

Master Contract and Agreement

By and Between

**Chester-East Lincoln CCSD No. 61
Board of Education**

And

CELEA

2023-2024

2024-2025

2025-2026

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ARTICLE 1 – RECOGNITION

- 1.1 Recognition.** The Board of Education of School District #61, Logan County, Lincoln, Illinois, and its designee (s), herein referred to as the “Board”, recognizes the Chester – East Lincoln Education Association/I.E.A/N.E.A, herein referred to as the “Association”, as long as the Association represents the majority of the members covered by this agreement, as the sole and exclusive negotiating agent for all regularly employed full-time and part-time certified teaching personnel, herein referred to as “employees”. Excluded are the Superintendent and other administrative personnel who spend 51% of their time in administrative duties and (1) have the authority to hire, transfer, assign, promote, discharge, or discipline other employees, (2) having either the authority or responsibility to make other recommendations regarding hiring, transferring, assigning, promoting, discharging, or disciplining other employees, or (3) having the authority or responsibility to process grievances of other employees or having the responsibility to make recommendations thereon. Also excluded are the positions of clerks, teacher-aides, secretaries, cooks, bus drivers, custodians, school bookkeepers, and school treasurer. Any newly created position not qualified as “employee” as defined above remains excluded from the bargaining unit.
- 1.2 Part-Time Employee Recognition.** Regularly employed part-time certified employees will be included in the bargaining unit and will be subject to the terms and conditions of the agreement. Benefits will be offered for persons employed 30 hours or more per week. Those employed who work less than 30 hours will receive no benefits.

ARTICLE 2 – CONTRACTUAL NEGOTIATION PROCEDURES

- 2.1 Meeting Times.** Meetings will begin at 7:00 p.m. and end at 9:00 p.m. but may be changed by mutual agreement. At the first meeting, both parties will convene to establish procedures for upcoming bargaining sessions.
- 2.2 Closed Meetings.** Negotiating meetings will be closed to all persons except the board team, the CELEA team (an equal number not to exceed 3 per side), and the superintendent and the BOE financial advisor.
- 2.3 Win-Win Negotiations Definition.** Win-Win negotiations require both parties to have a sincere desire to reach agreement and to make an earnest effort to reach common ground. Facts, opinions and proposals will be exchanged freely during meetings in an effort to come to mutual understanding and agreement. Both parties will deal with each other openly and fairly.

The financial advisor spreadsheets from the previous contract years will be given to the CELEA negotiation team during a face-to-face meeting, where the spreadsheets can be discussed, no later than December 1.

- 2.4 Beginning Date.** Negotiations will start no earlier than October 1st and no later than October 31st, but may be changed by mutual agreement.
- 2.5 Retroactive and Late Payments.** Any late salary payments will be paid no later than the third payroll distribution following approval of the contract for both parties.
- 2.6 No Strike Clause.** The Association agrees not to strike, engage in work stoppage, in a work slowdown or in withholding services. Both the Association and the Board of Education recognize that the best way to come to a successfully negotiated agreement is for both parties to reach a voluntary settlement.
- 2.7 Appeal to Mediator.** Mediation should occur prior to binding arbitration upon request of either party. The parties may mutually agree to engage:
- A. Any qualified, impartial individual who is mutually acceptable to the parties under the terms established by the parties.
 - B. A federal mediator assigned by the Federal Mediation and Conciliation Service (FMCS). If either party requests the use of mediation services from the FMCS, the other party must either join in the request or bear the additional cost of mediation services from another source.
- 2.8 Appeal to Arbitration.**
- A. If both sides are in agreement arbitration may be requested at any time.
 - B. Only items in dispute will be submitted for binding arbitration.
 - C. Binding arbitration will be requested through the American Arbitration Association. Both parties agree to accept the arbitrator's award as finding and binding on them.
 - D. The Expedited Labor Arbitration Rules of the American Arbitration Association will prevail.
 - E. The arbitrator will not have the authority to impose more than a one year agreement.
 - F. The fees for the arbitrator will be borne equally by both parties. Each party will be responsible for compensating its representatives and witnesses.
 - G. The arbitrator will neither have the power to add to, nor subtract from, nor modify any of the terms of the agreement.
- 2.9 Distribution of Contract.** The Board will have an electronic copy of the approved contract prepared and delivered to the President of the Association within 30 days of final approval.

