COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF EDUCATION HARRISBURG C.U.S.D. #3

And

HARRISBURG EDUCATION

ASSOCIATION IEA/NEA

July 1, 2016 - June 30, 2018

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ADDENDA

ARTICLE I RECOGNITION

- 1.1 The Board of Education of District No. 3, Saline County, Harrisburg, Illinois, hereinafter referred to as the "Board", hereby recognizes the Harrisburg Education Association, hereinafter referred to as the "Association", affiliated with the Illinois Education Association and the National Education Association, as the exclusive and sole negotiating agent for all full and part-time certified teaching personnel under contract, which would include librarians, school nurse, and guidance personnel. Exceptions to the above include the Superintendent, administrative assistants, principals, assistant principal of the high school, assistant principal of the middle school, business manager, teachers' aides, and substitute teachers; the athletic director, special education coordinator, and unit librarian shall also be exceptions to the above only if they spend more than half-time on administrative duties (non-teaching duties).
- 1.2 The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiation unit as determined in Paragraph 1.1 above.
- 1.3 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any individual teacher, relative to the terms contained in this Agreement during the duration of the Agreement.

ARTICLE II SCOPE

- 2.1 Both parties agree to meet at reasonable times and negotiate with respect to the following:
 - A. Salaries and fringe benefits
 - B. Negotiation procedures
 - C. Grievance procedures
 - D. Working conditions
 - E. Bargaining unit

ARTICLE III NEGOTIATION PROCEDURES

- 3.1 Each party shall select its own negotiating representatives.
- 3.2 Negotiations shall begin no later than the first Monday in March, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
- 3.3 During negotiations tentatively agreed-upon material shall be prepared for the Board and the Association negotiating teams and initialed prior to the adjournment of the meeting. Recorders for both parties shall keep records until full agreement and ratification is obtained.
- 3.4 When the Association and Board reach agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
- 3.5 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- 3.6 Good faith negotiation is defined as a free and open exchange of views on matters listed in Article II with the objective of resolving differences in views between the parties.

ARTICLE IV BOARD RIGHTS

- 4.1 The Association pledges that there shall be no strikes or work stoppages during the term of this Agreement.
- 4.2 The Association recognizes that the Board and the administration have the responsibility and the authority to manage and direct all operations and activities of the school district to the full extent authorized by law.
- 4.3 Regulatory and managerial rights of the Board and administration shall not be limited in any areas except by the school code and court decisions and where expressly stated in this agreement.

ARTICLE V ASSOCIATION RIGHTS

5.1 BULLETIN BOARDS

The Board agrees that a bulletin board as designated by the principal shall be provided for the use of the Association at each school building at a reasonably convenient location for posting notices of activities and other matters of Association concern. The regular district mail service will be made available to the Association for communications authorized by the Association and relating to Association business.

5.2 USE OF BUILDINGS

The Board agrees that the Association and its representatives shall have the right to use the school buildings for meetings and to transact official local Association business on school property at all reasonable times as determined by the school principal, provided that this does not interfere with or interrupt normal school operations or other scheduled community activities. When special custodial service, utility usage, or materials are required, the Board may charge the Association on the same basis as other users of such facilities.

5.3 INFORMATION

The Association shall be furnished, on request, all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statements, and adopted budgets. In addition the Board and the administration will consider reasonable request for any other readily available and pertinent information, which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information. The Association will furnish copies of any pertinent information as reasonably requested by the Superintendent or by the Board.

5.4 MINUTES OF BOARD MEETINGS

The Board agrees that copies of the minutes of all Board meetings shall be posted on the District Web Site and List Serve and that another copy be sent to the Association President.

5.5 <u>RIF COOPERATION STATEMENT</u>

The Association will be consulted on any reduction in staff in advance of any individual or public announcement. The Association will be given opportunity to discuss the number of teachers to be released, the teaching positions to be eliminated and alternatives to such reduction in staff.

5.6 POLICY CHANGES

The parties agree that understanding and involvement of the staff must precede policy changes if good staff morale and a smoothly running school system are to be insured. Further, the successful implementation of policy changes requires staff participation in the development of such policy. During this process, teachers shall be encouraged to enter into discussion of needed change without fear of censure. Anything in the foregoing notwithstanding, it is recognized that final authority in the determination of policy rests with the Board of Education except as limited by this contract.

5.7 <u>RELEASED TIME FOR ASSOCIATION PRESIDENT</u>

- A. Board and the Association agree that in order to help process urgent grievances or issues that require immediate attention, released time for the Association President may be necessary.
- B. The details of the released time shall be arranged in each instance through consultation between the building principal, the Superintendent, and the president of the Association.

5.8 ASSOCIATION CONFERENCES

In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to the Association's affairs, representatives of the Association shall be excused without loss of salary or benefits in accordance with the following provisions:

- A. The number of Association leave days shall be eleven (11) days per year not subject to accrual.
- B. The President of the Association shall submit a written request to the Superintendent at least one week in advance of the anticipated usage.
- C. No more than three representatives shall be excused at any one time except for the I.E.A. Delegate Assembly when no more than four representatives shall be excused.
- D. The frequency of such meetings shall not impair the quality of classroom instruction.
- E. Additional days, up to five (5), may be purchased by the Association reimbursing the District at the current substitute teacher daily rate.

5.9 DUES CHECKOFF

- A. There shall be a system of check off for dues to teacher organizations.
- B. A teacher may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessment of the Association (including the National and Illinois Education Association) and such authorization shall continue in effect from year to year unless revoked in writing between September 1 and October 1 of a given school year.
- C. For the purposes of this Article, a teacher may choose to pay dues by cash or check as a single sum before October 1.

5.10 FAIR SHARE

- A. Each educational employee as defined in the Educational Labor Relations Act of Illinois, whether or not such employee chooses to join the HEA, shall pay to the HEA a fair share fee for services rendered by the HEA.
- B. In the event that the educational employee does not pay his/her fair share fee directly to the HEA (within 30 days from the date of this Agreement), the HEA shall certify to the School Board an amount, not to exceed the dues or amounts uniformly required of members of the HEA, which amounts shall constitute each non-member employee's fair share fee. The Board shall deduct from the earnings of the non-member employee the fair share fee certified and shall pay the same to the HEA subject to the following:
 - --The amounts certified by the HEA shall not include any fees for contributions related to the election or support of any candidate for political office.
 - --Nothing in this Article shall preclude any non-member employee of the school Board from making voluntary political contributions in conjunction with his/her fair share payment.
 - --Educational employees who certify in writing, under oath, that they cannot consent to payment of fair share fees to the HEA based upon religious tenants or the teaching of a church or religious body of which they are members may be required to pay an amount equal to their fair share fee, certified as above set forth, to a non-religious charitable

- organization mutually agreed upon by the employee affected and the HEA to which organization the employee would otherwise pay such fee.
- C. The HEA shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the HEA if there is any lawsuit or other legal challenge to the provisions of this Article and the HEA, upon such notice being given, shall have the right to designate legal counsel to defend such action, subject to the approval of the Board. Further, the Board may designate its own legal counsel in any such proceedings, subject to the approval of the HEA if such designation becomes necessary in the opinion of the Board to protect its own interests. The indemnification provisions hereof shall cover the cost for such representation.
- D. Approval of the HEA's designation of counsel by the Board, and approval of the Board's designation of counsel by the HEA, shall not be unreasonably withheld.

ARTICLE VI TEACHER RESPONSIBILITIES AND RIGHTS

6.1 RIGHT OF ASSISTANCE

The Board agrees that teachers shall have the right to organize, join, and assist the Association, to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and other educational standards so long as such activities, individually or in concert, do not violate the terms of this agreement or any applicable public law.

6.2 NON-DISCRIMINATION

Both parties agree that they shall not discriminate under the terms of the contract against an employee or applicant for reason of race, creed, color, marital status, sex, age, or national origin. Further, both parties agree that a teacher or an applicant retains the right to decide if he or she wishes to join the Association or not.

6.3 STUDENT/TEACHER DISCUSSION

The Association agrees that matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

6.4 DUE PROCESS

Due process under this Agreement shall be accorded each teacher, administrator, and the Board, and the rights of each teacher, administrator, and the Board of Education shall be honored as provided for in this Agreement.

6.5 RETENTION OF STAFF

As stated in the Illinois School Code as related to retention of staff.

6.6 ACADEMIC FREEDOM

Academic freedom shall be guaranteed to all certified teaching employees, provided, however, that the employees exercise this freedom under the rules and regulations of the Board. However, this does not limit the right of the administration to evaluate teachers based on classroom methodology. Both parties recognize that the concept of academic freedom, although philosophically desirable, is not easily interpreted.

6.7 PERSONNEL FILE

A. The Board and Administration agree that all teachers in the District shall have ready access during normal office hours to their individual personnel files upon request to the principal or Superintendent whether

those files are located in the building where the teacher is assigned, or in the Central Office, or both.

- В. Each teacher's personnel file shall contain the following minimum items of information:
 - --Required medical information
 - --All teacher evaluation reports
 - --Copies of annual contracts or notification of re-employment
 - --Copies of supplemental duty contracts
 - --An up-to-date transcript
- C. Materials related to discipline or re-employment may not be placed in the teacher's personnel file without first giving the teacher a copy and an opportunity to place a written response to this material in said file.

6.8 VACANCIES AND TRANSFERS

- Notification of all vacancies as well as the creation of any new positions A. (including extra-duty) shall be posted internally in the Unit #3 List serve within 48 hours of Board confirmation. This section does not apply to positions not within the Bargaining Unit.
- В. Vacancies shall be filled on the basis of qualifications, certification, merit and ability (including performance evaluations, if available) relevant experience and other relevant factors. The length of the applicant's service in the District shall not be considered unless all other factors are considered to be equal. This section shall not prevent the hiring of new employees.

If a vacancy occurs with more than two (2) months of school remaining and that position is filled internally, the new vacant position may be filled with a substitute for the remainder of the school year. This position must be declared vacant at the end of the school year and posted for the following year, provided the position still exists. Vacancies which occur with less than two (2) months of school remaining may be filled with a substitute. This position must be declared vacant at the end of the school year and posted for the following school year, provided the position still exists.

