

**2016 NEGOTIATIONS
BETWEEN THE
BOARD OF EDUCATION OF EVANSTON/SKOKIE SCHOOL DISTRICT 65
AND
DISTRICT 65 EDUCATORS' COUNCIL**

***The Board's Comprehensive Package Proposal
to
Resolve All Outstanding Issues***

**SUBMITTED
ON
NOVEMBER 1, 2016**

* The Board reserves the right to add proposals, and to add to, delete, withdraw, modify or otherwise change any proposal or any tentative agreement prior to final agreement of a completed collective bargaining agreement.

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- 4 year term (FY17-FY20)
 - FY17: 1.25% bonus; no step
 - FY18: 1.25% bonus; no step
 - FY19: base increase of 50% of CPI with minimum of 1% and maximum of 2.5%; full step for all current bargaining unit employees
 - FY20: base increase of 50% of CPI with minimum of 1% and maximum of 2.5%; full step for all current bargaining unit employees

 - FY17, FY18, FY19 and FY20: track movement

 - FY17: 1% decrease in employee contributions for HMO
 - FY18, FY19 and FY20: Board and DEC agree to share any additional health insurance increases equally (50%/50% basis), with reopener in FY19 to address the impact of any Cadillac Tax imposed under the ACA

 - Article VIII/Teaching Hours and Differentiated Workload:
 - Board to agree to fifth day of planning time for K-5 classroom teachers/number of classroom pupil contact minutes in third year of four year successor contract

 - Team Planning Time Activities: The Administration can participate in team meetings and **collaboratively** add items to the agenda.

 - **Every reasonable effort shall be made to ensure that the required two hundred (200) minutes of individual planning time (thirty (30) minutes per day of continuous, unscheduled and unassigned planning time, plus an additional fifty (50) minutes per week of individual planning time) are present within the schedules of K-5 teachers who manage IEP caseloads and those teachers who provide related services. If scheduling the required amount of daily and/or weekly planning time becomes problematic, the Assistant Superintendent of Special Services, or her/his designee, shall meet with these teachers to provide assistance in scheduling planning time and reviewing schedules.**

 - One of two monthly faculty meetings reduced to eighty (80) minutes in length

 - **Participation by teachers in school events other than Curriculum Night and Kindergarten Information Night that occur beyond the regular work day is voluntary, and the parties recognize that there are multiple avenues to demonstrate evidence of distinguished professional practice.**

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- Article IV, Section M: In the event that the Council desires to send representatives to local, state, or national conferences or on other business pertinent to Council affairs, these representatives shall be excused without loss of salary, providing the Council reimburses the District for the cost of substitutes for any aggregate not to exceed ~~twenty (20)~~ **twenty-eight (28)** days in any school year for such purposes, and further providing the frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent for his/her approval.
 - Article IV, Section T: **The Council President, or her/his designee, shall be a member of the building interview team for all interviews held for building principals.**
 - Article X/Reductions in Personnel:
 - Section B: If removal or dismissal results from a decision of the Board to decrease the number of teachers employed by the Board or from discontinuance of some particular type of teaching service, written notice shall be given the teacher by registered mail at least forty-five (45) days ~~(sixty (60) days for a tenured teacher)~~ before the end of the school year together with a statement of honorable dismissal and the reason therefor. In all such cases, ~~the Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher not on contractual continued service~~ **the sequence of dismissal shall occur in accordance with Section 24-12 of the Illinois School Code.** ~~If the Board within two (2) calendar years thereafter increases the number of teachers or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to any tenured teachers so removed or dismissed if they are legally qualified to hold such positions.~~
 - Section C: In the event of significant or major overall reductions of staff, the Board's rationale for same will be given to the Council in writing. The general criteria employed by the Board in making decisions on staff to be reduced will also be communicated. ~~The Board shall have no obligation whatsoever hereunder to divulge any information or personnel decisions regarding any individuals.~~ Also, the parties understand that overall and specific Board decisions on staff reduction are not subject in any way to the grievance and arbitration provisions of this Agreement. This limitation on grievability shall not affect an employee's right to grievance with respect to the procedures provided in R.I.F. clauses of this contract or if other rights under the contract are violated.
 - Section D: **Annually, the District shall establish an Honorable Dismissal List categorized by positions and the groupings defined in Section 24-12 of the Illinois School Code. The Honorable Dismissal List shall incorporate the agreements reached by the Joint RIF Committee, including but not limited to**

the movement of teachers in Group 2 who receive a rating of Proficient or Excellent after receipt of a rating of Needs Improvement into Group 3. Copies of the Honorable Dismissal List shall be distributed to the Council at least seventy-five (75) days before the end of the school term.