ARTICLE 3 – EMPLOYEE AND ASSOCIATION RIGHTS

- 3.1 Right to Representation.** When any employee is required to appear before the Board or before any Board committee concerning the continuation of the employee in his position of employment, the employee shall be given a two day prior written notice of the reasons for such meeting or interview and shall be entitled, if he so requests, to have an Association officer present to advise him and represent him during such meeting or interview.
- 3.2 Personnel File.** Each employee may have reasonable access to review the contents of his/her personnel file with representation if requested. Viewing of the file will take place in the school office in the presence of and dependent on the availability of the Superintendent.
- 3.3 Right to Organize.** Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board through representatives of the Association for the purpose of establishing, maintaining, protecting or improving conditions of professional service. Employees shall also have the right to refrain from any or all such activities.
- 3.4 Payroll Deductions.** Payroll deductions will be limited to association dues, insurance premiums for approved life and health insurance plans, District sponsored 403b/ROTH contributions, and the District sponsored flex spending account.
- 3.5 Meetings, Notices and General Information.** The Association may request, in writing one (1) the use of the building for local Association meetings, two (2) the use of a copy machine, and/or computer for local Association business, and three (3) the use of the school mailboxes for local Association business. The Association will furnish all supplies and materials used to conduct Association business.
- 3.6 Association Leave.** The CELEA will be allowed to send one representative per IEA state-wide convention (with a maximum of three (3) days per school year) without loss of pay, provided the CELEA reimburses the district for the cost of substitute and provides a minimum of five (5) days advance notice in writing to the Superintendent.
- 3.7 Board Meeting Notification.** The president of the Association shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose.
- 3.8 Board Minutes.** Two copies of the Board meeting minutes, excluding closed session records, shall be placed in the Association president's mailbox after the Board approval. Reports during the summer months will be mailed to the Association president.

- 3.9 Financial Reports and Audits.** District budgets, audits, and treasurer reports shall be placed in the Association President's mailbox after Board approval. Reports during the summer months will be mailed to the Association president.
- 3.10 School District Policies.** A copy of all new or updated school district policies will be given to the CELEA president(s) within 30 days of being adopted by the board of education.
- 3.11 Labor Management Committee.** A joint committee of two certified employees, two members of the Board, and one member of the administration will be formed to discuss appropriate district issues with regularly scheduled meetings in October, January and April. Additional meetings of this committee may be called by the employees, the Board or the administration.
- 3.12 District Job Postings.** All job postings will be posted internally for certified employees (via email) for 24 hours prior to being posted to other staff and the public.
- 3.13 Consultation Concerning Reduction in Force.** Prior to the Board making a final decision to reduce the number of certified staff members in the District because of decreased enrollment or lack of funds, the District representatives will notify the Association of a possible RIF decision and offer the Association an opportunity to present to the Board and/or administration any comments or recommendations by the Association regarding the number of certified staff members not to be re-employed, the particular positions to be eliminated, and offer alternatives to reduction in force. The notification will be in writing to the president of the Association and include a general description of other alternatives under consideration. The Co-Presidents of the Associations will be afforded the opportunity to meet with the Board and/or administration to discuss the Association's comments or recommendations prior to the final decision.
- 3.14 Reduction in Force Recall.** Any tenured Employee in Groups 3 or 4 who is honorably dismissed shall have recall rights for a period beginning with his/her layoff and ending one calendar from the first day of school following the layoff.

A teacher with recall rights shall have the right to refuse a teaching position having less than a full-time contract offered to them by the Board and still retain recall rights with the above provisions. However, a teacher with recall rights must accept any full-time teaching contract offered to him/her by the Board if the teacher is certified to teach in that position or he/she will lose his/her recall rights permanently.

A teacher's failure to respond affirmatively within five calendar days after receipt of the Board letter offering reemployment and sent by certified mail to the teacher's address on file with the Board of Education shall result in termination of the teacher's right to recall.