C. All teachers shall be given written notice of his/her teaching assignment(s) for the forthcoming year no later than July 1 with the understanding that needed changes may have to be made after that date. The teachers involved shall be notified of these changes immediately.

> The reassigning of teachers due to changing enrollments or changes in the curriculum does not constitute the creation of vacancies. If the addition of a teaching position is the end result of such reassignments, only the final vacancy must be posted.

D. **VOLUNTARY TRANSFER**

Teachers in the District who are interested in a posted position should send a letter of interest to the Superintendent or his or her designee within 10 days of posting. Teachers who have requested a voluntary transfer and are certified for the position or will become certified for the position before said assignment begins shall receive an interview by the Building Principal(s) and Superintendent and consideration prior to any public posting of the position. Any teacher that is denied transfer shall receive written notification including the reason for denial.

This section shall not prevent the hiring of new teachers/employees. The decision of the Board as to the filling of vacancies and transfers shall be final. The filling of a vacancy shall not be subject to the provisions of Article VII of this Agreement unless it is asserted that the District violated the procedural requirements of this section for filling the vacancy.

E. INVOLUNTARY TRANSFER

The involuntary transfer/reassigning of teachers shall be due to changing enrollments or changes in the curriculum and may or may not constitute the creation of a vacancy. In the event a teacher is involuntarily transferred or reassigned less than thirty (30) calendar days before the beginning of school, the teacher will be given a professional day or 1/180 of salary for preparation purposes.

Involuntary transfers after the school year begins will only be made in case of emergency.* If the end result of such involuntary transfer/reassignment is a vacancy, only the final vacancy must be posted. Involuntary transfers shall be made only when, in the judgment of the Superintendent and Board, such changes are needed. Such involuntary transfers shall not subject the teacher to any additional course work.

*Emergency is defined as an event that results in a vacancy and in the opinion of Administration requires immediate action to fill the vacant position (i.e. resignation, death, or increases in enrollment after school has commenced).

6.9 TEACHERS RESPONSIBILITY

All teachers will be expected to assume a proportionate share of the duties and responsibilities necessary for the successful operation of the schools; make all reports required by law; observe all rules and regulations of the Board; and see that furniture, equipment and such other school property as may come under their immediate care and control, is not unnecessarily damaged or destroyed and teach at the level assigned by the Superintendent and principal.

6.10 REDUCTION IN FORCE

- A. Reduction in Force (RIF) Joint Committee shall be established each year prior to December 1. The RIF Joint Committee shall consist of equal numbers of representatives from HEA and the Board. The RIF Joint Committee shall be comprised of 8 members; 4 HEA members appointed by the HEA President and 4 appointed by the Board.
- B. The Sequence of Honorable Dismissal or RIF List shall be provided to the person designated by the Union to receive the list seventy-five (75) days before the end of each school term. In the event a reduction in force (RIF) is necessary, teachers shall be officially notified no later than forty-five (45) days before the end of the school term.
- C. The Board shall comply with the School Code with respect to reductions in force. If any teacher in Group 3 or 4 is honorably dismissed as part of a reduction in force and a position(s) for which the teacher is qualified becomes available during the statutory recall period, then teachers from categories three (3) and four (4) shall be recalled in inverse order of the reduction in force.
- D. Breaking of Ties

Breaking of ties for seniority shall be done in the following order.

- 1. The employee with the greatest years of service in the district.
- 2. The employee with the greatest number of years of teaching experience.
- 3. The employee with the highest educational degree.
- 4. Draw lots.

6.11 COMPLAINTS AGAINST STAFF

Any complaint deemed by an administrator to justify investigation and/or subsequent action of any nature shall be brought to the immediate attention of the teacher involved.

6.12 EMPLOYEE DISCIPLINE

Disciplinary action or official reprimands against any teacher shall be exercised in a fair and reasonable manner. No teacher shall be suspended without pay or issued a written reprimand without just cause. Disciplinary action will be progressive, as follows, except when conduct warrants bypassing progressive discipline:

- (1) Verbal warning.
- (2) Written reprimand/warning.
- (3) Suspension without pay.
- (4) Discharge.

A teacher may have present an Association representative when receiving an official

reprimand, a disciplinary conference or at any other meeting that the teacher reasonably believes may lead to discipline.

ARTICLE VII GRIEVANCE PROCEDURE

7.1 <u>DEFINITION</u>

- A. A grievance shall mean a complaint by the HEA that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- B. A class grievance shall mean a complaint by the HEA affecting more than one member of the bargaining unit. An attempt shall be made to resolve class grievance in the informal, verbal discussion between the HEA and the Superintendent or his designee.
- C. For the purposes hereof, "school days" shall mean teacher work days during the school year and shall mean weekdays during summer school vacation.

7.2 STATEMENT OF BASIC PRINCIPLES

- A. Nothing contained in this Agreement shall be construed to prevent a teacher from discussing a problem with their Building Principal and having the problem adjusted without intervention by the HEA provided the HEA has been given the opportunity to be present at the adjustment.
- B. A teacher who participates in the grievance procedure shall not be subjected to discipline or reprisal because of such participation.
- C. The failure of a teacher or the HEA to act on any grievance within the prescribed time limits will constitute a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. When the presence of a teacher at a grievance hearing is requested by either the HEA or the Board of Education, the illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
- E. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after or before regular school hours, or during non-teaching 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.
- F. It is agreed that any investigation or other handling or processing of any grievance shall not interfere with the instructional program and related work activities of the teaching staff.

7.3 PROCEDURE

- A. An attempt shall at all times be made to resolve a grievance in an informal conversation between the teacher and the Building Principal.
- B. Step 1 If a grievance cannot be resolved informally, the teacher may file the grievance in writing. The written grievance should state the nature of

the grievance, note the specific clause or clauses of this Agreement allegedly violated, misinterpreted or misapplied and should state the remedy requested. The filing of the grievance at Step 1 must be within twenty (20) school days from the date of the occurrence of the event giving rise to the grievance. No more than five (5) school days after the filing of the written grievance, the Building Principal shall meet at a mutually agreeable time with the grievant to discuss the matter. Within five (5) school days, the Building Principal shall respond in writing to the grievant and the Association including reasons for the decision.

- C. Step 2 In the event a grievance has not been satisfactorily resolved at the Step 1, the grievant may file the grievance with the Superintendent within five (5) school days of the Step 1 response. Within five (5) school days after such written grievance is filed, the grievant and the Superintendent or the Superintendent's designee, shall meet to resolve the grievance. Within five (5) school days of the Step 2 grievance meeting, the Superintendent, or his designee, shall respond in writing to the grievant and the Association including reasons for the decision.
- D. Step 3 If the grievance is not resolved satisfactorily, the Association (HEA) may file for binding arbitration within fifteen (15) school days of the Step 2 response. Arbitration shall be conducted by the American Arbitration Association, which shall act as the administrator of the proceedings. Neither the Board nor the Association will be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party and asserted as a ground in support of such parties' position.

7.4 SELECTION OF THE ARBITRATOR

The Association shall initiate the arbitration process by making a demand to arbitrate to the American Arbitration Association. The AAA will be requested to send a list of arbitrators. Such list shall be accompanied by biographical sketches of the Arbitrator and be sent simultaneously to the Board and the Association. The Arbitrator shall be selected utilizing the Voluntary Arbitration Rules.

7.5 SELECTION OF HEARING DATE

The Arbitrator shall within be asked to submit five (5) tentative dates for the hearing. The parties will, within ten (10) days of the receipt of the tentative dates from the Arbitrator alternately strike the list of dates. The Association shall make the first strike.

7.6 HEARING SITE

The parties will agree upon a hearing site and so notify the Arbitrator.

Preference will be given to facilities, which can be provided with little or no cost.

7.7 CONDUCT OF THE HEARING

The Arbitrator shall be responsible for conducting the hearing. If the parties have been unable to agree on the issue to be decided, the Arbitrator shall have the authority to define the issue. The Arbitrator shall issue his/her decision within thirty (30) days of the close of the hearing. The Arbitrator shall have no authority to amend the Agreement. The parties shall not present evidence or grounds at arbitration, which were not disclosed prior to arbitration.

7.8 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn by the Association at any level without establishing precedent.

7.9 HEARING POSTPONEMENT COST

If only one party requests the postponement of an Arbitration hearing, that party shall bear the cost of such postponement.

ARTICLE VIII SALARY SCHEDULE HARRISBURG CUSD #3

2016-2017 Teacher's Salary Schedule Step Increase (16-17) "Recovery Step" 1% on Base

	Recovery Step 170 on Base						
STEP	В	B + 16	B + 24	M	M + 16	M + 32	
0	36,784	38,378	39,173	39,969	41,564	43,159	
1	37,998	39,592	40,387	41,185	42,782	44,376	
2	39,210	40,806	41,603	42,402	43,995	45,588	
3	40,425	42,020	42,820	43,616	45,209	46,804	
4	41,640	43,237	44,033	44,830	46,424	48,018	
5	42,855	44,450	45,246	46,045	47,641	49,236	
6	44,070	45,664	46,462	47,259	48,856	50,452	
7	45,285	46,878	47,678	48,474	50,071	51,663	
8	46,499	48,091	48,892	49,687	51,280	52,877	
9	47,712	49,309	50,105	50,901	52,496	54,094	
10	48,928	50,523	51,319	52,119	53,712	55,309	
11	50,144	51,739	52,535	53,333	54,927	56,520	
12	51,358	52,952	53,750	54,546	56,141	57,734	
13	51,630	54,167	54,963	55,762	57,356	58,950	
14	52,102	54,439	55,236	56,035	57,628	59,223	
15	52,573	55,382	56,179	56,976	58,573	60,168	
16	52,845	55,654	56,451	57,249	58,846	60,440	
17	53,304	56,113	56,910	57,708	59,305	60,898	
18	53,763	56,572	57,369	58,167	59,764	61,356	
19	54,222	57,032	57,828	58,626	60,223	61,814	
20	54,681	57,491	58,287	59,085	60,680	62,272	
21	56,199	59,007	59,804	60,603	62,197	63,793	
22	56,972	59,780	60,576	61,375	62,970	64,565	

