AGREEMENT

BETWEEN



BOARD OF EDUCATION

PRAIRIE CROSSING CHARTER SCHOOL

LAKE COUNTY, ILLINOIS

AND THE



PRAIRIE CROSSING COUNCIL

LAKE COUNTY FEDERATION OF TEACHERS

LOCAL 504, IFT-AFT/AFL-CIO

2019-2020 2020-2021

2021-2022

2022-2023

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ARTICLE I RECOGNITION

A. Parties to the Agreement

This Agreement is made and entered by and between the Board of Education of Prairie Crossing Charter School, Lake County, Illinois, hereinafter referred to as "Employer" and the Prairie Crossing Council, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT, AFL-CIO, hereinafter referred to as the "Union." The Employer and the Union hereinafter shall be referred to as "the Parties."

B. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for all regularly employed full-time and part-time certified and non-certified teachers and social workers (which are hereinafter referred to as "employees"). This shall not include substitute teachers or instructional assistants.

C. Agreement Mutually Prepared

Neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

ARTICLE II UNION RIGHTS

A. Right to Address Employees

The Union President or designee and the Board President shall have the right to briefly address the employees at the first meeting of the school year and shall have the right to address new employees at a mutually agreeable time during their orientation period.

B. <u>Use of School Facilities and Equipment</u>

- 1. The Union shall have the right to hold its membership meetings outside the normal employee workday on school property.
- 2. The Union shall have the right to use the District's employee mailboxes for official Union materials.
- The Union shall have the right to post official Union announcements and publications on a designated bulletin board; however, email correspondence shall be used for communications whenever possible to promote our environmental focus.
- 4. The Union shall have the right to use school duplicating equipment for official Union announcements if such is available.

C. <u>Dues Deduction</u>

- 1. The Board shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms under which he/she authorized the dues deductions, the Union will notify the employer.
- 2. The amount specified shall be prorated and deducted in equal amounts from paychecks starting with the first paycheck in October and continuing through the last paycheck in May.
- 3. The Union shall indemnify and save harmless the Employer and all of its agents and employees from any and all claims, demands, suits and costs resulting from any reasonable action taken or omitted by the Employer or any of its agents or employees for the purpose of complying with the provisions of this Section.

D. <u>COPE Deduction</u>

Upon receipt of a voluntary authorization in writing by an employee, the Employer shall deduct from the employee's salary the amount authorized by the employee for the Lake County Federation of Teachers Committee on Political Education (COPE). Such deduction shall be made the last paycheck in October and forwarded to the Treasurer of the Union not more than fourteen (14) days after such deductions were made, and the amount deducted for each. The Union shall defend and hold the Employer harmless for any action properly performed pursuant to this Section. Union dues and COPE deductions shall be mailed in separate checks.

E. Release Time for Union Officers

The Union President and/or designee(s) shall be granted sixty-four (64) hours per year without loss of pay to attend to Union duties and/or to attend Union functions.

Elected or designated Union members may engage in Union activities directly relating to the Union's duties as representative of the employees during the school day, without loss of pay, provided such activities do not infringe upon the members' assigned duties or the duties of any other employee

F. School Calendar

The Union President shall have the right to review the proposed school calendar and provide input as to its content prior to its scheduled adoption by the Board.

G. Board Agenda, Minutes, and Addressing the Board

Upon request, the President of the Union or designee shall be given a copy of the agenda for each Board meeting and the approved minutes of each Board meeting. Electronic publication of these documents on the District's website shall satisfy the dissemination of said documents.

Two (2) Union Council representatives shall be allowed to attend the Board meeting in the established position of staff liaisons. Links to necessary information shall be sent to the liaisons scheduled to attend.

The parties agree that any reference in this Agreement to employees attending Board meetings is intended to mean Open Sessions of Board meetings unless an employee is directly invited to a Closed Session, and employees do not have voting rights for Board matters.

H. New Employee Information

When new employees are hired, the Union President or designee shall have the right to review names, addresses, and a summary of prior experience and discuss with the Executive Director or designee placement on the salary schedule according to this agreement.

ARTICLE III EMPLOYEE RIGHTS

A. Posting of Vacancies

The Employer shall internally, through email, post notice of vacancies existing in all bargaining unit positions as they occur. The posting shall include the title of the job, the job description, the method of application, the closing date to apply, and the salary or stipend. Job postings for newly created, bargaining unit positions shall be mutually agreed upon by the Union President and the designee of the Board. Current employees who meet all of the qualifications for the vacant position shall receive consideration for such vacancy before considering candidates from outside the District.

B. Reduction in Force and Involuntary Reassignment

Reductions in force and involuntary reassignments shall be conducted according to inverse seniority. Seniority shall be determined as follows:

- 1. years of continuous service as a teacher in the District
- 2. hire date
- 3. summative evaluation points for the last three (3) years (or fewer if the teacher has not been here for three (3) years)
- 4. years of continuous service in any capacity in the District
- 5. by lot

Any leave granted by the Board in accordance with the rules and regulations of the CBA shall be counted toward years of continuous service under this Section. Seniority will accrue on a pro-rata basis in proportion to a teacher's employment status (ex. a teacher who is half-time (0.5 FTE) will receive 0.5 years of seniority and tenure credit for each full year of employment).

C. Voluntary Transfer

Employees wishing to be considered for reassignment must notify the Executive Director or designee in writing, indicating the reasons for requesting reassignment and the position desired.

D. Notice of Employee Assignment

Absent exigent circumstances, the Employer shall notify employees of their grade level assignments for the coming school year prior to the end of each current school year.

E. Representation and Appearance Before the Board

When any employee is required to appear before the Board or any representative or agent thereof at which it reasonably appears that disciplinary action against the employee may occur, the employee shall be given advance notice of such meeting and shall have the right to have a Union representative accompany him/her to such meeting.