Length of continuous service in employment with the District will be measured on the basis of actual, uninterrupted full-time service from the date of the initial active employment. Length of continuous service will not be interrupted by approved leaves of absence. In the event of a tie on the length of continuous service, the position on the teacher salary schedule will be the next determining factor. Higher lateral position on the salary schedule will take precedence over a lower position. Should a tie still result, the teacher with the most college credit hours will take precedence.

- 1. "Uninterrupted" refers to continued employment which has not been severed or more specifically, denotes the fact that the tenured status of the teacher has not ceased.
- 2. Once tenure status has been achieved, voluntary part-time service shall not constitute interruption of continuous service.
- 3. Once tenure has been achieved, involuntary part-time service shall not constitute interruption of continuous service.
- 4. That period of time during which a ~~tenured~~ teacher is eligible for recall under the provisions of this Agreement shall not constitute interruption of continuous service.
- 5. Seniority credit will be given for all years of full-time service (for at least 90 days) during any continuous uninterrupted period of active employment. This shall be subject to Paragraph 11 of Article XD, which provides for pro-rata accumulation of involuntary time service after September 1, 1980.through (6): agree
- 6. ~~A tenured teacher who is dismissed due to a reduction in force and who becomes certified or qualified for additional position(s) shall retain his/her District seniority rights for positions available the succeeding year over any other RIF'd employee who has less District seniority and who is certified and/or qualified in the same area(s). The teacher shall have the responsibility of keeping the District informed of any additional certification.~~

~~Tenured teachers laid off or honorably dismissed under this article shall be recalled in reverse order (last out, first back) for any vacancy which occurs~~

~~in the classification from which they were laid off within two years for which they are properly qualified.~~ **If the Board has any vacancies for the following school year or within one calendar year from the beginning of the following school year, those positions thereby becoming available shall be offered to the teachers dismissed under this provision in accordance with Section 24-12 of the Illinois School Code, with the following two exceptions: (1) teachers from RIF Group 2 shall have recall rights for any vacancies they are qualified to hold that occur within the period from the beginning of the following school term through February 15th of the following school term; and (2) teachers from RIF Groups 3 and 4 shall have recall rights for any vacancies they are qualified to hold that occur within the following two calendar years.** They shall be notified of such vacancy by registered or certified mail at their last known address. The teacher shall have ten (10) days from date of notification to inform the Board of whether or not she/he will accept the position. Failure to respond within this time limit shall constitute waiver of their re-employment rights within the District.

~~As any vacancies occur in the District, tenured teachers dismissed through R.I.F. will be given initial due consideration for re-employment. During the first year of lay off, the District will keep applications active. Thereafter, the teachers must assume responsibility for annually activating their candidacy. However, re-employment of any laid off teacher in any classification other than those in which the teacher held seniority is, of course, wholly discretionary with the Board.~~

- 7. These procedures shall not be implemented in such manner as to ~~cause any reductions in the current District wide ratio of minority teaching staff in District #65~~ **impair the operation of any District policies committed to achieving diversity in its workforce.**
- 8. Once a teacher has become tenured, such status shall not be affected by her/his voluntary or involuntary assignment to part-time teaching.
- 9. For the purpose of seniority, only full-time employment (for at least 90 days) shall be counted, except as specified in #11 below.
- 10. Teachers who wish to become part-time teachers shall so advise the ~~Director~~ **Assistant Superintendent** of Human Resources in writing **by February 1st.**
- 11. The seniority status of tenured teachers reduced to part-time shall not be affected by such reduction, and they shall continue to accumulate

seniority on a pro-rata basis beginning September 1, 1980. (For example: teaching two years at half-time would equal one full year of seniority.)