ARTICLE VIII

SALARY SCHEDULE HARRISBURG CUSD #3 2017-2018 Teacher's Salary Schedule Step Increase 1.5% Increase (Step 22 only)

	1.5% mercase (Step 22 omy)						
STEP	В	B + 16	B + 24	M	M + 16	M + 32	
0	36,784	38,378	39,173	39,969	41,564	43,159	
1	37,998	39,592	40,387	41,185	42,782	44,376	
2	39,210	40,806	41,603	42,402	43,995	45,588	
3	40,425	42,020	42,820	43,616	45,209	46,804	
4	41,640	43,237	44,033	44,830	46,424	48,018	
5	42,855	44,450	45,246	46,045	47,641	49,236	
6	44, 070	45,664	46,462	47,259	48,856	50,452	
7	45,285	46,878	47,678	48,474	50,071	51,663	
8	46,499	48,091	48,892	49,687	51,280	52,877	
9	47,712	49,309	50,105	50,901	52,496	54,094	
10	48,928	50,523	51,319	52,119	53,712	55,309	
11	50,144	51,739	52,535	53,333	54,927	56,520	
12	51,358	52,952	53,750	54,546	56,141	57,734	
13	51,630	54,167	54,963	55,762	57,356	58,950	
14	52,102	54,439	55,236	56,035	57,628	59,223	
45	50.550	55.202	57.450	54054	50.550	40.440	
15	52,573	55,382	56,179	56,976	58,573	60,168	
16	52,845	55,654	56,451	57,249	58,846	60,440	
17	53,304	56,113	56,910	57,708	59,305	60,898	
18	53,763	56,572	57,369	58,167	59,764	61,356	
19	54,222	57,032	57,828	58,626	60,223	61,814	
20	54,681	57,491	58,287	59,085	60,680	62,272	
21	56,199	59,007	59,804	60,603	62,197	63,793	
22	57,827	60,677	61,485	62,296	63,915	65,533	

Any new hire with more than 7 years teaching experience will enter the salary schedule at Step 7.

8.1 BOARD PAID RETIREMENT

The Board shall pay 10.35% of Board Paid retirement for teachers subject to salary and extra duty and .84% Teacher Health Insurance Security Fund.

8.2 CRITERIA FOR EDUCATION CREDITS ON SALARY SCHEDULE

- A. Credit, determined by the following criteria will be given only for courses completed after the date on which a bachelor's degree was awarded. Prior approval of the Superintendent and one of the criteria must be met.

 --Credits for course work in the specific teaching field in which the teacher is practicing or is qualified will be honored which are 400 or 500 level courses or which are 300 level if they are required prerequisite courses.
 - --Credits for course work in a university-approved program and which have received approval from the Superintendent leading to a Master's Degree will be honored.
- B. Credit, determined by the following criteria will be given only for courses completed after the date on which a Master's Degree was awarded. Prior approval of the Superintendent and one of the criteria must be met.

 --Credit for course work in the specific field in which the teacher is practicing or is qualified will be honored which are 400 or 500 level courses.
 - --Credits for course work in a university-approved program leading to a Doctor's Degree will be honored.
 - --Credits for course work in a university approved program leading to a Specialist's Degree will be honored for 400 or 500 level courses which constitute specialization in the area in which the person is teaching. --Credits for course work in a university-approved program leading to a Master's Degree, which has received approval from the Superintendent, will be honored. All certified staff who were employed prior to July 1, 1985, and who are currently actively pursuing a course of study, which results in receiving eligible additional credits, will be approved for placement on the salary schedule.

8.3 HORIZONTAL MOVEMENT

Salary adjustment for horizontal movement will be made based on credit earned by September 15 and February 15th.

8.4 HOUR REQUIREMENT

Sixteen (16) hours have been interpreted as one-half of the preparation for a Master's Degree. If the awarding institution required thirty (30) semester hours for a Master's Degree a letter of confirmation from the institution will be honored and 15 hours will satisfy the requirement for salary purposes.

8.5 <u>CERTIFICATION REQUIREMENT</u>

All teachers must hold valid certification for the State of Illinois and must meet requirements of the Illinois State Board of Education.

8.6 MULTIPLE CERTIFICATION/QUALIFICATIONS

- A. The Board will determine areas in which additional teaching certification/qualifications will be needed.
- B. Additional course work to obtain additional certifications will be voluntary on the part of the teacher.
- C. The school district will pay the cost of tuition and fees for course work, which has been approved for obtaining additional certification qualifications pursuant to the Superintendent's determination of areas where certification/qualifications will be needed.

8.7 EXTRA-HOUR CLASSES

- A. Extra-hour classes shall be any class that is offered outside (before or after) the teacher's normal workday (8:00 A.M. to 3:30 P.M.).
- B. All extra-hour class assignments will be on a voluntary basis.

- C. Extra-hour class assignments will be made either of two ways:

 --A teacher may be assigned extra-hour classes in lieu of the normal workday schedule, but the total hours worked in a school day with this type of adjusted schedule shall not exceed seven and one-half consecutive hours.
 - --A teacher may be assigned extra-hour classes in addition to the normal workday with the compensation for the additional load to be a pro rata amount of the teacher's actual salary.

ARTICLE IX EXTRA DUTY PAY

9.1 NEW POSITIONS

In the event that new extra duty positions are created during the term hereof, the Board shall compensate said positions at the level reasonable commensurate with the nature of said position compared to the schedule; also, in the event that duties of any "extra duty position" are significantly or materially increased during the term hereof, the Board shall set reasonable compensation. The teacher may abandon such extra duty position without prejudice to the teacher. The Superintendent will inform the HEA President and publish in the "Unit Newsletter" or written note in paycheck during summer months, any new extra duty positions added to the Extra Duty Pay Schedule during the school year.

Following is a current listing of the Extra Duty Pay Schedule. A new schedule, which will include any changes, deletions or additions, will be given to each teacher on the first day of each school year.

9.2 EXTRA DUTY PAY SCHEDULE

- .17 Elem. Teaching Asst. Prin.
 - H.S. Head Basketball (Boys)
 - H.S. Head Football (Boys)
 - H.S. Head Basketball (Girls)
 - Unit #3 Network Specialist
 - H.S. Forensics Team Coach
 - H.S. Athletic Director
 - Special Ed. Coordinator
- .14 K-8 Athletic Director
 - H.S. Head Wrestling (Boys)
 - H.S. Head Baseball (Boys)
 - H.S. Head Track (Boys)
 - H.S. Head Track (Girls)
 - H.S. Head Volleyball (Girls)
 - H.S. Basketball (Soph. & J.V. Boys)
 - H.S. Head Softball (Girls)
 - H.S. Asst. Basketball (Girls)
- .135 District Technology
- .12 H.S. Varsity Asst. Football
 - H.S. Drama Coach
- .10 H.S. Asst. Football Soph & Fresh (4)
 - H.S. Asst. Basketball (Boys Fresh.)
 - H.S. Asst. Wrestling (Boys)
- .09 H.S. Asst. Volleyball (Girls)
 - H.S. Band
 - H.S. Quiz Bowl Coach

- H.S. Forensics Assistant Team Coach
- M.S. 8th Grade Basketball (Boys)
- M.S. 8th Grade Basketball (Girls)
- M.S. 7th Grade Basketball (Boys)
- M.S. 7th Grade Basketball (Girls)
- M.S. Dramatics
- M.S. Band
- Web Designer (ES/WS/MS/CO)
- .07 H.S. Vocal Music
 - H.S. Cross Country (Boys & Girls)
 - H.S. Golf (Boys & Girls)
 - H.S. Asst. Track (Boys Fresh/JV)
 - H.S. Asst. Track (Girls/JV)
 - H.S. Asst. Baseball (Boys)
 - H.S. Asst. Softball (Girls)
 - M.S. Student Council
- .06 H.S.Fresh/Sophomore Forensics Team Coach
- .055 H.S. Agricultural Exhibits
 - H.S. Student Council
 - H.S. Newspaper
 - H.S. Yearbook
 - H.S. Cheerleading (Basketball)
 - M.S Yearbook
 - H.S. Asst. Drama Director
 - M.S. Head Volleyball (Girls)
 - M.S. Vocal Music
 - M.S. Head Track (Boys)
 - M.S. Head Track (Girls)
 - M.S. Head Baseball (Boys)
 - M.S. Head Softball (Girls)
 - M.S. Cheerleader Sponsor
 - M.S. Quiz Bowl Coach
 - M.S. Asst. Band
 - M.S. Cross Country
 - Unit 3 TV Night Programming
- .045 HS Cheerleading (Football)
- .04 H.S. School Academic Advisor (WYSE Team)
 - M.S. Asst. Track (Boys)
 - M.S. Asst. Track (Girls)
 - M.S. 7th Grade Volleyball (Girls)
 - H.S. Asst. Cheerleading (Basketball)
- .03 H.S. Asst. Cheerleading (Football)
- .02 M.S. Noon Activity Program Flag Corp/Color Guard
- .015 M.S. PARCC Testing Coordinators (One each grade)
 - Elementary Drama
 - H.S. Prom Sponsor (2)
 - H.S. PARCC Department Chair for Core Subjects (4)

ARTICLE X SUMMER SCHOOL PAY RATE

- 10.1 Summer school hourly rate shall be \$20.00 per hour.
- 10.2 Summer school teaching assignments shall be on a voluntary basis.
- 10.3 Vacancies for summer school positions shall be announced in the List Serve prior to selection of staff.
- 10.4 In each appointment, the instructor must be qualified in the area or grade level to be taught.
- 10.5 Summer school salary will be paid in two (2) equal parts: one the last school day in June and one on or before the last day of summer school.
- 10.6 Exceptions on salaries shall be made for programs where hours and salaries are set by Federal or State regulations.