F. Personal Injury and Protection of Employees

Whenever an employee is absent from school as a result of personal injury arising out of and in the course of his/her employment and this injury results in eligibility for Worker's Compensation, the employee shall have the option of receiving such Worker's Compensation without salary and without deduction of accumulated sick leave or with salary and pro-rata deduction of sick leave, provided the Worker's Compensation payments are endorsed to the Board.

No employee shall be required to take action that places the employee in physical danger.

ARTICLE IV EVALUATION AND FILES

A. Evaluation

The evaluation procedures and instrument are set forth in Appendix C of this Agreement.

If an employee is placed on remediation after having received an overall Unsatisfactory summative evaluation rating according to the agreed upon evaluation procedures, a written remediation plan designed to foster professional growth and development shall be created by the teacher being placed on remediation, a cooperating teacher approved by the parties, and an administrator designated by the Employer. Employees will receive tenure after three (3) years of employment in the District. Beginning in the fourth year of employment, the District will follow *The School Code* guidelines for remediation and dismissal for performance.

If an employee is placed on a professional development plan after having received an overall Needs Improvement summative evaluation rating according to the agreed up evaluation procedures, a written professional development plan designed to foster professional growth and development shall be created by the teacher who received the Needs Improvement rating, a cooperating teacher approved by the parties, and an administrator designated by the Employer.

Any changes made to the evaluation instrument are subject to mutual agreement between the parties.

Upon execution of this Agreement, the parties agree to reconvene the evaluation committee, as appointed by the Director and the Union President, to revise the current evaluation instrument for the 2019-2020 school year. Once both parties approve any revisions to the instrument, the new instrument shall replace the current instrument in Appendix C.

B. Personnel File

- Only one (1) official Board personnel file shall be kept for each employee. The location of such file shall be made known to all employees and a copy of any material added to the official file shall be given to the employee at the time it is added.
- 2. A copy of all evaluation material affecting an employee shall be placed in the employee's personnel file, and the originator of such material shall be identified. The employee may respond to any such material in writing and such response shall be made part of the employee's personnel file, provided such comments shall be filed within fifteen (15) employment days of the date when such was first made known to the employee.

- 3. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee in this review.
- 4. No one shall remove any material from a personnel file without the expressed written consent of both the Board and the employee, but an employee shall have the right to copy any material in the file, or to have such copies mechanically made by the District office personnel with prior approval of the Board or designee.
- 5. Confidential material, such as recommendations by colleges or universities, or evaluations or recommendations of an employee by a previous employer, shall not be deemed to be a part of the employee personnel file described in this Section.
- 6. The material in the employee's personnel file shall not be made known to persons other than administrators or members of the Board, or counsel for the Board, or as required by law, except with the written consent of the employee.
- 7. Only items which have been reduced to writing, signed or initialed by the employee, dated and placed in the official personnel file may be used for disciplinary purposes. In the event that the employee refuses to sign or initial the document, it shall be so noted and placed in the file.

Article IV.B will not apply to confidential medical information.

ARTICLE V DISCHARGE AND DISCIPLINE

A. Process

No employee shall be disciplined, given a written reprimand or discharged by the Employer except for just cause. The President of the Union or designee will be given a copy of any written discipline imposed upon a bargaining unit member within twenty-four (24) hours of such discipline.

The concepts of "progressive discipline" and the prohibition of disparate treatment by the Employer are applicable. Progressive discipline should include the following steps:

- 1. Oral warning and directive
- 2. Written reprimand and directive
- 3. Suspension with or without pay In extenuating circumstances, specifically as related to physical/emotional safety and welfare of the students, progressive discipline may begin at step three (3).
- 4. Discharge

B. Investigation

Discipline shall not be taken based on hearsay or anonymous complaints and disciplinary action shall not be taken without first holding a conference with the employee to determine the facts of the incident. Employees shall be provided with a time period for correction and a bill of particulars, which, if not followed, could result in further discipline.

C. Applicability

This article shall only apply to employees beginning after year two (2) of employment.

ARTICLE VI LEAVES

A. Sick Leave

Every employee shall, without deduction in pay, be entitled to fourteen (14) days sick leave per year. Sick leave is intended to be used during times of personal illness or to attend to the illness of a spouse, child, parent, grandparent or other members of the extended family. It may be used to accommodate medical appointments which cannot be scheduled during non-work time. Sick leave shall accumulate to a maximum of one full school year (185 days).

B. Personal Leave

Every employee shall, without deduction in pay, be entitled to three (3) personal leave days per year. Personal leave requests should be submitted at least two (2) days before the requested date and are subject to approval by the Administration. If, in a given year, an employee uses less than three (3) days of personal leave, the employee shall be entitled to roll over up to two (2) days, not to exceed a maximum of five (5) days available for personal leave in any given school year. If an employee desires to use more than three (3) consecutive days of personal leave, absent exigent circumstances, notice for this leave shall be submitted at least two (2) weeks in advance and may or may not be approved by the School. Employees may be required to make up any personal days through the year if they exceed the allotted days. Employees shall make every effort to avoid scheduling personal days on in-service or formal assessment days.

C. Bereavement Leave

In the event of the death of a member of the employee's family, the employee shall, without deduction in pay, be entitled to three (3) days bereavement leave, with up to five (5) days utilizing personal and/or sick days, for each death in the family. This shall not prevent the Employer from granting additional days from sick leave on a case by case basis.

D. Leave without Pay. Prolonged Illness, and Insurance Benefits While on Leave

Upon written application, a leave of absence, without pay, of up to two (2) years may be granted. As a condition of such leave and upon written request by the Employer during the month of January, the employee shall give written notice not later than March 1 of intent to return to full-time duty.