ARTICLE 4 – EMPLOYMENT CONDITIONS

- 4.1 Employee Work Day.** The teacher work day will be from 7:50 am to 3:30 pm. A teacher may deviate from the selected schedule with prior notification and approval of the Superintendent. On the school day prior to a weekend, holiday, or school vacation, employees may leave fifteen minutes after the last school period if permitted by the Superintendent. A teacher shall attend all meetings that the Superintendent deems necessary. The Board reserves the right for the Administration to call meetings that extend beyond 30 minutes after the last school day period if deemed necessary. Employees shall be entitled to a duty free lunch of 30 minutes. An attempt will be made to give each employee 120 minutes of preparation time per week.
- 4.2 Notification of Assignments.** All employees will be given written notice of their tentative assignments for the forth-coming year no later than sixty days preceding the first day of the next school year. Changes in the employee's assignments will not be made later than thirty days preceding the commencement of the next school term unless deemed necessary by the Board or its designee(s). The employee may be allowed to resign within five calendar days of notification of the assignment change if such change is not acceptable to him/her. During the school year the Superintendent will post all vacancies in the school building as they become available. When school is not in session during the summer, notification of vacancies will be mailed to the Association president(s).

Article 5 – EMPLOYEE EVALUATION

- 5.1 Teacher Evaluation.** Teacher Evaluation shall be conducted in accordance with the parties' Teacher Evaluation Plan and Tool. See appendix item titled "Evaluation Tool."
- 5.2 Changes to the Evaluation Tool.** Changes to the evaluation tool may be made without opening the current contract if the changes are approved by both the CELEA membership and the Board of Education.

Article 6 – EMPLOYEE COMPENSATION AND FRINGE BENEFITS

- 6.1 Payroll.** Payments will be made on a semi-monthly basis with payments on the 15th and 30th of each month. Teachers will be paid on a 12 month basis.
- 6.2 Insurance.** The Board shall pay individual medical insurance per employee up to \$575 per month for the 2023-2024 and 2024-2025 school year and \$600 per month for the 2025-2026. For teachers who work less than full time, the Board will pay a fraction of the premium that corresponds with the percentage worked per day. Benefits are only available to employees who work 30 hours or more per week.

An insurance committee made up of 2 CELEA members who participate in the insurance plan, 2 Board of Education members, and the Superintendent will be formed beginning July 2012. The committee will evaluate current coverage, premiums, and make recommendations for future changes to the Board of Education. No substantial changes to coverage shall be made without the agreement of the insurance committee.

An insurance pool will be established by multiplying the number of certified staff members that did not take insurance by 12 months by the insurance stipend for that year. The yearly pool total will be divided equally among the number of certified employees enrolled in the board paid individual health insurance plan to cover the cost of individual premiums for the following year.

The first insurance pool will be established during the 2023-2024 school year and credited to the certified employees that take individual health insurance during the 2024-2025 school year.

6.3 Section 125 Plan. The district will make available participation in an optional "IRS Section 125 Plan" (POP) to all full time staff members for the purpose of sheltering individual payments of employee and family medical contributions above the amount paid by the Board.

6.4 Longevity Bonus. Employees eligible for longevity bonuses must work at FTE (full time equivalent) schedule of .50 or greater. Employees working an FTE of .50 -.99 will receive a prorated longevity bonus.

Longevity bonuses will be paid annually in December and appear in the first December payroll check.

Longevity Bonuses are not compounded in the teacher's salary for purposes of an annual raise.

Annual Longevity Bonus Structure:

- | | |
|------------------------|-------|
| 1. Service Years 2-6 | \$450 |
| 2. Service Years 7-11 | \$500 |
| 3. Service Years 12-16 | \$550 |
| 4. Service Years 17-21 | \$600 |
| 5. Service Years 22-26 | \$650 |
| 6. Service Years 27+ | \$700 |

6.5 Annual Salary Increases. Teachers will receive the following annual raise for the duration of this contract: 5.5% 2023-2024, 5% for 2024-2025, and 5% for 2025-2026. Increases will be based on the employee's base salary from the previous school year. Longevity bonuses are not included in salary calculations for increases.

6.6 Salary Determination for New Certified Employees. The salary placement schedule located in Appendix A will be used to determine new teacher’s salaries. A new employee to the District cannot make more than an existing teacher with the same level of teaching and educational experience. A current certified employee’s salary will be adjusted according to Appendix A when a new hire with the same educational level and years of experience would make more than the current certified employee.

6.7 Educational Benchmarks. Once educational benchmark 1.5 is reached by an employee, he or she will receive a 1.5% increase becoming part of the teacher’s salary. Once Educational Benchmarks 2 and 3 are reached by an employee, he/she will receive a 3% increase becoming a part of the teacher’s salary. Educational Benchmarks must be completed by August 1st to receive the increase. Proof of the completion of a course/program must be in the form of a certified transcript and presented to the Superintendent by August 15th.