ARTICLE XI PAYROLL DATES

Payroll dates for all Unit personnel shall be the 8th and 23rd of the month except when those dates fall on school holidays, in which case checks will be remitted on the last day of school preceding the beginning of the holiday.

ARTICLE XII INSURANCE AND ANNUITIES

- 12.1 Major Medical The Board shall provide a sponsored program of hospital-medical care, including major medical coverage for all teachers up to coverage now in effect in the district.
- 12.2 The Board will provide each teacher with the Major-Medical Insurance and Life AD & D clause. This will be an amount of \$10,000.00 minimum.
- The Board of Education agrees to pay \$535.00 per month for the 16-17 school year.
 The Board of Education will increase its health insurance contribution to \$550.00 per month for the 17-18 school year.
- 12.4 Tax-Sheltered Annuities The Board of Education recognizes and has approved participation by teachers in the "tax-sheltered" annuity program.
- 12.5 A joint insurance committee selected by the H.E.A. President and the Superintendent and consisting of 4 members of the HEA (including 1 officer and 1 member from each of the other buildings), Superintendent (or designee), 1 principal or assistant principal, 1 SEIU member, 1 other non-certified staff member and 1 school board member (9 TOTAL MEMBERS but the four HEA members will only receive one vote total) will evaluate our insurance coverage and make a report to all staff by July 15th of each year. If the committee agrees to a major change in the insurance policy, including, but not limited to, a change in insurance company, agent, plans, coverage, and/or benefits, the staff shall vote on said change. The Board shall approve the result of said vote, unless said decision will cause an immediate financial burden or legal liability to the District. Should the committee vote and come to a tie, the choices recommended by the committee will be presented by the insurance company and/or agent to the Board of Education. The Board of Education will then make the final decision.
- 12.6 Limited Cafeteria Plan The Board of Education recognizes and has approved participation by teachers in a "cafeteria plan" limited to deductions for single and family major medical and life AD & D insurance only. The Board agrees to pay the one time document fee of \$ 425.00.

Each participating teacher agrees to hold the Board harmless for any potential tax liability, which may evolve from implementation of this section.

ARTICLE XIII CURRICULUM WORK

13.1 Teachers appointed by the Board and/or the Administration to provide for the school system or any part thereof written curriculum material (syllabi, guides, etc.) shall be afforded released time or financial compensation commensurate to the time or task involved.

ARTICLE XIV TRAVEL REIMBURSEMENT SCHEDULE

- 14.1 Teachers required to travel regularly between schools within the district in privately-owned vehicles in the performance of their duties shall be reimbursed at the current Internal Revenue Service rate. This rate shall apply to travel for homebound instruction. This does not apply to travel for meetings, staffings, or other such occasional trips.
- 14.2 If the district requests in writing a teacher to travel outside the district in privately-owned vehicles, they shall be reimbursed at the current Internal Revenue Service rate. If commercial travel is authorized, the total fare will be reimbursed.
- 14.3 Per diem allowance for lodging, meals, gratuities, etc. shall be reimbursed at actual costs not to exceed \$50.00. When lodging is not required, the per diem reimbursement shall be actual cost not to exceed \$20.00.
- 14.4 The per diem amount for meals shall be allocated for individual meals as follows:

Breakfast	\$ 8.00
Lunch	\$ 12.00
Dinner	\$ 15.00

14.5 Registration fees, banquet costs, parking and tolls will be reimbursed in addition to the \$50.00 per diem. In order to be reimbursed for expenses, receipts shall accompany reimbursement claims.

ARTICLE XV REIMBURSEMENT FOR EDUCATION

15.1 All costs of advanced preparation taken at the direction of the Administration or Board of Education in order to qualify the District for Federal or State monies for new or existing programs shall be fully reimbursable to the teacher or teachers involved for the following: tuition, fees, mileage, and/or room and board.

ARTICLE XVI RETIREMENT

16.1 RETIREMENT PAYMENT

Upon retirement from this district (which means application and acceptance of teacher retirement pension), teachers shall be granted retirement pay based on this formula:

\$100.00 X years of experience in this district with a maximum of thirty (30) years.

16.2 RETIREMENT INCENTIVE

An employee tendering an irrevocable letter of resignation to a Teacher Retirement System (TRS) Retirement program on a date certain in the future in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final three years of teaching service subject to the following conditions:

1) The teacher shall have a minimum of twenty (20) years of continuous full-time service in the Harrisburg CUSD #3 on the intended date of retirement.

- Teachers with at least eighteen (18) years may petition the Board on a case by case basis to receive incentive. Decisions on these specific cases will not be precedent setting.
- 2) The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service an will not retire under the statutory Early Retirement Option.
- 3) The teacher shall have tendered to the Board a binding, irrevocable resignation for a date certain in the future. The teacher's notice may be given up to three (3) years prior to retirement or by September 1st during the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to three (3) years in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.
- 4) Those hired after July 1, 2013 are not eligible. For those hired after July 1, 2009 with no previous full time teaching experience, the benefit is 3%/3%/3%.

"TRS Creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Incentive Award Payment), shall mean total TRS creditable earnings including pension payment.

This agreement presumes the teacher will fully perform all his or her duties during the term of this agreement. Any reduction in teaching performance (dock days or leave of absence without pay, for example) during the term of this agreement shall result in a corresponding reduction in salary and benefit amount.

In exchange for the teacher's binding, irrevocable resignation on a date certain, the District agrees to remove the teacher from the salary schedule and for each year of eligibility, the teacher's TRS creditable earnings will be increased by six percent (6%) over the teacher's TRS creditable earnings for the prior year of employment except as otherwise provided herein.

Examples:

A teacher applies for the award one year before retirement. The teacher's TRS creditable earnings for the 2007-2008 were \$40,000. The teacher's final year TRS creditable earnings (2008-2009) will be \$42,400 (\$40,000 x 1.06 = \$42,400)

A teacher applies for the award two years before retirement. The teacher's TRS creditable earning for the 2007-2008 school year were \$40,000. The teacher's first year TRS creditable earning will be \$42,400 (\$40,000 x 1.06= \$42,400). The teacher's second year TRS creditable earnings will be \$44,944 (\$42,400 x 1.06= \$44,944).

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the 2007-2008 school year were \$40,000. The teacher's first year creditable earnings will be \$42,400 (\$40,000 x 1.06=\$42,400). The teacher's second year creditable earnings will be \$44,944 (\$42,400 x 1.06=\$44,944). The teacher's third year creditable earnings will be \$47,640.64 (\$44,944 x 1.06=\$47,640.64).

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the award two years before retirement. The teacher's creditable earnings for the 2007-2008 school year were \$40,000. The teacher's first year creditable earnings will be \$42,400 (\$40,000 x 1.06=\$42,400). The teacher's second year creditable earnings will be \$44,944 (\$42,400 x 1.06=\$44,944). If the teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The teacher's final year creditable earnings will be \$42,944 (\$42,400 x 1.06=\$44,944-\$2,000=\$42,944). The two year reduction is given as an example. A comparable reduction (using the same equation) shall apply to a teacher who ceased to perform some duty if the teacher had elected a one year incentive or a three year incentive.

Once an irrevocable letter of retirement is submitted, the employee will not be assigned, nor may an employee apply for or assume any additional duty (extra duty or additional work hours, days, weeks or months) that would increase the employee's TRS gross income above the six percent (6%) provided for herein.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies not contemplated herein to TRS, the District shall be entitled to damages for breach of contract against the teacher in an amount equal to the retirement award payment received by the teacher, including tax and retirement withholdings. Upon complete reimbursement of such amount to the District, the teacher shall be entitled to any general wage increase that would have been applicable during the pre-retirement period.

In no event will a teacher subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of six percent (6%) of the prior year's TRS creditable earnings.

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS) and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9.4% of creditable earnings up to 106% of the previous year's TRS gross; all as permitted without penalty including any incentive amount that would not result in additional assessment or penalty.

The provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objection or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective it shall be revised through the negotiation

process as necessary based up on findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

ARTICLE XVII SUBSTITUTE TEACHERS AND PART-TIME TEACHERS PAY

- 17.1 In the event of a pending absence, the responsibility of the classroom teacher shall be limited to notifying the building principal as far in advance as possible and to providing the building principal or substitute teacher with lesson plans for the classes to be missed. In no case is it the authority or the obligation of the teacher to contract for the substitute. Every possible effort will be made to employ a substitute whenever a teacher is absent.
- *17.2 A substitute teacher is any teacher who is employed temporarily. Substitute teachers will be paid at a daily rate of pay to be reviewed and determined annually by the Board. Beginning on the 16th consecutive day for the same teacher, the substitute will be paid at a beginning Bachelor's Degree (BA 0 years) salary rate on the current teachers' salary schedule.
- 17.3 Any teacher employed by the district who substitutes for another teacher by giving up his or her preparation period shall be reimbursed at the rate of \$20.00 per hour.
- 17.4 A part-time teacher is any teacher who teaches less than a full day or full year. This teacher has a contract and is paid according to the current teachers' salary schedule for each workday.
- 17.5 Part-time teachers who are employed for less than a full work year shall be paid a percentage of their daily pay rate represented by the amount of time they actually work.
- 17.6 Part-time teachers shall receive one day of sick leave (sick day equals work day) benefits for each calendar month they are employed. Unused sick days will not be allowed to accumulate from one school year to the next school year.
- *17.2 of this contract is governed by a 1991 arbitration agreement as determined by Arbitrator Michael H. LeRoy in a November 12, 2000 grievance arbitration decision between the HEA and Unit #3.

ARTICLE XVIII WORK DAY AND WORK YEAR

- 18.1 The teacher's day shall be seven and one-half (7 1/2) hours long, including a duty free lunch period equivalent to the length of the lunch period of the students in the building where the teacher is located during the class period immediately preceding lunch. This lunch hour shall be no less than 35 minutes. When school is dismissed early due to weather conditions, the teacher's workday will be reduced proportionately.
- 18.2 A teacher's normal workday shall be from 8:00 A.M. till 3:30 P.M. except that a teacher and the Board may agree mutually that a teacher's workday can commence as early as 7:00 A.M., or as late as 9:30 A.M., with such adjustment to be in effect for a minimum of one semester unless otherwise specified by mutual agreement.
- 18.3 Teachers shall be free to leave the building during their preparation time only for matters pertaining to the performance of their employment duties for the School District; teachers must, before leaving the building during their preparation time, report to the principal at their attendance center in advance of their contemplated absence, the expected length thereof, and the specific reasons therefore.
- 18.4 Extracurricular duties shall be limited to the following areas:
 - A. Night meetings at the Senior High School for club sponsors shall be on a voluntary basis, and no increment for these meetings shall be paid.
 - B. Teachers shall not be required to attend PTA or similar meetings.