The Employer may grant an unpaid leave of absence to an employee who has exhausted all accumulated sick leave but who continues to be ill or disabled. Such leave may be for the duration of the illness or disability. The employee may likewise be granted an unpaid leave of absence to care for a parent or child who is seriously ill or disabled.

During such leaves, the employee may continue his/her insurance coverage provided the employee pays the full premium.

E. Maternity/Child Rearing Leave of Absence

Nothing in this Section shall be construed as requiring any employee to apply for an unpaid leave of absence. An employee not desiring an unpaid leave of absence may utilize accumulated sick leave. If such employee shall have exhausted accumulated sick leave, the employee shall be granted an unpaid leave. This Section shall apply to situations including, but not limited to such situations as might result from pregnancy, adoption, and child-rearing and shall apply equally to both male and female teachers.

An employee shall receive leave up to one (1) calendar year divided into blocks by the District's trimester schedule upon request subject to the conditions hereinafter set forth:

- 1. The employee shall make written request to the Executive Director or designee for the leave of absence at least three (3) months prior to the onset of the requested leave.
- 2. In cases of pregnancy, the employee shall advise the Employer as to the expected date of delivery.
- 3. The Executive Director or designee and the employee shall agree on the tentative dates of commencement and termination of leave.
- 4. Employees, if taking the time as unpaid leave, shall have insurance benefits be computed pro-rata if the leave commences during the school term. The employee may maintain insurance benefits during the unpaid leave provided the employee pay the full premium.

F. Family and Medical Leave Act (FMLA)

The Employer will comply with all provisions of the Family and Medical Leave Act (FMLA) as applicable. Such leave is unpaid unless accumulated sick leave or personal leave is available and requested to be used by the employee or directed to be used by the Executive Director or designee. In calculating the twelve (12) month period within which an eligible employee may take FMLA leave, the Employer will apply a rolling twelve (12) month period, measured backward from the time the employee takes FMLA leave. In the event this language conflicts with the FMLA, the FMLA shall control.

G. <u>Jury Duty Leave</u>

The Employer shall pay the regular salary to employees called to serve as jurors. Such absence shall not be charged against any other leave of absence. The employee so summoned shall reimburse the Employer in the amount of any per diem compensation (exclusive of mileage allowances) received for such service.

Employees so summoned shall make every effort to meet their duties when their services are not required by the court and to have such service postponed until the summer recess.

H. Religious Holiday Leave

Staff members may use their personal days in order to observe religious holidays. If a staff member observes more religious holidays that fall on school days than he or she has personal days, the staff member may take these days off without pay. In lieu of using personal time or taking time without pay, an employee may opt to complete a "professional makeup day" when he/she observes a religious holiday. For the professional makeup day, the employee should submit a plan to his/her immediate supervisor for approval and signature. Staff members will not be penalized in any way for taking time off to observe religious holidays. This leave shall not exceed twelve (12) days per school year. The employee shall make provisions to ensure continuity of instruction.

I. Leave of Absence - Units

If an employee is absent more than three (3) consecutive hours in a day, it shall be computed as one-half day. If an employee is absent more than six (6) hours, it shall be computed as a full day.

ARTICLE VII WORKING CONDITIONS

A. School Term

The school term shall consist of one hundred, eighty-eight (188) school days, of which one hundred, eighty-five (185) shall be the maximum number of student attendance days and three (3) shall be teacher in-service days. Per Section G below, new employees will attend five (5) teacher in-service days in their initial year of hire. Should ISBE mandates change, the days noted in this paragraph shall be adjusted accordingly to comply with such mandates.

B. Workday

The employee workday shall run from 7:30 am until 3:45 pm and student attendance from 8:00 am until 3:30 pm. These starting and ending times are subject to change at the beginning of a school year upon mutual agreement based on transportation requirements, provided the length of time remains at eight (8) hours and fifteen (15) minutes for the employee workday and seven (7) hours and thirty (30) minutes for student attendance.

Employees shall receive a minimum of seven (7) plan periods (kindergarten shall receive six (6)) during specials per week. The schedule shall represent a collaborative effort between the Parties with a goal of allowing a minimum of one (1) plan period scheduled per day. This shall exclude days on which field trips and similar experiences are planned. Each plan period shall be no less than thirty (30) minutes in length.

Employees shall receive one (1) duty free lunch per day which shall be no less than sixty (60) minutes in length.

C. <u>Employee Computers</u>

Employees' computers shall be in working order and criteria for replacement will be in order from old to new. Computer replacement for Employees will take precedent over computer replacement for teaching assistants.

D. Courtesy and Respect

Sensitive and potentially critical discussions with employees will not be held in the presence of students and/or other employees (including group emails) and kept in confidence between the Parties.

E. Parent Teacher Conferences

Parent Teacher Conferences shall be limited to a maximum of two (2) times per year. The first day of conferences will run from 2:00-7:00 and the second day of conferences will run from 2:00-4:00. Employees shall not be required to stay beyond these conference windows, but if all conferences are completed, Employees may leave. If an employee has to see more than thirty (30) families during a conference session (defined as the two conference days), a sub will be provided for the second day to accommodate the additional conferences.

F. Staff Meetings

Dates for staff meetings shall be set prior to the commencement of the school year and the schedule for such meetings shall be disseminated to teachers on the first day of school. Absent exigent circumstances, employees shall receive an agenda or a cancellation notice for each staff meeting at least two (2) days in advance of the meeting.

Regular, monthly staff meetings will run from 4:00 pm until 5:00 pm. Early release staff meetings will run from 2:00 pm until 4:00 pm.

Each staff meeting directly preceding a report card due date will be used as a "records day" to allow employees time to complete report cards/progress reports and related duties.