If a teacher anticipates meeting the requirements for an Educational Benchmark, they must notify the Superintendent in writing by June 1st prior to the August 1st completion date.

Education Benchmarks(EB):

- | | |
|--------------------|---------------|
| 1. EB 1: BA | No Increase |
| 2. EB 1.5: BA +16 | 1.5% Increase |
| 3. EB 2: MA/BA +32 | 3% Increase |
| 4. EB 3: MA +16 | 3% Increase |

ARTICLE 7 – LEAVES

7.1 Sick Leave. Employees will be allowed sick days per year without loss of pay, cumulated up to 340 days including the leave for the current year. Sick days may be taken for personal illness, death or serious illness of immediate family members as defined below. Immediate family members for the purpose of this contract shall include parents, step-parents, spouse, children, grandchildren, siblings and parents-in-law. Up to 5 days per year sick leave may be taken for the death or serious illness of an extended family member. Extended family is defined as siblings-in-law, aunts, uncles, grandparents, and legal guardians.

	0-18 Years	19+ Years
Sick Days	14	18

7.2 Personal Leave. Certified employees will be granted 3 personal days per year. These three (3) days will be without loss of pay to the employee, and if not used will be converted to accumulated sick leave. Teachers will notify the administration in writing at least one (1) day in advance of the use of a personal day unless approved by the Superintendent.

A. No more than two (2) employees may be absent due to personal leave at any one time, except by the Superintendent's approval. If more than two teachers want personal leave on the same day, they may request that leave, subject to the Superintendent's approval.

B. Personal leave without approval of the Superintendent shall subject the employee to a deduction of 1/180th of their annual salary for each day absent.

7.3 Family Leave. Leave of absence without pay may be granted at the discretion of the Board. Written request for family leave must be submitted to the Superintendent. The beginning and termination dates of the leave will be determined by the employee and the Superintendent. Leaves will be granted in accordance with Federal Law.

7.4 Professional Leave. The Board and Superintendent will consider professional leave of absence upon request.

7.5 Medical Hardship Grants. In extreme circumstances where extended medical leave is necessary, current certified employees may donate up to 2 sick days per year from their leave bank to another employee who has exhausted all his/her sick and personal leave. Medical Hardship Grants would cover the extended illness of the employee, their spouse, or children. Medical Hardship Grants need to be requested through CELEA. Once the total number of donated days is determined, the CELEA President will provide the information to the Superintendent for verification. At this point the requesting employee and the Superintendent will coordinate the leave.

7.6 Bereavement Leave. Employees will be allowed one bereavement day per year without loss of sick leave for employees attending funerals of members of their family, relatives, or friends. A bereavement day may be used in one-half day increments. The unused bereavement day will be credited to sick leave for the following year.

ARTICLE 8 -GRIEVANCE PROCEDURE

8.1 Definitions.

a. Any claim by the employee or the Association that there has been an alleged violation of the terms of this Agreement shall be a grievance.

b. All time limits consist of school days, except where noted or when a grievance is submitted fewer than ten (10) days before the close of the current school term; then time limits shall consist of all week days.

8.2 Statement of Basic Principles.

a. No reprisals shall be taken by the Board or the administration against a teacher because of his/her participation in a grievance.

b. The grievance may be withdrawn at any level without establishing precedent.

c. Time bar. Failure of a teacher or the Association to act on any grievance within the prescribed time limit will bar any further appeal.

d. Class grievance. Class grievances involving one or more teachers shall be initially filed by the Association at Step 8.3-b.

8.3 Procedures. The parties hereto acknowledge that it is usually most desirable for an employee's immediately involved supervisor to resolve problems through free and informal communications. If however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

a. Step 1. The employee or Association shall present the grievance in writing within thirty (30) school days following the violations, or alleged violation, or knowledge of the same to the immediate supervisor who will arrange for a meeting to take place within ten (10) days after the receipt of the grievance. The grievance shall contain the nature of the grievance, the specific clause or clauses of the agreement allegedly violated, and the remedy sought. Within five (5) days of the meeting, the grievant shall be provided with the supervisor's written response.

b. Step 2. If the district employs an immediate supervisor and a Superintendent and if the grievance is unresolved at Step 1, the grievance shall be presented to the Superintendent under the same provisions found in Step 1. If an appeal is not filed with the Board within ten (10) days, then the grievance shall be deemed withdrawn.