- C. Coaches shall not be responsible for hiring officials, for scheduling ball games, or for busing schedules for interscholastic sports.
- 18.5 School will be dismissed at 2:00 p.m. until the day following Labor Day.
- 18.6 The school year shall consist of 180 days.
- 18.7 A. All teachers shall be available at reasonable times after the termination of their seven and one-half hour day for scheduled parents and/or student conferences. Conferences shall be held as nearly contiguous to the teacher's workday as circumstances permit. Teachers not available for parent/teacher conferences due to circumstances previously approved by the building principal or illness, will not be docked but will make up the time and provide the building administrator with documentation of such time.
 - B. No more than two meetings per month shall be scheduled by the principal.
 - C. All teachers shall be available to be present at School Board Meetings for stated reasons upon reasonable notice of the principal or superintendent. At least a twenty-four (24) hour notice shall be given whenever possible.
- 18.8 Emergency Days built into the yearly calendar shall total five (5).
- 18.9 Dismissal time will be 2:00 p.m. on first and last day of the school year.
- 18.10 Superintendent will provide a copy of possible calendar for new school year to HEA President and executive committee for input from buildings. The Board and Superintendent will make the final decision regarding the yearly calendar.

ARTICLE XIX OTHER WORKING CONDITIONS

19.1 ADDITIONAL LOAD CLASSES

- A. Each qualified teacher will be notified when an over-load class teaching position becomes available.
- B. All additional load assignments will be on a voluntary basis.
- C. Any teacher with more than the normal teaching load shall receive one-sixth (1/6) additional compensation at the high school level and one-seventh (1/7) additional compensation at the Junior High for each additional load class. If the number of teacher periods change, the fraction (s) shall be changed proportionately.

19.2 SECRETARIAL HELP FOR TEACHERS

Each building shall be provided with secretarial help for teachers.

19.3 ABOLISHMENT OF DUAL CLASSES

- A. No teacher (elementary K-6) shall be assigned to teach simultaneously two different grades except in emergency cases or when extremely unusual circumstances beyond the control of the district are in effect.
- B. This clause does not prohibit the Board from scheduling different grade groupings in individual subjects for a portion of the day.

19.4 CLASS SIZE

The Board agrees that when class size in grades K-2 exceed an enrollment of 30, and in grades 3-5 exceeds an enrollment of 35, either enrollment will be reduced or an aide will be provided for that teacher if such condition exists for 10 consecutive pupil attendance days.

In the event that class size reaches 28 in Grades K-2 or 33 in Grades 3-5 for ten consecutive days, a report will be made to the Superintendent, who will call a special Board Meeting, if a regular meeting is not scheduled within ten days, to consider solutions to the problem. Any solutions contemplated will be dependent on the space available in the building.

For 6-12:

When enrollment in any academic class exceeds 30 for 10 consecutive pupil attendance days a report will be made to the Board of Education, which will consider possible remedies for such a situation.

19.5 PLANNING AND CONFERENCE PERIOD

- 1.) All full time teachers will have a duty-free planning and conference period each day. The length of this period shall be determined as follows:
 - A. Elementary Teachers Average of thirty (30) minutes
 - B. Junior High One class period
 - C. High School One class period
 - 2.) In addition, all teachers will have at least 40 minutes at the end of the day for common planning time and scheduled meetings.

19.6 STUDENT DISCIPLINE

- A. The parties agree that the teacher has the primary responsibility for discipline within the classroom as well as the responsibility to assist with the discipline elsewhere on school property.
- B. The teacher shall be supported and/or advised by the school administrator. Should a teacher and a principal disagree on the solution of a problem, the decision of the principal shall prevail pending resolution of the disagreement.
- C. Any case of assault upon a teacher shall be promptly reported to the principal and Superintendent.
- D. Any complaint deemed by an administrator to justify investigation and/or subsequent action of any nature shall be brought to the immediate attention of the teacher involved.
- E. School Board policies and procedures for student discipline, suspension and expulsion shall be made known to all teachers.
- F. The Board's attorney shall assist staff members when legal action seems necessary, and when the Board attorney determines there is no conflict of interest.

ARTICLE XX LEAVES

20.1 SICK LEAVE

- A. The Board shall grant full-time teachers sick leave provisions in the amount of 15 days at full pay on the first day of each fiscal year. If any teacher does not use the full amount of annual sick leave thus allowed, the unused portion shall accumulate to a maximum of 360 days. Three (3) additional days will be added each year if no (0) sick days are used.
- B. Sick leave may be used for personal illness or serious illness or death of members of the household or the family, which includes: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave for aunts and uncles shall be limited to ten days per year. One day of sick leave per year may be utilized because of the death of a person who is not a member of the immediate family. A maximum of 20% of the teachers in any building would be allowed a bereavement day at one time.
- C. Teachers within our district who have exhausted all of their available sick leave and personal leave will be able to borrow a maximum of fifteen (15) days per year from their anticipated sick leave allocation for the next school year.

The following provisions will govern the administration of the sick leave:

- 1. The maximum one can borrow is 15 days.
- 2. The days borrowed are to be repaid at the beginning of the new school year.
- 3. Should the teacher leave the district "owing" 15 (or fewer) days, the district shall withhold pay equaling that amount from the final payment of that teacher.

Teachers borrowing sick leave days shall be placed on "furnish proof status" for the remainder of the school year and for the school year immediately following the borrowing of sick leave. "Furnish proof status" shall mean that the teacher shall provide a physician's statement verifying each day of sick leave. Failure to provide a physician's statement for each day of absence shall cause the absence to be "unexcused," and shall subject the teacher to corrective progressive discipline. Exceptions to being placed on "furnish proof status" shall include but not be limited to the borrowing of sick leave that is a result of serious illness of the teacher, serious illness of the teacher's family member, maternity leaves, and bereavement leave. Other situations may be brought to the Superintendent by the H.E.A. on a case by case basis for consideration. The Superintendent's decision to impose corrective progressive discipline under this provision shall be final and not subject to Article VII – Grievance Procedure.

20.2 COURT WITNESS AND JURY DUTY LEAVE

- A. Teachers are encouraged to participate in the democratic tradition of Jury Duty.
- B. Any teacher who serves as a member of a jury or is subpoenaed, as a court witness shall continue to draw his/her regular salary provided that all monies received from such duties shall be turned over to the district except monies received for food and travel.

20.3 PERSONAL LEAVE

- A. The Board shall grant teachers three (3) non-cumulative days of personal leave without loss of pay or other benefits.
- B. Two half-days may be used as one full day (No smaller fractional days).
- C. Teachers may accumulate one (1) unused personal day to be used the following year. Personal days may not be borrowed from future years.
- D. Personal leave days may be taken during the first and last week of school or on work days immediately preceding or following a holiday with the following limitations: no more than one teacher may take personal leave per building on any day constituting the first and last week of school (a week is defined as five (5) pupil-teacher attendance days) or immediately preceding or following a holiday. Personal leave shall be granted on a first come, first serve basis.
- E. No more than ten percent (10%) of the teachers from any attendance center shall be granted personal leave on any pupil-teacher day; in the event that 10% of the number of teachers at any attendance center constitutes a percentage other than an even number of teachers then the next highest full unit shall be deemed to be applicable for the purpose of the 10% computation.
- F. Advance written notice shall be submitted to the principal as far in advance as possible.
- G. Personal Leave Form

Name_	Date	
Date of Leave Requested		
	Signature	
	Principal	
	Superintendent	

- H. The Board may make exceptions with respect to the provisions hereof in the event of extreme emergency.
- I. At the end of each school year, unused personal leave that is not accumulated to be used the following school year in accordance with

21.3 C shall automatically roll over to accumulated sick leave unless a teacher requests to receive a bonus of \$35.00 per day for each day of personal leave not taken. If such request is made, the bonus will be payable the second pay date in the month of June of the current school year.

20.4 MILITARY DUTY

- A. A teacher called to active duty in the Armed Forces of the United States shall be granted a leave of absence corresponding to the period of time he/she remains in active duty. He/she must notify the Superintendent and Board of Education in writing of his/her intention to return to teaching thirty (30) calendar days prior to his/her discharge from active duty when possible. The date of his/her actual return to teaching shall be mutually determined between himself/herself and the Superintendent. A person's contractual continued service status shall not be affected by such leave, and upon his/her return he/she shall be granted credit on the salary schedule as though he/she had been teaching during the period of the leave of absence. A teacher employed to replace one in military duty shall not acquire contractual continued service.
- B. A member of the Illinois National Guard or Reserve called into active emergency duty shall be granted leave with full pay for up to two weeks. An amount equal to the payment from the State of Illinois for such duty will be subtracted from the teacher's regular salary.

20.5 HEALTH LEAVE

- A. Teachers shall be granted a leave of absence of up to one school year without pay for personal health reasons. Such leave shall be granted upon written application by the teacher and validation of need form from the teacher's attending physician. Such request shall be made in writing to the Board of Education at least sixty (60) calendar days in advance of the effective day of the leave, except in cases of immediate emergency. The contractual continued service status of the teacher shall not be affected. Accumulated sick leave days may not be used during the leave of absence. Upon return to teaching, the teacher shall be placed on the salary schedule at the point coinciding to his/her position at the time the leave of absence began.
- B. Such a leave may be renewed upon written application of the teacher for an extension not to exceed one year.