G. Teacher Institute Days

Teacher institute days scheduled prior to the beginning of the school year shall be three (3) days for current Employees and five (5) days for Employees new to the District. The agenda (both times and activities) for said teacher institute days, shall be determined through collaboration between the Parties. The additional days for new teachers are not intended to diminish the number of teaching days in the school year for said new teachers.

H. Campus Safety

For employee safety, campus lights shall be turned on after twilight on weekdays when employees are present.

I. <u>Carpool</u>

Carpool duty shall be divided equitably between all employees. The schedule for carpool duty shall be developed collaboratively by the Union President or designee and the Executive Director or designee before being placed into effect. Instructional Assistants will be responsible for afternoon carpool duty, and employees will be responsible for morning carpool duty on a rotational basis.

J. <u>Instructional Assistants' Evaluations</u>

Employees will provide feedback to administration on Instructional Assistants' summative evaluations, but administrators will complete the summative evaluations for instructional assistants.

K. First Aid/CPR Training

Employees must hold First Aid/CPR credentials. Prairie Crossing Charter School will hold and pay for one annual on-site or online training. They will not be permitted to teach in class until they complete their training. If the training provider cannot accommodate all employees who need the training, the employee shall not be responsible for the cost of the training.

L. Student ODR

When a student receives an ODR (office discipline referral) requesting administration interaction, an administrator or designee will follow up with the student. When the ODR is the result of a physical altercation, the administrator or designee will immediately remove the student for a follow-up conference to determine a plan. The administrator or designee will then proceed to communicate back to the teacher within seven (7) calendar days regarding the plan.

ARTICLE VIII

COMPENSATION AND FRINGE BENEFITS

A. Compensation and Payroll Procedure

Compensation is set forth in Appendix A of this Agreement.

Employees shall be paid twice a month, the fifteenth (15th) of the month and the last day of the month subject to the recommendations of the task force created according to the terms of this Agreement.

In order to receive compensation at the Master's Degree rate of pay, the employee's Master's Degree must be related to the field of education.

B. Health and Dental Insurance

The Employer shall contribute the amount as specified in the Miscellaneous Stipend Schedule (Appendix B) for each employee participating in one of the District Health and/or Dental insurance plans. The Employer, with input from Union leadership, shall retain discretion for decisions affecting the insurance program, but shall not diminish the current schedule of benefits without agreement between the Parties. Eligibility for participation in such plans shall be determined by the terms of the insurance carrier.

C. School Trip Chaperone

Employees who chaperone a school trip shall receive a stipend as listed in the Miscellaneous Stipend Schedule (Appendix B).

D. Mentoring

Employees who serve as a mentor shall receive a stipend as listed in the Miscellaneous Stipend Schedule (Appendix B).

E. Retirement

The Employer shall remit for each employee the full amount allowable by law to the Illinois Teachers' Retirement System (TRS). Each employee shall pay his/her own share of the employee's required contribution of creditable earnings unless the employee is not part of the Illinois Teachers' Retirement System (TRS). Those employees who are not part of the Illinois Teachers' Retirement System (TRS) will have Social Security and Medicare deducted but not TRS.

ARTICLE IX GRIEVANCE PROCEDURE

A. Purpose

The primary purpose of this procedure is to secure the lowest level possible equitable solution to the problems of the parties.

B. <u>Definitions and General Terms</u>

- A grievance is defined to be a complaint by the Union and/or an employee or group of employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- 2. No reprisals of any kind shall be taken by the Board or Administration against any employee because of his/her participation in any of these grievance procedures.
- The failure of an Administrator to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual written agreement.
- 4. When hearings or conferences pertaining to a grievance are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- 5. As used in this Article "days" shall mean employment days, except during the summer recess when it shall mean days on which the Executive Director's office shall be open.
- The Employer acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level. It is further understood that no employee shall be required to discuss any grievance if the Union representative is not present.
- 7. A grievance may be withdrawn at any level without establishing precedent, and if withdrawn shall be deemed as though never having been filed.

C. Procedure

The Parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. When requested by the employee, a Union representative may accompany the employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

1. Step One:

The employee or the Union may present the grievance in writing to the Principal or immediate supervisor within fifteen (15) days from the alleged occurrence or when the grievant might have reasonable knowledge of the incident. The parties shall meet within five (5) days and make a reasonable attempt to settle the grievance. The Principal or supervisor shall provide a written decision to the grievant and the Union within ten (10) days of the meeting.

2. Step Two:

If the grievance is not resolved at Step One, then the employee or the Union may in writing refer the grievance to the Executive Director within fifteen (15) days after receipt of the Step One answer. The Executive Director shall arrange for a meeting with a representative of the Union to take place within five (5) days of receipt of the appeal. Upon conclusion of the hearing, the Executive Director shall within ten (10) days provide a written decision with reasons to the grievant and the Union.

3. Step Three:

If the grievance is not resolved at Step Two, then the employee or the Union may in writing refer the grievance to the Board within fifteen (15) days after receipt of the Step Two answer. The Board shall within twenty-one (21) days provide a written decision with reasons to the grievant and the Union.

4. Step Four

If the Union is not satisfied with the disposition of the grievance at Step Three, or the time limits expire without the issuance of the Board's written reply, the Union may submit the grievance to binding arbitration. The arbitrator shall be selected by mutual agreement between the Parties. In the event that the Parties are unable to mutually agree upon an arbitrator, the process used by the American Arbitration Association (AAA) shall be used. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Three answer, then the grievance shall be deemed withdrawn.

- (a) The arbitrator shall have no power to amend, modify, nullify, ignore, or add to the terms of this Agreement.
- (b) Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator shall be paid by the losing party.
- (c) If either party requests a transcript of the proceedings, that party shall bear the full costs of that transcript. If both parties request a transcript, the cost shall be divided between the parties.