c. Step 3. If the grievance is not resolved at the previous step, the grievant or the Association may refer the grievance to the School Board within fifteen (15) days after the receipt of the Step 2 answer. The Board shall arrange a meeting to take place within thirty (30) days of the receipt of the appeal. Each party shall have the right to completely present its case. Within ten (10) days of the meeting, the grievant shall be provided with the Board's written response. If an appeal is not filed with the Board within ten (10) days of the Step 3 answer, then the grievance shall be deemed withdrawn and dropped.

d. Step 4. If the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association (AAA), which shall act as the Administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 response, the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

2. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His authority shall be limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only on his interpretation of the meaning or applicant of the relevant language of the Agreement.

8.4 Bypass to Arbitration. With mutual agreement of the parties, any step may be bypassed to the following step.

8.5 Costs. Costs for the arbitrator and AAA fees shall be shared equally by the parties. Each party shall bear the cost of its representation.

ARTICLE 9 -DRUG AND ALCOHOL POLICY

9.1 Statement of Basic Principles. The use of illegal and the abuse of legal drugs and alcohol are unacceptable. In the interest of employing people who are fully fit and capable of performing their jobs, this policy to deal with problems, should they occur, will be implemented.

All employees will be fully informed, by virtue of having a copy of the contract, of the drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of how the tests are conducted, when the tests will be conducted, what the tests can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire.

9.2 Definitions.

A. "Drugs" shall mean any controlled substance listed in Chapter 56 *1i* of the Illinois Revised Statutes, known as the Controlled Substance Act, for which the person tested does not have a valid predated prescription. Thus the term "drugs" includes both abused prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substance Act but which have adverse effects on perception, judgment, memory, or coordination.

B. "Impairment due to drugs" shall mean a condition in which the employee is unable to perform his/her duties due to the effects of a drug in his/her body. Where impairment exists, (or is presumed), incapacity for duty shall be presumed.

C. "Positive Test Results" shall mean a positive result on both a confirming and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen contained alcohol, drug or drug metabolite concentrates at or above the concentration specified in Sections 9.6 and 9.7.

D. "Drug Abuse" includes the use of any controlled substance which has not been legally prescribed and or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

9.3 Employee Behavior. Employees shall be prohibited from:

A. Consuming or possessing alcohol or any illegal drugs at any time during the work day on school premises.

B. Using, selling, purchasing or delivering any illegal drug during the work day or when off duty.

C. Being under the influence of alcohol during the course of the work day.

D. Failing to report to the superintendent or administration any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

9.4 Probable Cause

A. There shall be no across-the-board or random drug testing of employees. Where there is probable cause to suspect that an employee is under the influence of drugs and is impaired while on duty, that employee may be required to report for drug testing. When the Superintendent or administration has probable cause to suspect that an employee is impaired, he/she shall notify the employee and the President of the Association. The school shall arrange for the drug test. The employee shall be informed of his/her right to consult with an Association representative before submitting to the test. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action.

B. Probable cause exists if specified objective facts and circumstances warrant rational inferences that a person is using and/or is physically impaired due to being under the influence of alcohol or controlled substances. Probable cause will be based on the following:

1. Observable phenomena, such as direct observation of the use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances.
2. Information provided by an identifiable, reliable, and credible source(s) or which is independently corroborated.
3. When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty.

4. When an employee is involved in an on-the-job injury where there is probable illegal drug use or alcohol abuse.
5. When an employee is involved in an accident where there is probable cause of illegal drug use or alcohol abuse.

9.5 Notification of Testing. At the time an employee is ordered to submit to testing authorize by this Agreement, the employer shall provide the employee with a written notice of the order, setting forth all of the objective facts which form the basis of the order to test. The employee shall be permitted to consult with a representative of the Association at the time the order is given. Once notified, the employee shall have one(1) hour to arrive at the designated collection facility. A refusal to submit to such testing may result in disciplinary action, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of the results. This shall not be considered to be sick leave. .

9.6 Testing Guidelines. In conducting the testing authorized by this agreement the employer shall:

A. Use a collector certified in urine drug test collection using a split specimen tamper proof container as outlined in the Federal Register for the Department of Transportation (CFR 49, Part 40, Subpart C). This will ensure confidentiality and maintain a legal chain of custody in handling of the specimen.

B. Have collected urine tested at a Laboratory certified by the Substance Abuse and Mental Health and Human Services Administration (SAMHSA).