20.6 SABBATICAL LEAVE

The Board of Education may grant sabbatical leave of up to one school year to certified personnel under the following conditions:

- A. The leave would be granted only on condition that the recipient follows a course of study in a recognized college or university which would be beneficial to the Unit No. 3 system, either as it applied to the entire Unit or to the work of the recipient within the unit.
- B. The potential recipient must have filed with the Superintendent an outline of the projected course of study along with the application for sabbatical. These shall have been filed no later than April 1 preceding the effective date of the proposed leave if it is to be for one year or for the first semester only, and it shall have been filed no later than October 1, if the proposed leave is for the second semester.
- C. No more than three (3) persons from Unit No. 3 may be granted sabbatical leave at one time.
- D. No one will be granted sabbatical leave unless he or she has at least a Master's Degree and shall have completed six (6) years of teaching in Unit No. 3. Neither shall a person be eligible for subsequent sabbatical leaves until completion of six (6) years of teaching in Unit No. 3 since the last such leave.
- E. A person granted sabbatical leave must sign a pledge to teach two (2)

semesters for each one (1) semester of sabbatical leave granted in Unit No. 3 beginning with the school term immediately following the term of the leave. Failure to comply with the terms of this pledge will necessitate a refund to the Unit of all monies received by the recipient during the term of the sabbatical leave.

- F. A person granted a sabbatical leave shall receive from the Board of Education payment equal to half the amount of salary he/she would receive for teaching during the period of the leave or the base pay on the salary schedule for that year, whichever amount is greater.
- G. A person on sabbatical retains tenure status and accumulated sick leave benefits upon his/her return to the Unit. Upon his/her return to teaching, he/she would be placed on the salary schedule as though he/she had taught during the period of the leave.

20.7 OBSERVATION OPPORTUNITY FOR NON-TENURE TEACHERS

Non-tenure teachers shall be afforded the opportunity at least twice each semester until tenure status is reached to observe more experienced teachers in the district. Released time up to one full day shall be provided to the non-tenure teacher involved on each occasion subject to the approval and counsel of the building principal. Requests for the observation opportunity shall be made at least one week in advance to the building principal.

20.8 VISITATION TO OTHER SCHOOLS

Teachers shall be afforded the opportunity for visitation outside the school district. The visitation shall be related to the assignment of the teacher and shall be applied for to the building principal and Superintendent in writing for approval in advance of the anticipated visitation. A substitute will be provided by the Board. If the visitation pertains to committee work for the Unit, mileage and meals shall be provided. A comprehensive written report shall be made available to all concerned.

20.9 PROFESSIONAL LEAVE

The Board shall grant leaves of absence without pay of up to one year to certificated personnel elected to full-time offices in state or national professional organizations, or who are appointed as consultants or advisors in projects or programs of an education-related nature sponsored by an accredited college or university or a governmental agency.

Application for such leave must be submitted to the Board in writing by one applicant at least sixty (60) days prior to the opening of the school year for which leave is requested.

Persons granted such leave shall retain tenure rights upon their return to Unit No. 3.

20.10 CHAPERONE

When a school official requests a teacher to chaperone while school is in session, that teacher will not suffer a loss of pay or be required to take a personal day or sick leave.

ARTICLE XXI CURRICULUM COUNCIL

21.1 CURRICULUM COUNCIL

- A. A curriculum Council shall be established to meet on a regular basis to study and recommend improvements to the overall educational program of the district. The decision of the Board of Education on any recommendation is final.
- B. The Council members shall consist of the Superintendent, principal representative, two staff members from East Side, West Side, Middle School, and three members from the high school. The selection of these

- members will be jointly done with the HEA President and the Superintendent of Schools.
- C. The Board shall receive and act on plans and/or proposals originated by the Curriculum Council.
- D. The Curriculum Council is authorized to create such subcommittees as it deems necessary to carry out its function.
- E. Released and/or shared time meetings will be utilized for this work.

ARTICLE XXII STUDENT TEACHER POLICY

22.1 STUDENT TEACHER POLICY

Recognizing the desirability of assisting in the professional preparation of prospective teachers, the parties agree to the following procedures concerning student teachers:

- A. A supervising teacher shall possess at least a bachelor's degree and have at least three (3) years of teaching experience.
- B. The supervising teacher shall supervise only in his/her field of major preparation.
- C. Student teacher supervision shall be entirely voluntary on the part of the Unit staff member.
- D. A student teacher shall not be used as a substitute teacher.
- E. The Superintendent shall each year in writing acquaint each staff member with the details of the arrangements of any student teacher program with any institution of higher learning, including but not limited to the remuneration and tuition waiver policies.
- F. No teacher shall be requested to accept more than one student teacher per school term except in boys' and girls' physical education classes.
- G. The Board of Education agrees that before entering into any agreement with any institution of higher learning concerning the acceptance of student teachers, it will consider recommendations from the HEA if presented.

ARTICLE XXIII EVALUATION PROCESS

23.1 EVALUATION PROCESS

- A. The teaching performance of regular full-time teachers shall be evaluated by a qualified evaluator as follows:
 - Non-tenured teachers will be evaluated once every school year. The performance evaluation shall include three (3) observations, two (2) of which must be formal.
 - Tenured teachers who receive either an "excellent" or "proficient" performance evaluation rating in his or her last evaluation will receive a performance evaluation once every two years. The performance evaluation shall include two (2) observations, one of which must be formal.
 - Each formal observation shall be preceded by a conference between the evaluator and the teacher. In advance of the conference the teacher shall submit a written lesson plan or evidence of planning for instruction. During the pre-conference, the teacher and evaluator shall discuss the lesson and mutually establish a date and time for the formal observation.
 - If the formal observation is canceled by the teacher or evaluator, the rescheduling of the formal observation shall be determined by mutual agreement.
 - A formal observation shall involve one of the following: a classroom observation of 45 minutes, a complete lesson or an

- entire class period. "Informal observation" means observation of a teacher, by a qualified evaluator that is not announced in advance of the observation and not subject to a minimum time requirement. If the informal observation is to be used in the performance evaluation, it must be in writing and the teacher given an opportunity for conference.
- Observations may not occur before the twentieth school day nor later than forty-five (45) calendar days before the end of the school year, with the exception of teachers on a remediation plan.
- B. The instrument of assessment shall be the <u>Evaluation Form(s)</u> adopted by the Joint Evaluation Committee for use in evaluating both classroom teachers and specialists. (see ADDENDUM A). A Performance Evaluation Reform Act (PERA) Joint Committee shall be established consisting of the HEA President, the Superintendent, one HEA member from each building appointed by the HEA President and one Administrator from each building.
- C. Teachers shall be informed of the evaluation process within the first twenty (20) school days each year. Included in the information shall be a copy of the <u>Evaluation Form</u>, a sample lesson plan form, and any other information pertaining to the evaluation process. Teachers who teach in more than one building, will be evaluated in the building where they spend the largest part of their teaching time.
- D. A post-conference meeting between the teacher and evaluator to discuss the evidence collected during the formal observation will be held within ten (10) school days of the formal observation. The evaluator will provide written (electronic or paper) feedback to the teacher.
- E. The completed Performance Evaluation Form shall be given to the teacher within ten (10) school days of the post conference meeting. If the teacher feels that he/she has received an inaccurate or unjust evaluation, he/she may at that time, or at a later meeting, attempt to reconcile the difference of opinion. If agreement cannot be reached, the teacher shall be granted, upon request, an additional evaluation by a qualified evaluator to take place the following school year and may suggest the identity of such evaluator. The final selection of such alternate shall in any case be the sole prerogative of the Superintendent or his designee.
- F. The teacher, has the right to submit a response he/she and have it attached to the Performance Evaluation Form. He/she shall not be discriminated against as a consequence of such submission.
- G. The Performance Evaluation Form shall be signed by both the evaluator and the teacher. Such signature by the teacher does not indicates agreement, but <u>only</u> that he/she has been made aware of the contents. A copy of the Performance Evaluation Form shall be placed in the teacher's personnel file after being signed by both parties.

23.2 UNSATISFACTORY EVALUATIONS – REMEDIATION PROCEDURE

- A. <u>Any</u> teacher that receives an Unsatisfactory Performance summative rating shall within thirty (30) calendar days receive a remediation plan designed to correct the areas identified as Unsatisfactory provided the teachers' deficiencies are deemed remediable by the Board.
 - 1. The remediation plan shall provide for monthly evaluations conducted

by a qualified evaluator during the ninety (90) day remediation.

- a. The monthly evaluations under a remediation plan shall not be invalidated for failure to strictly comply with the timelines for the required evaluations because of illness or leaves granted a teacher.
- b. The qualified evaluator shall conduct the final evaluation at the conclusion of the remediation plan. The evaluation at the end of the remediation shall include only those items on performance evaluation rated "unsatisfactory" and shall not be considered a performance evaluation.
- 2. Any teacher who successfully completes the ninety (90) day remediation plan by receiving a Proficient or better rating will be granted upon request the option of being evaluated the next two (2) consecutive school years, instead of being evaluated in the following school year and placed back on the biennial cycle.
- 3. All remediation plans shall require the participation of the teacher, a qualified evaluator, and a consulting teacher.
 - a. Certified full-time teachers who would like to volunteer to be a consulting teacher, should notify the Superintendent in writing.
 - b. The consulting teachers shall be selected by the Superintendent. Only those teachers with an overall rating of "Excellent" in their most recent performance evaluation may be selected as consulting teachers. A consulting teacher will be selected from the same or a similar teaching area as the teacher under remediation.
 - c. Remediation plans shall be individualized to meet the needs of the teacher under remediation, shall be in writing and shall be prepared in consultation with the Principal, Consulting Teacher, Superintendent and teacher under remediation.
 - d. The participation of any consulting teacher in a remediation plan shall be voluntary. When no consulting teacher is available in the District, a consulting teacher shall be requested from the State Board of Education by the Superintendent.
 - e. Any teacher under a remediation plan may request a change in the consulting teacher in the first month of the remediation plan. Any request for such change will be reviewed by the building principal, Superintendent, and the HEA President. A decision shall be reached by majority decision of the Principal, Superintendent and the HEA President. If during a remediation plan, a consulting teacher becomes unavailable, a new consulting teacher shall be selected in the same manner as the initial consulting teacher.
 - f. Consulting teachers shall be provided release time and be compensated at a rate of \$12.00 per hour. Total compensation for each case shall not exceed \$120.00.
 - g. Consulting teachers shall provide advice to the teacher under remediation on how to improve teaching skills and to successfully complete the remediation plan. A consulting teacher shall not participate in any of the required evaluations, nor to evaluate the performance of a teacher under remediation.