ARTICLE X DURATION AND RELATED CLAUSES

A. <u>Duration</u>

This Agreement shall be in effect as of the execution of this Agreement and shall continue in full force and effect through the 2022-2023 school term except that a salary reopener shall take place in years 2, 3, and 4 of the Agreement.

B. Date to Start Negotiations & Negotiations Procedure

The parties agree to enter into negotiations for a Successor Agreement not later than March 1 of the year in which this Agreement expires unless both parties agree to an alternate date.

Each party to negotiations shall select its negotiating representatives. Meetings shall be held as necessary at times and places agreed to by both parties.

All individual tentative agreements shall be reduced to writing and initialed by both parties. The complete tentative Agreement shall be subject to ratification by the Board and the Union.

The parties shall cooperate and make every effort to comply with the timeline and notice provisions of the Illinois Education Labor Relations Act.

C. Savings

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause shall be deleted from this Agreement. The remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or Clause.

D. Existing Benefits

All existing benefits not altered or removed by this Agreement shall remain in effect.

E. Typing and Printing of the Agreement

The Union shall assume all responsibility and cost related to the typing and printing of the Agreement for execution by the parties. Upon execution of the Agreement, in consideration of the school's environmental focus, the document shall be made available to the Parties in PDF format.

APPENDIX A (SALARIES)

For the 2019-2020 school year, all employees will receive a seven percent (7%) Base Rate Increase (BRI) on their "Earnable Compensation" from 2018-2019.

Baseline salary for incoming teachers in 2019-2020 will be defined as follow:

ВА		MA	
\$	37,824	\$ 43,175	

Employees with additional years of outside teaching experience will receive a flat stipend of two hundred and fifty (250) dollars per year for each year of experience outside of PCCS to a cap of five (5) years or one -thousand two hundred and fifty (1250) dollars. If an employee was formerly employed by PCCS or a similar environmentally focused institution, the Employer may grant a higher starting salary, not to exceed the salary of any current employee with like experience and education.

Said starting salary shall be negotiated as part of the salary reopeners in years 2, 3, and 4 of this Agreement.

If it is not already calculated into their salary upon execution of this Agreement, employees who move from a BA degree to an MA degree during their employment with PCCS shall receive an additional six thousand dollars (\$6,000) added to their base salary contingent upon completion of the PCCS Professional Advancement Plan. If the movement occurs after September 1st but before January 1st, half of the amount shall be added to that year's base rate and the second half to the next year's base rate. An employee must notify the Executive Director and the Union President within two months of entrance to a Master's Degree program that would enable the employee to be qualified for this additional compensation.

PCCS Professional Advancement Plan:

A committee composed of two members appointed by the Union and two administrative members appointed by the Board shall comprise the review panel for interviews related to PCCS Professional Advancement. Upon notification to the Executive Director and Union President that the employee is entering a Master's Degree Program, the employee shall partake in an entrance interview with the review panel in which the team will discuss the employee's goals and plans for how he/she will use the Master's Degree program to enhance his/her classroom practice. Once the committee has vetted the program thorough the interview process, a representative from the Union and a representative from the Administration will sign the Professional Advancement Plan Approval Form indicating that the employee is eligible for the additional compensation upon his/her completion of the Master's Degree program.

Longevity Bonus: to recognize continuous service at PCCS, employees will receive an eight hundred (\$800) stipend for every five years of continuous service payable after each five-year increment of service. Said bonus is only applicable if the employee is returning to PCCS.

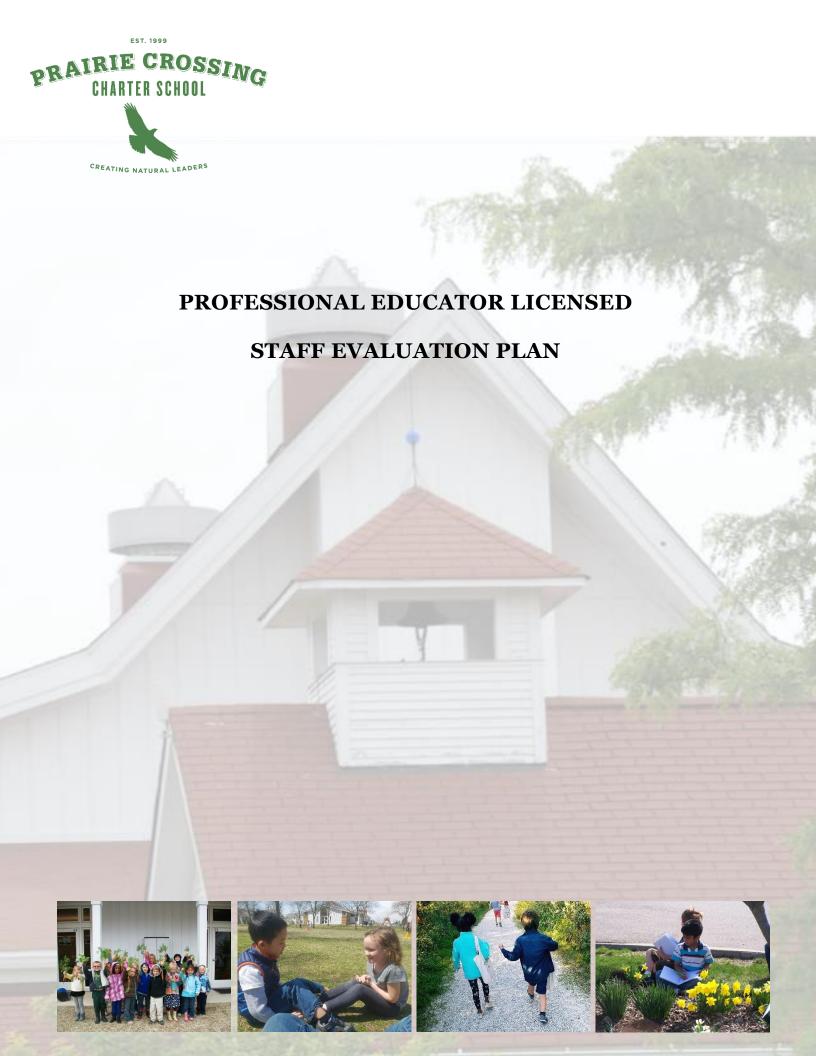
APPENDIX B MISCELLANEOUS STIPEND SCHEDULE

