Domains 1, 2, 3, 4 - 2 x .7 = 1.4 <u>Student Growth - 4 x .3 = 1.2</u> Final Rating is 1.4+1.2 = **2.6** Domains 1, 2, 3, 4 - **2** x .7 = 1.4 <u>Student Growth - **3** x .3 = .9</u> Final Rating is 1.4+.9 = **2.3**

Domains 1, 2, 3, 4 - 2 x .7 = 1.4 <u>Student Growth - 2 x .3 = .6</u> Final Rating is 1.4+.6 = **2.0**

Domains 1, 2, 3, 4 - $2 \times .7 = 1.4$ Student Growth - $1 \times .3 = .3$ Final Rating is 1.4+.3 = **1.7**

Domains 1, 2, 3, 4 - **1** x .7 = .7 <u>Student Growth</u> - **4** x .3 = 1.2 Final Rating is .7+1.2= **1.9**

Domains 1, 2, 3, 4 - **1** x .7 = .7 <u>Student Growth</u> - **3** x .3 = .9 Final Rating is .7+.9= **1.6**

Domains 1, 2, 3, 4 - **1** x .7 = .7 <u>Student Growth - **2** x .3 = .6</u> Final Rating is .7+.6= **1.3**

Domains 1, 2, 3, 4 - $1 \times .7 = .7$ Student Growth - $1 \times .3 = .3$ Final Rating is .7+.3= 1.0

Informal Observation

These observations will be added into the same rubric used for the next formal observation.

Teacher:	Date:	Time-frame:
Evaluator:		
Lesson Topic/Focus:		
Domain 2: Classroom Environment	Domain 3:	Instruction
2a – Creating an Environment of Respect and Rapport 2b – Establishing a Culture for Learning 2c – Managing Classroom procedures 2d – Managing Student Behavior 2e – Organizing Physical Space	3a – Communicating with 3b – Using Questioning ar 3c – Engaging Students in 3d – Using Assessment in 3e – Demonstrating Flexib	nd Discussion Techniques Learning Instruction
Documentation:		
Conversation/Follow-Up:		

APPENDIX F Gavin SD 37 Induction and Mentorship Program

All teachers new to Gavin will be part of a mentoring program. The mentoring program will be one year, unless the Administration deems a second year is necessary.

Building and/or District meetings with mentors and mentees will be held quarterly. Topics for discussion of these meetings will be determined by the Superintendent based on the needs of the mentees.

Mentors will be chosen by the building administrator. It is recognized that while it is ideal for mentors to have 4 years of teaching experience at Gavin, making such mentor assignment may not be in the best interests of the mentor program. If a mentor with fewer than 4 years at Gavin must be chosen, the GEA President and the building administrator must mutually agree to the appointment of that mentor. Mentors will also have either a proficient or excellent evaluation rating. Mentors do not have to work in the same building as the mentee, but all efforts will be made to ensure the mentor and mentee are in the same building. If they are not in the same building, the District will allow release time with prior approval of the building administrator. Mentors will only have one mentee at a time, unless there is a shortage of mentors. Observations done by either the mentor or mentee will be arranged with the building administrator.

APPENDIX G Gavin District #37

Staff Development Workshop Request

Employee Nam	ne:				Date:
Building:	Central				
Specific topic(syour teaching.			nentation)	-	eld and how this will enhanc
Date(s) request	ted for leave	e of absen			
Is a substitute i					
Anticipated ex					
					
following: 1) State	ff Developm Meets crite YES _ Signature:_	nent Com ria set for NO pal:	nmittee: rth in the Co	llective BargainDate:	nference is to be reviewed by hing Agreement:
	R	equest fo	or Check for	r Workshop/Co	onference
	ss)	_			

the

INCOMPLETE REQUESTS WILL BE RETURNED TO EMPLOYEE PLEASE ATTACH A SELF-ADDRESSED STAMPED ENVELOPE