- h. The consulting teacher shall be informed of the results of the monthly evaluations in order to continue to provide assistance to the teacher under a remediation plan.
- i. All remediation plans shall contain a provision that any teacher failing to complete a ninety (90) day remediation plan with a Proficient or better rating shall be dismissed in accordance with Section 24-12 of The School Code, 105 ILCS 5/24-12.
- j. The Board agrees not to change job descriptions or Performance Evaluation forms without Joint Evaluation Committee input.
- 23.3 Teachers who receive a "needs improvement" will receive a professional development plan that is mutually developed between the evaluator and the teacher. The length of the plan shall be mutually determined.

ARTICLE XXIV EFFECT OF AGREEMENT

- 24.1 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary mutual consent of both parties in a written amendment.
- 24.2 The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.
- 24.3 Should any article, section, or clause of this AGREEMENT be declared illegal by court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.

This contract also parallels with the House Bill 1530 and all statutes included in that bill.

24.4 This agreement shall be in effect from July 1, 2016, until June 30, 2018.

Dated:	Dated:
Debbie McGowan, HEA President	Chris Penrod, Board President
 Julie McRoy, HEA Secretary	Jeffrey Drake, Board Secretary

Harrisburg Community Unit School District #3 Teacher Appraisal Program - Plan I: Introduction; A Framework of Professional

Standards for Effective Teaching

Teacher's Name:		Evaluator:	
School:	☐ West Side Primary School ☐ East Side Intermediate School ☐ Harrisburg Middle School ☐ Harrisburg High School ☐ Evaluation #1		Evaluation #2
Pre-Observation Conference:		Pre- Observation Conference:	
Observation(s):		Observation(s):	
Post-Observation Conference:		Post- Observation Conference	

DOMAIN 1: PLANNING AND PREPARATION					
Component 1a: Demonstrating Knowledge of Content and Pedagogy					
Unsatisfactory	Needs Improvement	Proficient	Excellent		
In planning and practice, teacher makes content errors or does not correct errors made by students. Teacher's plans and practice display little understanding of prerequisite relationships important to student learning of the content. Teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content.	Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another. Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete. Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.	Teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another. Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts. Teacher's plans and practice reflect familiarity with a moderate range of effective pedagogical approaches in the discipline.	Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines. Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provides a link to necessary cognitive structures by students to ensure understanding. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, which indicates		
□ 1	□ 2		anticipating student misconceptions.		
		□ 3	□ 4		

DOMAIN 1: PLANNING AND PREPARATION						
Compo	Component 1b: Demonstrating Knowledge of Students					
Unsatisfactory	Needs Improvement	Proficient	Excellent			
Teacher demonstrates little or no understanding of how students learn, and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	Teacher demonstrates some understanding of how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	Teacher understands the active nature of student learning, and attains information about levels of development for groups of students. The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.			
<u> </u>	□ 2	□ 3	□ 4			

DOMAIN 1: PLANNING AND PREPARATION 1c: Setting Instructional Outcomes					
Unsatisfactory	Needs Improvement	Proficient	Excellent		
Outcomes represent low expectations for students and lack of rigor, nor do they all reflect relevance in the discipline. Outcomes are stated as activities, rather than as student 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 relevance in the discipline, and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration. Most of the outcomes are suitable for most of the students in the class based on global assessments of student learning.	Most outcomes represent rigorous and relevance in the discipline. All the instructional outcomes are clear, written in the form of student learning, and suggest viable methods of assessment. Outcomes reflect several different types of learning and opportunities for coordination. Outcomes take into account the varying needs of groups of students.	All outcomes represent rigorous and relevance in the discipline. The outcomes are clear, written in the form of student learning, and permit viable methods of assessment. Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration. Outcomes take into account the varying needs of individual students.		
<u> </u>	□ 2	□ 3	□ 4		

DOMAIN 1: PLANNING AND PREPARATION 1e: Designing Coherent Instruction				
Unsatisfactory	Needs Improvement	Proficient	Excellent	
The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The activities and are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.	Some of the learning activities and materials are suitable to the instructional outcomes, and represent a moderate cognitive challenge, but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort at providing some variety. The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.	The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students. The lesson or unit has a clear structure with appropriate and varied use of instructional groups. Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students.	The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs. The learning activities designed to engage students in high-level cognitive activity. These are differentiated, as appropriate, for individual learners. Instructional groups are varied as appropriate. Plans represent the coordination of in depth content knowledge, understanding of different students' needs and available resources (including technology).	
□ 1	□ 2	□ 3	□ 4	

DOMAIN 1: PLANNING AND PREPARATION 1f: Designing Student Assessments				
Unsatisfactory	Needs Improvement	Proficient	Excellent	
Assessment procedures are not congruent with instructional outcomes; the proposed approach contains little or no criteria or standards. Teacher does not incorporate formative assessment in the lesson or unit, nor any plans to use assessment results in designing future instruction.	Some of the instructional outcomes are assessed through the proposed approach, but others are not. Assessment criteria and standards have been developed, but they are not clear. Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes. Teacher uses assessment results to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students. Assessment criteria and standards are clear. Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used. Teacher uses assessment results to plan for future instruction for groups of	Teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards. Assessment methodologies have been adapted for individual students, as needed. The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher uses assessment results to plan future	
□ 1	□ 2	students.	instruction for individual students.	

Domain 1: 1	Planning and Preparation Rating	1 🔲	$2\square$	3□	4□

DOMAIN 2: THE CLASSROOM ENVIRONMENT					
2	a: Creating An environme	nt of respect and rapport			
Unsatisfactory	Needs Improvement	Proficient	Excellent		
Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, putdowns, or conflict. Teacher does not deal with disrespectful behavior.	Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral conveying neither warmth nor conflict.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students. Students exhibit respect for the teacher. Interactions among students are generally polite and respectful. Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.	Teacher-student interactions among the teacher and individual students are highly respectful, reflecting genuine warmth, caring, and 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 of interactions is that of connections with students as individuals.		
□ 1	□ 2	□ 3	□ 4		

DOMAIN 2: THE CLASSROOM ENVIRONMENT 2b: Establishing a culture for learning					
Unsatisfactory	Needs Improvement	Proficient	Excellent		
The classroom culture is characterized by a lack of teacher or student commitment to learning, and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued. Medium to low expectations for student achievement are the norm with high expectations for learning reserved for only a few students.	The classroom culture is characterized by little commitment to learning by teacher or students. The teacher appears to be only "going through the motions," and students indicate that they are interested in completion of a task, rather than quality. High expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	The classroom culture is characterized by a genuine commitment to learning. Learning is valued by all with high expectations for learning the norm for most students. The teacher conveys that with hard work students can be successful; students understand their role as learners and consistently expend effort to learn. Classroom interactions support	The classroom culture is characterized by a genuine commitment to learning. Learning is valued by all with high expectations for learning and hard work being the norm for all students. Students assume responsibility for high quality by initiating improvements, making revisions, adding detail and/or helping peers.		
<u> </u>	□ 2	learning and hard work.	□ 4		

DOMAIN 2: THE CLASSROOM ENVIRONMENT				
Unsatisfactory Much instructional time is lost due to inefficient classroom routines and procedures. There is little or no evidence of the teacher managing instruction, transitions, and/or the handling of materials and supplies effectively. There is little evidence that students	2c Managing classr Needs Improvement Some instructional time is lost due to only partially effective classroom routines and procedures. The teacher's management of instruction, transitions, and/or the handling of materials and supplies is inconsistent, leading to some disruption	Proficient There is little loss of instructional time due to effective classroom routines and procedures. The teacher's management of instruction, and/or the handling of materials and supplies are consistently successful. With minimal	Excellent Instructional time is maximized due to efficient classroom routines and procedures. Students contribute to the management of instruction, transitions, and/or the handling of materials and supplies. Routines are well	
know or follow established routines.	of learning. With regular guidance and prompting, students follow established routines.	guidance and prompting, students follow established classroom routines.	understood and may be initiated by students.	

DOMAIN 2: THE CLASSROOM ENVIRONMENT 2d Managing Student Behavior						
Unsatisfactory	Needs Improvement	Proficient	Excellent			
There appear to be no established standards of conduct, and little or no teacher monitoring of student behavior. Students challenge the standards of conduct. Response to students' misbehavior is repressive, or disrespectful of student dignity.	Standards of conduct appear to have been established, but their implementation is inconsistent. Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior. There is inconsistent implementation of the standards of conduct.	Standards of conduct have been established and implementation is consistent. The teacher monitors student behavior against established standards of conduct. Teacher response to student misbehavior is consistent, proportionate and respectful to students and is effective.	Standards of conduct have been established and implementation is consistent. Students take an active role in monitoring their own behavior. Teachers' monitoring of student behavior is subtle and preventive. Teacher's response to student misbehavior is sensitive to individual student needs and respects students.			
□ 1		□ 3	□ 4			

Domain 2: The Classroom Environment Rating $1 \square 2 \square 3 \square 4 \square$

DOMAIN 3: INSTRUCTION Component 3a: Communicating With Students				
Unsatisfactory	Needs Improvement	Proficient	Excellent	
The instructional purpose of the lesson is unclear to students and the directions and procedures are confusing. Teacher's explanation of the content contains major errors. The teacher's spoken or written language contains errors of grammar or syntax. Vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion. Teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow. Teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement. Teacher's spoken language is correct; however, vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.	The instructional purpose of the lesson is clearly communicated to students, including where it is situated within broader learning; directions and procedures are explained clearly. Teacher's explanation of content is clear and accurate, and connects with students' knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement. Teacher's spoken and written language is correct. Vocabulary is appropriate to the students' ages and interests.	The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding. Teacher's explanation of content is thorough and clear, logically developing conceptual understanding. Students contribute to extending the content, and in explaining concepts to their classmates. Teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.	
<u> </u>	□ 2	□ 3]	