C. Test for drugs as outlined by the Health and Human Services (HHS) mandatory guidelines for Federal Workplace Drug Testing.

D. Testing will include the National Institute on Drug Abuse (NIDA-5).

E. Testing may include Ecstasy (MDMA and MDEA).

F. All tests will be reviewed by a Medical Review Officer prior to reporting results to the employer to ensure that positive tests due to legitimate use are reported as negatives, and the employee's prescriptions remain confidential from the employer.

G. If the results return negative dilute, the employee will return for direct observed test immediately.

H. If employee requests, the split sample can be sent to a different SAMHSA certified lab for confirmation. This will be done at the employee's cost (Approx. \$150).

I. Refusal to test will be treated as a positive.

J. Employees testing positive will be evaluated by a Substance Abuse Professional (SAP) and a treatment plan and a follow-up drug testing plan established.

9.7 Immunoassay Test Levels. The following immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five classes of drugs:

Marijuana metabolites	50ng/ml
Cocaine metabolites	300ng/ml
Opiate metabolites	2000ng/ml
Phencyclidine.....	25ng/ml
Amphetamines.....	1000ng/ml

All specimens identified as positive on the initial screening test shall be confirmed at the cutoff levels listed below:

Marijuana Metabolites	15ng/ml
Cocaine metabolites	150ng/ml
Opiates: Morphine	2000ng/ml
Codeine.....	2000ng/ml
Phencyclidine.....	25ng/ml
Amphetamines:	
Amphetamine	500ng/ml
Methamphetamine.....	500ng/ml
(1)Delta-9 tetrahydrocannabinol-9-carboxylic acid	
(2) Benzoyllecgonine	
Ecstasy (MDMA)	300ng/ml
(MDEA).....	300ng/ml

9.8 Employee Rights.

A. The Association and/or the employee, with or without the Association, shall have the right to file a grievance concerning any testing permitted by this agreement.

B. The employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. The employer shall make available through an Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the employer, through whatever means, shall not be used in any manner adverse to the employee's interest. No employee shall be relieved of his/her duties on the basis of one test result. When undergoing treatment and evaluation, employees shall be allowed to use accumulated sick and/or paid leave days and/or be placed on unpaid leave pending treatment.

Unpaid leave not to exceed ninety (90) calendar days will not be considered a break in service and should not affect their benefits or seniority.

C. The results of drug and alcohol tests will be disclosed to the person tested, the Superintendent or administration and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. If the employee is represented by the Association and consents in writing, test results will be disclosed to them. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive, shall have an opportunity to refute the said results at the appropriate stage of the disciplinary process.

9.9 Disciplinary Action.

A. First positive. In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is based on the employee agreeing to:

1. Undergo appropriate treatment as determined by a physician,
2. Discontinue the use of the illegal drugs or abuse of alcohol.
3. Complete a course of treatment prescribed, including an "aftercare" group for a period up to twelve months.
4. Submitting to random drug testing during working hours during the period of "after-care" treatment.

Employees who do not agree to the treatment described above shall be subject to discipline up to and including discharge.

B. Second Positive. If the employee tests positive again he/she shall be discharged and the penalty shall not be subject to the grievance procedure.

The foregoing shall not be construed as an obligation on the part of the employer to retain an employee on active status through the period of rehabilitation if it is appropriately determined (i.e. determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance working would constitute a hazard to others. Such employees shall be afforded the opportunity to use accumulated paid leave or take a paid leave pending treatment.

9.10 Health Insurance Coverage. The employer shall provide health insurance which covers the cost of EAP program and/or subsequent treatment. The insurance should provide for both outpatient and in-patient treatment, depending on the appropriate course in each employee's case. The in-patient treatment covered shall be of at least thirty (30) days duration.

9.11 Employee Assistance Program. If the nature of the EAP or treatment program (e.g. outpatient treatment) allows the employee to continue to work during the treatment, the employer shall maintain the individual previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to a position for which they are qualified with no loss of seniority and accumulated benefits. An employee may use accumulated sick leave or disability benefits during the period of his/her treatment leave.

Nothing in this section shall prevent an employee from seeking treatment or taking a treatment leave more than one time a year.