SUBJECT	2019-2020
District Health Insurance Contribution	\$625/month-full time
District Dental Insurance Contribution	\$37/month-full time
Chaperone (overnight trips)	\$ 100/ night (weekdays)
	\$150/ night (weekends)
Mentor (per mentee)	\$1000
Mentor Coordinator Stipend	\$1000
Cooperating Teacher Pool (for hosting student teachers)	\$1000 (split between teachers hosting student teachers not to exceed \$500 per person)
Curriculum Writing and Additional Meetings	\$30/hour
Athletic Director	\$3500
Coaching	\$1000 per coach, per sport
Technology Coordinator	\$500
Outdoor Clothing/Equipment	Will be treated as a pre- approved reimbursable expense
Longevity Bonus	\$800

Amounts for the 2020-2021, 2021-2022, and 2022-2023 school years will be determined during the salary reopeners.

APPENDIX C Evaluation Instrument and Procedures

The parties agree that the current evaluation instrument and procedures as well as the modifications in the MOU and attachments dated 01-20-17 will continue in effect until such time as the Evaluation Committee finishes its work and the new evaluation instrument and procedures are implemented and rolled into Appendix C pursuant to Article IV, Section A.



ACKNOWLEDGMENT

This plan was created to ensure Prairie Crossing Charter School (PCCS) is dedicated to the growth of educators while promoting and producing equity and academic growth for all students at the individual student, subgroup, classroom, grade, and school levels

PCCS wishes to gratefully acknowledge the following persons who were involved in the development of this evaluation plan. Their commitment to the utilization of evaluation as a means to improve instruction and programs for our students demonstrate their loyalty to our community of learners.

The Evaluation Plan was developed in 2019 by the *Evaluation Review Committee* pursuant to *Article IV Section A and Appendix C* of the collective bargaining agreement. Members of the Evaluation Review Committee included:

Geoff Deigan	Executive Director
Tony Zamiar	Dean of Faculty and Students
Jessica Loustauanu	Director of Student Services and Sped
Robb Freeman	ESL Teacher/Union President
Melissa Plucinski	Resource Teacher/ Union Secretary

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QUALIFIED EVALUATORS

Professional employees who are required to hold Professional Educator Licenses with supervisory or administrative endorsements and/or those holding other Professional Educator Licenses who have successfully completed the qualified evaluator training for evaluation of Professional Educator Licensed educator and continue to attend Administrators' Academies as required in The School Code of Illinois.

ADMINISTRATION WHO EVALUATE PROFESSIONAL EDUCATOR LICENSED (PEL) STAFF

NAME	TITLE	EDUCATORS EVALUATED
Jessica Loustaunau	Director of Student Services and Special Education	
Tony Zamiar	Dean of Faculty and Students	

PROFESSIONAL EDUCATOR LICENSED STAFF

Professional employees who are required to hold Professional Educator Licensure from the Illinois State Board of Education.

<u>Non-tenured</u> -- educator who has not yet completed their probationary period of employment -- through three school years.

<u>Tenured</u> -- educator who has entered their fourth year of employment contractual continued service as provided in <u>The School Code of Illinois</u>

PART-TIME PEL STAFF

Part-time educators who have retained tenure within the district shall be evaluated the same as full-time tenured educators. Part-time educator without tenure will be evaluated annually.

EVALUATION PROCEDURE

The goals of Professional Educator Licensed staff evaluation are:

- Identify and foster professional development for staff while recognizing areas of strength and areas for growth as well as guide instructional and support service improvement and staff development efforts in order to improve outcomes for students
- Facilitate proactive communication regarding district expectations
- Provide ongoing documentation for equitable decision-making
- Ensure that the district develops and retains effective educators

FORMATIVE ASSESSMENT TOOLS

Assessments that help to shape, mold, form or improve performance are formative. Evaluators provide feedback aimed at improving Professional Educator Licensed educator performance and growth. Formative assessments promote improvement and assist in identifying areas for personal and professional growth.

SUMMATIVE EVALUATION

A summative evaluation is a final rating of overall performance for an evaluation cycle. The annual and biennial evaluations of educators are summative evaluations and include information from formative assessment tools.

EVALUATION FEEDBACK

The educator will receive feedback as soon as possible following a formal observation from evaluating administrators no later than 10 school days after each scheduled formal performance observation so that the educators are able to take any necessary corrective action before the next observation. This feedback shall be provided prior to the next scheduled formal performance observation unless both parties agree otherwise. This feedback is considered formal and should be a written comment provided to the educator who are evaluated with opportunity for the educator to respond to feedback in writing following their own reflection. This written comment is considered a part of the formal, final written evaluation. There should be no surprises when the formal, final written evaluation is completed. Feedback should always be specific and include examples.

PRE-EVALUATION

Pursuant to Article IV Section A of the collective bargaining agreement, all educators who are to be evaluated during a given school term shall be provided a copy of the summative evaluation to be used and a copy of the Professional Educator Licensed Evaluation Plan by the first day of student attendance of the school term in which the educator is to be evaluated. Copies placed in the PCCS Staff handbook are considered to be sufficient to meet this requirement.