- ~~12. A full time teacher who teaches in more than one classification shall have seniority in each as long as they continue to actively teach in each classification.~~
 - ~~13~~12. Recalled teachers shall have the accumulated sick leave, salary schedule placement, and seniority they had when honorably dismissed.
 - ~~14~~13. A teacher on recall who declines a full-time position shall be removed from the recall list. A teacher on recall who declines a part-time position shall be retained on the recall list.
 - ~~15~~14. The Council President's seniority shall not be negatively affected by her/his contractual released time.
- Section E: Teachers with at least two (2) years of service to the District who are removed or dismissed due to a Board decision to decrease the number of teachers employed by the Board or from discontinuance of some particular type of teaching service shall be placed on a list of active eligible applicants.
 - Section F: Administrative and non-bargaining unit professional personnel who are assigned to a bargaining unit position shall be allowed to exercise their district-wide seniority for a position for which they are qualified, assuming their seniority entitles them to do so. Such placement shall be effected by the administrator moving to the classification which results in bumping the least senior bargaining unit member. Further, such professional non-bargaining unit personnel shall be placed on the appropriate Track and Step of the salary schedule on the same basis as any other unit member.
 - Section G: **The RIF Joint Committee as defined in Section 24-12 of the School Code shall meet annually and shall include an equal number of Council representatives appointed by the Council President and administrators appointed by the Superintendent.**
- Article XII/Teacher Evaluations:
 - Section A: The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction, which includes teaching and implementing the approved District curriculum, instructional programs, and strategies, as well as demonstrated evidence of ~~effectively planned lessons~~ **professional practice and positive impact on student achievement.** The parties recognize the importance

and value of a procedure for assisting and evaluating the progress and success of all teachers.

- Section C: Within four (4) weeks of the beginning of each school year, the building principal(s) shall acquaint each teacher under his/her supervision with building orientation procedures and work expectations for attendance, arrival and departure. Further, the building principal shall advise each teacher as to whom shall observe and evaluate her/his performance and of the applicable standards and instruments. No formal evaluation of classroom duties and responsibilities shall take place until such orientation has been completed. New teachers, **and** reassigned teachers, ~~itinerant teachers and building substitutes~~ shall be notified by her/his building principal of the evaluation procedures in effect. Such notification shall be within four (4) weeks of the first day in a new assignment. ~~Every substitute teacher new to the District shall be notified in writing by the Human Resources Office of the evaluation procedures in effect.~~ The Board and Administration shall discuss with the Council any changes in the evaluation procedures or instrumentation prior to implementation and in ample time for Council input.
- Section F: ~~Unless absent for at least twelve (12) consecutive workdays, non-tenured teachers in their first two years of employment shall have at least three (3) formal observations during each year at reasonable intervals, and non-tenured teachers in their third and fourth years of employment shall have at least two (2) such formal observations.~~ **At reasonable intervals, non-tenured teachers and Head Start probationary teachers shall be formally observed three (3) times in their first two (2) years. After their second year, at reasonable intervals, non-tenured teachers and Head Start probationary teachers shall be formally observed two (2) times and informally observed one (1) time.** The first observation shall take place before the winter break, the second observation shall take place by the end of the second trimester, and the third and any other observations are to be made at the discretion of the evaluator. (Notwithstanding the foregoing language in this Paragraph F., for any teacher hired on or after October 15th, he/she shall have ~~at least two (2)~~ **three (3)** formal observations during that first year, at reasonable intervals, and the requirement for the first formal observation before winter break will be waived.) All formal observations shall be compiled prior to March 15, if continued employment is not recommended in accordance with Section 24-11 of the Illinois School Code.
- Section G: A tenured teacher **or a non-probationary Head Start teacher who has received an “Excellent” or “Proficient” performance evaluation rating in his or her last performance evaluation** shall be evaluated at least every other school year, **with at least two (2) observations, of which one (1) must be formal. If a tenured teacher is not formally observed within a school year, the evaluation rating shall remain from the preceding year. A tenured teacher or**

non-probationary Head Start teacher who has received a “Needs Improvement” or “Unsatisfactory” performance evaluation rating in his or her last performance evaluation shall be formally observed at least three (3) times during the school year following such evaluation rating. The classroom observation preceding this evaluation shall be made prior to May 1 of any given school year.