ARTICLE 10 - ADDITIONAL SALARY INFORMATION

10.1 Experience Credit. Newly employed teachers from public or private schools may be given credit for their years of experience not to exceed ten (10) years on the current salary schedule. (Appendix A)

10.2 Guidelines for Reaching Educational Benchmarks. All hours used to reach the EB 1.5 and EB 2 level may be accomplished by the following methods:

- A. All approved graduate credits earned and accepted by an accredited university toward a Master's degree.
- B. Graduate credit which is earned after receiving a Bachelor's degree may be used to progress toward EB 1.5 and EB 2, if they are directly related to the employee's current assignment, can be used to become highly qualified in his/her teaching assignment or to gain further teaching endorsements.

10.3 Professional Growth/Tuition Reimbursement

The Board of Education will establish an annual tuition pool of \$7,000 to reimburse employees who present an official university or college transcript for a B or better grade in their approved class according to the following guidelines:

- a. The pool cycle will include summer, fall, and spring course work.
- b. All courses must be approved by the Superintendent in writing prior to the first meeting date of the course.
- c. All course work must be related to the employees current teaching assignment or in an area of education that would benefit instructional levels at CEL.
- d. Each course shall be from an accredited college or university.

- e. The maximum tuition reimbursement rate will be at the current Illinois State University or University of Illinois at Springfield graduate tuition rate, whichever is the greater of the two.
- f. Only tuition will be reimbursed. Employees must present a paid tuition bill by June 15th of each year along with an official transcript prior to reimbursement.
- g. Employees may take up to 9 hours per pool cycle.
- h. A maximum of 8 hours per semester may be taken.
- i. Requests for course approval are due no later than the following dates:
 - a. Summer Coursework- May 1st
 - b. Fall Coursework- August 1st
 - c. Spring Coursework-December 1st

Approval is on a first come, first served basis.

10.4 Workshops and Conferences. Any teacher attending a clinic, workshop, seminar, or conference shall be reimbursed for miles and meals at the established rate unless the teacher will receive college credit. If the district pays the registration fee for a clinic, workshop, seminar, or conference, payment it will not also be made for college credit. All clinics, workshops, seminars, and conferences where remuneration is made to the teacher must be pre-approved by the Superintendent.

ARTICLE 11 -EFFECT OF AGREEMENT

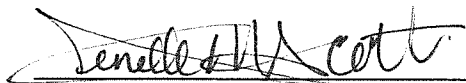
- 11.1 Complete Understanding.** The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written consent of both parties.
- 11.2 Individual Contracts.** Individual Contracts or employment agreements will be consistent with the terms of this agreement.
- 11.3 Savings Clause.** Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in effect. Should any modifications or changes be necessary in this agreement, the parties shall negotiate the items in question and reduce the agreement to writing.
- 11.4 Management Rights.** It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement, are retained by the Board provided, however that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

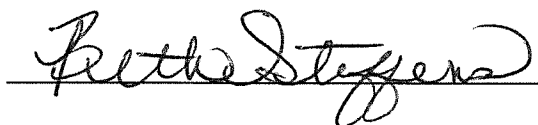
11.5 Terms of Agreement. This agreement shall be effective from July 1, 2023, and shall continue in effect until June 30, 2026, not including summer programs. Either party desiring changes in the Agreement shall give written notice to the other party of such changes at least ninety (90) days prior to the renewal date.

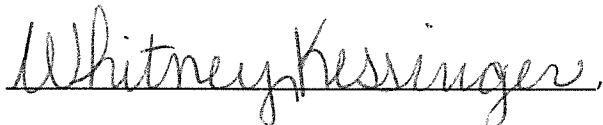
11.6 Minimum Salary Clause. In the event that the Illinois General Assembly enacts a minimum salary schedule for teachers during the term of this agreement that is higher than the salary in Appendix A, attached to and incorporated within the agreement, the parties shall reopen negotiations on the salary schedule only, for the purpose of bringing said salary schedule into accordance with said law.