DATA COLLECTION

Evaluations are based upon data which is collected and shared by staff and qualified evaluators during pre-evaluation and post-evaluation conferences and observations of professional practice. Data from other sources deemed reliable by the qualified evaluators may also be used. Evaluation statements regarding strengths and areas of growth are based upon supportive data. Each evaluation *shall* consider supportive data as collected in the PCCS Educator Growth Tool and Student Growth tool.

EVALUATION TIMELINES

All non-tenured educators shall be evaluated annually. All tenured educators who have worked at PCCS for five (5) consecutive years shall be evaluated at least biennially, if they have been evaluated proficient or excellent the past five (5) years. On the "off year" of formal evaluation, these educators will complete only the Professional Goal and self evaluation using the PCCS Educator Growth Tool. Staff will be evaluated more or less often if deemed necessary by the qualified administrator.

Date Due	Evaluation Activity	Responsibility
First Date of Student Attendance	Notice to all staff who are to be evaluated of yearly evaluation plan	Evaluating Administrator
September	Notice to qualified evaluators that all educator evaluations are due during the school year	Evaluating Administrator
October 1	Review self evaluation of Educator Growth Tool Discuss areas of strength and growth for the year Determine Observation types and dates. Agree on Student Growth Goal for evaluation year (twelve week minimum goal period) Plan to be completed within 10 duty days following agreed upon Student Growth Goal (2nd+ year teachers only)	Qualified evaluators and educator being evaluated
October - March (biennially)	Pre-observation conference (tenured educator)	Qualified evaluators, staff
October - January	Pre-observation conference (non-tenured educator)	Qualified evaluators, staff
October - February	Observations (Non-Tenured) - at least three observations (two of which must be formal) Ongoing feedback during this timeframe	Qualified evaluators, staff
October - May	Observations (Tenured and Proficient or Excellent) - at least two observations (one of which must be formal)	Qualified evaluators, staff
October - May	Observations (Tenured and Needs Improvement or Unsatisfactory) - at least three observations (two of which must be formal)	Qualified evaluators, staff
October - February	Post-observation conferences and completion of evaluation instrument; copies to the educator evaluated (non-tenured educator)	Qualified evaluators, staff

		1
December - January	Mid-Year Check In (Review Educator and Student Growth Tools for progress and adjustment as needed)	Qualified evaluators, staff
February - March	Discussion of non-tenured educator evaluations; renewal, or non-renewal of contract; and tenure status	Qualified evaluators
March - April	Recommendation to Board of non-renewal of non-tenured educator	Executive Director
October - June	Post-observation conferences and completion of evaluation instrument; copies to the educator evaluated (tenured educator)	Qualified evaluators, staff
As needed as outlined in the evaluation plan	Professional development or remediation plans for tenured educator (professional development plans can be used with non-tenured staff as outlined in plan)	Qualified evaluators
When completed; no later than July 1 st	Evaluations for all educators to educator Office for filing in the educator file	Qualified evaluators

PCCS EDUCATOR COMPETENCIES

PCCS Educator Competencies have been identified as a part of the PCCS evaluation process. The PCCS Educator Growth Tool provides basic definition of the components and essential elements of outstanding performance in each area.

CORE VALUES

Environmental Learning The environment is at the center of everything we do.

<u>Academic Excellence</u> Through innovative educational experiences graduates are academically prepared, confident of who they are and environmentally responsible.

<u>Partner with Parents</u> We partner with parents to provide children with a personalized education experience, where children learn the value of education, community and the environment.

<u>Personal Responsibility</u> Children are empowered to make a positive difference for themselves and their communities.

CATALYST GOALS

<u>Goal #1</u> PCCS demonstrates growth each year on all academic standards through an integrated curriculum grounded in education for sustainability, service learning, and place-project-problem based learning (P³BL).

<u>Goal #2</u> PCCS commits to an inclusive culture of sustainability and caring for self, others and the environment... today and tomorrow.

CARES STATEMENTS

A PCCS Educator demonstrates the following attributes:

<u>Collaborate</u> - Through teamwork, partnership, cooperation, and inclusion our staff and students work together for greater results.

<u>Aware</u> - By being mindful, attentive, and recognizing each other's contributions to the vision and goals; creates a learning atmosphere that thrives.

<u>Respect</u> - Through appreciation, understanding, and courtesy of ourselves, each other and our environment we grow stronger together.

<u>Empowered</u> – By being authentic in all I do, I will recognize efforts and reward successes, remove roadblocks and provide assistance to staff and students.

<u>Sustainable</u> - By being environmentally responsible I will help strengthen our community and foster opportunities for collaborative innovations and personal growth.

EVALUATION COMPONENTS

EVALUATION PLANNING TOOL

The Evaluation Planning Tool includes visuals, links to supporting documents, and note-taking sections for the three components of evaluation: Educator Growth Tool, Observations, Student Growth Tool, and areas of strength and growth.

RATINGS

Each Professional Educator Licensed educator shall be rated: *Excellent, Proficient, Needs Improvement, or Unsatisfactory*.

SELF ASSESSMENT

PEL staff that engage in reflective practice demonstrate a key component of continuous professional improvement. Staff are encouraged to utilize the PCCS Educator Growth Tool to reflect on their practice. For staff in an "off year" of the evaluation cycle (a year in which a

summative evaluation is not required) a year end self assessment utilizing the PCCS Educator Growth Tool is required. The goal of this self assessment is to identify areas of strength and develop a draft for goals for the following school year.

EVALUATION COPIES

A copy of the educator summative evaluation shall be placed in the employee's educator file, and the educator shall be provided with a copy. Staff will have the opportunity to provide written comments which shall always be included in the final evaluation and in any transmittal of the final evaluation.