DOMAIN 3: INSTRUCTION					
3b: Using Questioning and Discussion Techniques / Using questioning /prompts and discussion					
Unsatisfactory	Needs Improvement	Proficient	Excellent		
Teacher's questions are of low cognitive challenge, single correct responses, and asked in rapid succession. Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers. A few students dominate the discussion.	Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance. Alternatively the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved. Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, with uneven results.	While the teacher may use some low-level questions, he or she poses questions to students designed to promote student thinking and understanding. Teacher creates a genuine discussion among students, providing adequate time for students to respond, and stepping aside when appropriate. Teacher successfully engages most students in the discussion, employing a range of strategies to ensure	Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high level thinking and discourse, and promote metacognition. Students formulate many questions, initiate topics and make unsolicited contributions. Students invite comments from their classmates during the discussion.		
□ 1		that most students are heard.	□ 4		
	□ 2	□ 3			

DOMAIN 3: INSTRUCTION							
	3c: Engaging Students in Learning						
Unsatisfactory	Needs Improvement	Proficient	Excellent				
The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes, or require only rote responses. The pace of the lesson is too slow or rushed. Few students are intellectually engaged or interested.	The learning tasks or prompts are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most students to be passive or merely compliant. The pacing of the lesson may not provide students the time needed to be intellectually engaged.	The learning tasks and activities are aligned with the instructional outcomes and are designed to challenge student thinking, resulting in active intellectual engagement by most students with rigorous and relevant content, and with teacher scaffolding to support that engagement. The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.	Virtually all students are intellectually engaged in rigorous and relevant content through well-designed learning tasks in full alignment with the instructional outcomes. In addition, there is evidence of some student initiation of inquiry, and student contributions to the exploration of important content. The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning. Students may have some choice in how they complete tasks and				
□ 1	□ 2	□ 3	may serve as resources for one another.				

DOMAIN 3: INSTRUCTION						
	3d: Using Assessment in Instruction					
Unsatisfactory	Needs Improvement	Proficient	Excellent			
There is little or no assessment or monitoring of student learning; feedback is absent, or of poor quality. Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.	Assessment is used sporadically to support instruction, through some monitoring of progress of learning by teacher and/or students. Feedback to students is general, and students appear to be only partially aware of the assessment criteria used to evaluate their work but few assess their own work. Formative assessments are rarely used to diagnose learning.	Assessment is used regularly in instruction, through moderate use of formative assessment. Feedback is accurate and specific and advances student learning. Students appear to be aware of the assessment criteria; some of them engage in self-assessment. Formative assessments are used to diagnose learning.	Assessment is fully integrated into instruction, through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress. A variety of feedback, from both the teacher and peers, is accurate, specific, and advances learning.			
☐ 1	□ 2	□ 3	Formative assessments are regularly used to diagnose learning.			

DOMAIN 3: INSTRUCTION 3e: Demonstrating Flexibility and Responsiveness					
Unsatisfactory	Needs Improvement	Proficient Proficient	Excellent		
Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest. Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.	Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success. Teacher accepts responsibility for student success, but has only a limited repertoire of strategies to draw upon.	Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs and interests. The teacher persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies.	Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests or successfully adjusts and differentiates instruction to address individual student misunderstandings. Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.		
□ 1	□ 2	□ 3			

Domain 3: Instruction Rating	1 🗌	2	3□	4

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES Component for Professional Responsibilities							
Unsatisfactory Needs Improvement Proficient Excellent							
Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or teacher profoundly misjudges the success of a lesson. Teacher has no suggestions for how a lesson could be improved.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met. Teacher makes general suggestions about how a lesson could be improved.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment. Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each. Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the				
<u> </u>	□ 2	□ 3	probable success of different courses of action.				

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES 4b: Maintaining Accurate Records			
Unsatisfactory	Needs Improvement	Proficient	Excellent
Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray. Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective. Teacher's records for noninstructional activities are adequate, but require frequent monitoring to avoid errors.	Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records, is fully effective and updated on a weekly basis.	Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records, is fully effective and updated on a bi-weekly basis. When appropriate, students contribute information and participate in maintaining the records.
□ 1	□ 2	□ 3	□ 4

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES 4c: Communicating with Families			
Unsatisfactory	Needs Improvement	Proficient	Excellent
Teacher communication with families, about the instructional program, or about individual students, is sporadic or professionally inappropriate. Teacher makes no attempt to engage families in the instructional program.	Teacher makes sporadic attempts to communicate in a professional manner with families about the instructional program and the progress of individual students. Teacher does not attempt to engage families in the instructional program.	Teacher communicates frequently with families about the instructional program and conveys information about individual student progress. Teacher makes some attempts to engage families in the instructional program; as appropriate. Information to families is conveyed in a professional manner.	Teacher's communication with families is frequent and professional, with students contributing to the communication. Response to family concerns is handled with sensitivity. Teacher's efforts to engage families in the instructional programs are frequent and successful.
<u> </u>	□ 2	□ 3	□ 4

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES 4d: Participating in a Professional Community			
Unsatisfactory	Needs Improvement	Proficient	Excellent
Teacher's relationships with colleagues are negative or self-serving. Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved.	Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires. Teacher becomes involved in the school's culture of professional inquiry when invited to do so.	Relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry. Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.	Relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty. Teacher takes a leadership role in promoting a culture of professional inquiry. 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 life.
□ 1	□ 2	□ 3	□ 4

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES 4e: Growing and Developing Professionally			
Unsatisfactory	Needs Improvement	Proficient	Excellent
Teacher engages in no professional development activities to enhance knowledge or skill. Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues. Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher participates in professional activities to a limited extent when they are convenient. Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and professional colleagues. Teacher finds limited ways to contribute to the profession.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill. Teacher welcomes feedback from colleagues when made by supervisors or when opportunities arise through professional collaboration. Teacher participates actively in assisting other educators.	Teacher seeks out opportunities for professional development and makes a systematic effort to implement new strategies. Teacher seeks out feedback on teaching from both supervisors and colleagues. Teacher initiates important activities to contribute to the profession.
□ 1	□ 2	□ 3	□ 4

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES 4f: Showing Professionalism				
Unsatisfactory	Needs Improvement	Proficient	Excellent	
Teacher displays dishonesty in interactions with colleagues, students, and the public. Teacher is not alert to students' needs and contributes to school practices that result in some students being ill served by the school. Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations	Teacher is honest in interactions with colleagues, students, and the public. Teacher's attempts to serve students are inconsistent, and does not knowingly contribute to some students being ill served by the school. Teacher's decisions and recommendations are based on limited though genuinely professional considerations. Teacher complies minimally with school and district regulations, doing just enough to get by.	Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public. Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed. Teacher maintains an open mind in team or departmental decision-making. Teacher complies fully with school and district regulations.	Teacher display the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues. Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices. Teacher takes a leadership role in team or departmental decision-making and helps ensure that such decisions are based on the highest professional standards. Teacher complies fully with school and district regulations, taking a leadership role with colleagues.	
1			4	

lence:

Domain 4: Professional Responsibilities Rating	1 🗌	2	3□	4
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Final Summative Rating:	Total Points:	Excellent	3.50 - 4.00
	Average Rating:	Proficient	2.50 - 3.49
		Needs Improveme	ent 1.75 – 2.49
		Unsatisfactory	0.00 – 1.74
Overall Comments:			
Areas for Improvement:			
Attendance: Number of day	ys absent during prior		
Signature of Evaluator	Date Signate	ure of Teacher	Date
Signature indicates only that yo in writing and it will be attached			to respond
*****Please note: If the teach subject to the remediation proc Board of Education.			
Remediation Plan Requ	ired Date Initiated	Expected Completion	ı Date
	Date C	ompleted	

Teacher Self-Evaluation Rubric

Ratings:		
(Duoficion4)	4 – Level 4 (Excellent)	3 – Level 3
(Proficient)	2 – Level 2 (Needs Improvement)	1 – Level 1
(Unsatisfactory)		

Please use the "Rubrics For The Framework For Teaching" in the appraisal instrument for descriptions of ratings.

Domain 2		Domain 3
The Classroom Environment	t	Instruction
a: Creating an Environment of Respect and Rapport		3a: Communicating With Students
b: Establishing a Culture of		3b: Questioning and
Learning		Techniques
e: Managing Classroom Procedures		3c: Engaging Students in Learning
d: Managing Student Behavior		3d: Using Assessment in Instruction
e: Organizing Physical Space		3e: Demonstrating and Responsiveness
	The Classroom Environment a: Creating an Environment of Respect and Rapport —— b: Establishing a Culture of Learning —— c: Managing Classroom Procedures —— d: Managing Student	The Classroom Environment a: Creating an Environment of Respect and Rapport b: Establishing a Culture of Learning c: Managing Classroom Procedures d: Managing Student Behavior

Additional Comments:

ADDENDUM C

MEMORANDUM OF UNDERSTANDING BETWEEN THE HARRISBURG UNIT #3 BOARD OF EDUCATION and the HARRISBURG EDUCATION ASSOCIATION

SUBJECT: COMPUTER LEASE PURCHASE / PAYROLL DEDUCTION PROGRAM

WHEREAS, the Board of Education of Harrisburg Unit #3 Schools wishes to promote the use of technology within the district as well as among employees of the district to enhance the educational programs and instructional processes, and;

WHEREAS, the Board of Education is in a position to offer employees the option to access technology for their personal use through a lease purchase – payroll deduction program; now, therefore,

IT IS AGREED between the Board and the Harrisburg Education Association that said program instituted in February 1996, known as Computer Lease—Purchase/Payroll Deduction Program is of benefit to both the Board and the Harrisburg Education Association membership, and that each endorse and support the concept and the implementation of this program.

DATED this 20th day of February 1996.

Board of Education

Mr. Jim Butler, President
Harrisburg Education Association

Roger Angelly, President