- Section H: Any informal observations which are to be used to evaluate the teacher shall be compiled in writing and discussed with the teacher. A copy of the written compilation shall be given to the teacher. **The Joint Evaluation Committee shall explore and develop informal observation tools to be made available to administrators.**
- Section I: The administrator responsible for the evaluation of classroom duties and responsibilities shall evaluate each teacher in writing.
 - 1. Each formal written evaluation shall be preceded by at least one classroom observation of at least thirty (30) consecutive minutes.
 - 2. A copy of each formal observation report shall be given to the teacher.
 - 3. A conference shall be held between the teacher and the evaluator within ten (10) school days following the formal classroom observation ~~unless both the teacher and evaluator agree to dispense with the conference.~~
 - 4. A copy of each formal end of the year written evaluation, which includes the overall rating, shall be given to the teacher and signed by the evaluator and teacher at the end of the year conference. However, if as a result of this conference the evaluator wishes to change any of the evaluation narrative, the evaluator shall write “Preliminary” on the first narrative and provide the revised narrative to the teacher within one week and both the evaluator and teacher shall sign the revised document. In that case, only the revised narrative shall be placed in the teacher’s personnel file.
- Section N: By October ~~15th~~ **30th**, the **Assistant Superintendent of Human Resources Director** will provide the Council President with a summary of the previous year’s data on Danielson, Student Growth, and Summative ratings disaggregated by departments district-wide, within elementary schools by the following five groups: (1) primary, (2) intermediate, (3) homeroom, (4) all other, and (5) overall, and within middle schools by core content teachers, all other, and overall.

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- Section O: A tenured teacher whose services are being considered for termination shall be advised by the Superintendent or his/her designee of her/his rights under the Teacher Tenure Act (Sections 24-12 through 24-16 of the School Code). Such notification of termination shall be in the form of a registered letter, which shall include a statement of charges from the Board, the times, and names of witnesses. **The probationary period for newly-hired Head Start teachers will mirror the non-tenured period for teachers. Currently, that period is four continuous years of full-time service. Once a Head Start teacher has completed the probationary period, she/he shall not be discharged except for just cause. A non-probationary Head Start teacher may not challenge her/his dismissal via the tenured teacher dismissal hearing process. A non-probationary Head Start teacher may utilize the contract's grievance and arbitration process to challenge a dismissal action.**

 - Section Q: The District and the Council agree as follows with respect to the use of Consulting Teachers pursuant to the District's teacher evaluation plan.
 - 2. The District shall select the Consulting Teacher from a roster of five (5) qualified teachers which shall be submitted to the Superintendent or designee by the ~~Association~~ **Council** on a timely basis. (If the ~~Association~~ **Council** fails to so submit such a list on a timely basis the District shall select a qualified teacher—whose services shall then be voluntary—to be the Consulting Teacher.) If less than five (5) teachers are qualified the ~~Association~~ **Council** shall submit the names of all qualified teachers to the Superintendent or designee. (The District will provide a list of all teachers who have the requisite rating, and who agree to permit the District to do so, to the ~~Association~~ **Council**.)

 - 3. If the Consulting Teacher ceases to be able to perform the consulting teacher function the District shall promptly select a substitute Consulting Teacher from the roster submitted by the ~~Association~~ **Council**—or if no such roster was submitted—from among the other qualified teachers. The remediation plan shall continue in full force and effect except that it will be amended by the substitution of the new Consulting Teacher.

 - 7. Each teacher who assumes the responsibility and performs the duties of a Consulting Teacher shall be paid an additional ~~one hundred fifty two~~ **hundred fifty** dollars (~~\$150.00~~ **\$250.00**) per month for the performance of these duties. This additional compensation shall be paid in pro-rated installments with the teacher's check each calendar month.

 - 8. ~~In accordance with paragraph 34-18.1 of the Illinois School Code, t~~**The** Board shall hold the Consulting Teacher harmless for any actions taken

under the direction of the Board within the scope of her/his duties as a ~~C~~onsulting ~~T~~eacher.

- Article XV, Section N: The Board rejects DEC's proposal regarding this subsection, and proposes to the *status quo* as reflected in the following existing contract language:
 - The Administration will make a good faith effort to cooperate in providing to the Council President, sufficient time, either one-half or one full-time equivalency (regularly scheduled) for discharge of Council responsibilities. If the full-time leave is elected by DEC and selected, a maximum of four years will be available to one individual. The Board shall pay for the Council President's benefits during such leave as if he/she were teaching. The release time program for the Council President must be wholly compatible and consonant with: . . .