EVALUATION STRUCTURE

The evaluation structure is designed to facilitate the participants' understanding of the process, clearly delineate expectations and how they will be monitored and reported, gather data for decision-making and ensure that the results lead to professional development and instructional improvement. The evaluation structure includes both formal and informal observations. The formal observation process requires a pre-observation, observation, post-observation conference, and data-gathering by the qualified evaluator. Data gathered from informal observations may be used in the summative rating only if the qualified evaluator provides the educator written feedback following the informal observation and offers the educator an opportunity to meet to discuss the observation and feedback. A minimum of two observations, one of which must be formal, shall be conducted and there is no limit to informal observations. See below for more detail regarding formal and informal observations.

FORMAL OBSERVATIONS

Formal observations is comprised of three components:

- 1. Pre-Observation Conference
- 2. Observation
- 3. Post-Observation Conference

The educator and evaluator will determine the types of observations for the evaluation cycle using the Educator Evaluation Planning Tool. Observation Tools available for formal observations are Instructional, Meeting, Event and Professional Development Delivery. It is suggested that you return your pre-observation conference report to your evaluator at least 24 hours in advance of your pre-conference meeting in order to facilitate professional discussion. Schedule your pre-observation conference for at least 48 hours prior to the observation.

PRE-OBSERVATION CONFERENCE

One pre-observation conference may precede several observations. The objectives of the pre-observation conference are:

EDUCATOR	QUALIFIED EVALUATOR
Know the standards and expectations of the district in the areas to be evaluated	Prepare for data collection and explain that data comes from observations and other sources deemed reliable
Understand how the evaluation process works and possible outcomes	Develop a plan for the observations

Give input on the observations, e.g., when, where.	Understand how the staff member views their role in the instructional process
Give input on the job performance areas to be evaluated	Delineate the focus of the observations

OBSERVATION

The objectives of the observation are:

EDUCATOR	QUALIFIED EVALUATOR
Demonstrate level of expertise in communication, collaborative problem-solving, continuous professional improvement and essential job function.	Personally gather objective data regarding communication, collaborative problem-solving, continuous professional improvement and essential job function

POST-OBSERVATION

One post-observation conference may follow several observations.

The objectives of the post-observation conference are:

EDUCATORS	QUALIFIED EVALUATOR
Provide input into the evaluation	Review data personally gathered during observations and from other reliable sources related to strengths and weaknesses
Reflect on the data gathered during the observation and from other reliable sources	Identify patterns of behavior that facilitate or distract from the instructional process
Identify areas of staff development and/or self improvement	Assist in planning reinforcement of behaviors that facilitate instruction or improvement of behaviors that distract from instruction
Reinforce patterns of behavior that facilitate instruction and plan for improvement of patterns that distract from instruction	Plan follow-up evaluations as deemed necessary If any evidence will be used to rate the educator as unsatisfactory or needs improvement the educator must be notified regarding the impact of this evidence toward that possibility
	Complete evaluations with Excellent, Proficient, Needs Improvement, and/or Unsatisfactory ratings and prepare for Professional Development Plans or Remediation Plans as needed

INFORMAL OBSERVATIONS

Informal observations may be made at any time and without prior knowledge of the educator being evaluated. However, if data from and feedback given resulting from an informal observation is to be used in the summative rating of a Professional Educator Licensed staff member the qualified evaluator must provide written feedback within ten (10) duty days from the observation and offer an opportunity for the educator to meet with the qualified evaluator to discuss the feedback.

STUDENT GROWTH

PCCS will promote and produce equity and academic growth for all students at the subgroup, grade, classroom and individual student levels. During the 19-20 school year the *Evaluation Review Team* and the Administration will work towards increasing opportunities to meet the academic growth goals and to define rubrics to measure that success. Upon completion, it will be incorporated into this section of the Evaluation Plan and used to evaluate the progress of the staff in the 20-21 school year.

REMEDIATION PLAN

Within 30 school days of an Unsatisfactory or Needs Improvement rating on the educator evaluation; the educator, qualified evaluator(s), and a support educator selected by the qualified evaluators must develop a ninety (90) day Remediation Plan (See Appendix E) designed to correct the areas identified as Unsatisfactory or Needs Improvement. The support educator must have five (5) years of experience, should be reasonably familiar with the assignment of the educator being evaluated, and have received proficient and/or excellent ratings on their growth tool and most recent evaluation. Any staff member that was rated as needs improvement in their summative evaluation and returns to work at PCCS the following year shall be evaluated regardless of tenure status.

The Remediation Plan includes the following:

- 1. Area(s) of needs improvement or unsatisfactory performance
- 2. Required activities and expected outcomes to meet remediation objectives, specifically delineating what behaviors Professional Educator Licensed staff member must exhibit
- 3. Timeline of steps that will be followed for each area rated needs improvement or unsatisfactory
- 4. Resources that the district will commit to the remediation in each area rated needs improvement or unsatisfactory
- 5. Assessment and evaluation procedures: dates of announced observations, requirement for unannounced observations
- 6. Satisfactory completion of the Remediation Plan reinstatement to the schedule of evaluations required by the Evaluation Plan
- 7. Failure to satisfactorily complete the Remediation Plan could result in dismissal from employment
- 8. Signature of the educator being evaluated under this remediation plan stating that he/she has reviewed the Remediation Plan and understands its content and consequences

APPENDICES

Appendix A

Educator Evaluation Planning Tool

Appendix B

Educator Growth Tool

Appendix C

Instructional Observation Tool
IEP/504 Meeting Observation Tool
Team Meeting Observation Tool
Event & PD Observation Tool

Appendix D

Student Growth Tool

Appendix E

Remediation Planning Tool

Appendix F

Educator Summative Form

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