IN THE WITNESS THEREOF:

FOR THE CHESTER-EAST LINCOLN EDUCATION ASSOCIATION

 _____, Negotiating Team Member

 _____, Negotiating Team Member

 _____, Negotiating Team Member

FOR THE CHESTER-EAST LINCOLN BOARD OF EDUCATION

 _____, PRESIDENT

 _____, SECRETARY

Appendix A

New Hire Salary Placement Schedule 2023-2024

	Base	BS +16	MS/BS +32	MS+16
1	37500	38940	40380	41820
2	38244	39684	41124	42564
3	38988	40428	41868	43308
4	39732	41172	42612	44052
5	40476	41916	43356	44796
6	41220	42660	44100	45540
7	41964	43404	44844	46284
8	42708	44148	45588	47028
9	43452	44892	46332	47772
10	44196	45636	47076	48516
11	44940	46380	47820	49260
12	45684	47124	48564	50004
13	46428	47868	49308	50748
14	47172	48612	50052	51492
15	47916	49356	50796	52236
16	48660	50100	51540	52980
17	49404	50844	52284	53724
18	50148	51588	53028	54468
19	50892	52332	53772	55212
20		53076	54516	55956
21		53820	55260	56700
22			56004	57444
23			56748	58188
24				58932
25				59676

**New Hire Salary Placement Schedule
2024-2025**

	Base	BS +16	MS/BS +32	MS+16
1	39000	40440	41880	43320
2	39744	41184	42624	44064
3	40488	41928	43368	44808
4	41232	42672	44112	45552
5	41976	43416	44856	46296
6	42720	44160	45600	47040
7	43464	44904	46344	47784
8	44208	45648	47088	48528
9	44952	46392	47832	49272
10	45696	47136	48576	50016
11	46440	47880	49320	50760
12	47184	48624	50064	51504
13	47928	49368	50808	52248
14	48672	50112	51552	52992
15	49416	50856	52296	53736
16	50160	51600	53040	54480
17	50904	52344	53784	55224
18	51648	53088	54528	55968
19	52392	53832	55272	56712
20		54576	56016	57456
21		55320	56760	58200
22			57504	58944
23			58248	59688
24				60432
25				61176
26				

**New Hire Salary Placement Schedule
2025-2026**

	Base	BS +16	MS/BS +32	MS+16
1	40560	42000	43440	44880
2	41304	42744	44184	45624
3	42048	43488	44928	46368
4	42792	44232	45672	47112
5	43536	44976	46416	47856
6	44280	45720	47160	48600
7	45024	46464	47904	49344
8	45768	47208	48648	50088
9	46512	47952	49392	50832
10	47256	48696	50136	51576
11	48000	49440	50880	52320
12	48744	50184	51624	53064
13	49488	50928	52368	53808
14	50232	51672	53112	54552
15	50976	52416	53856	55296
16	51720	53160	54600	56040
17	52464	53904	55344	56784
18	53208	54648	56088	57528
19	53952	55392	56832	58272
20		56136	57576	59016
21		56880	58320	59760
22			59064	60504
23			59808	61248
24				61992
25				62736
26				

APPENDIX B

Extracurricular Activities

Activity	Stipend
Girls' Basketball	\$3,500
Asst. Girls' Basketball	\$1,750
Boys' Basketball	\$3,500
Asst. Boys' Basketball	\$1,750
Girls' Volleyball	\$3,500
Asst. Girls' Volleyball	\$1,750
Baseball	\$1,800
Asst. Baseball	\$900
Boys' Track	\$1,800
Girls' Track	\$1,800
Asst. Track Coach	\$900
Cheerleading	\$1,800
Asst. Cheer Coach	\$900
8 th Grade Class Sponsor	\$600
Student Council	\$1,000
Speech	\$600
Math Contest	\$600
Scholastic Bowl	\$1,000
Chess	\$600
Bowling	\$600
Extra Supervision	Stipend
Music: Band	\$400
Music: Chorus	\$400

Mentor Teacher	\$600
Athletic Coordinator	\$800
Lunch Supervisor	\$1,500

A mentor teacher would be an experienced CEL teacher at the same grade level giving help to a teacher in his/her first year of employment. Such help must be agreed upon by both parties. In addition, a mentor may be assigned to a teacher who is moving to a new position at the superintendent's discretion.

The Board retains the right to increase the amounts indicated above when, in its opinion, it is necessary in order to fill a position.

Internal substitute teachers if requested by the Administration to assume a teaching assignment during their planning period, will be paid at the daily rate based on the rate of a substitute teacher.

The lunch supervisor position will be given to a certified staff member whose duty free lunch coincides with the lunch hour needing coverage. Supervision would be in lieu of their 30 minute duty free lunch. This position will be offered as needed based on the scheduling needs each year.

APPENDIX C

Teacher Retirement Tax Shelter and Paid Benefit

According to authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Board of Education agrees to pay:

- a) The entire Teacher Retirement System member contribution up to 10.5%,
- b) The THIS payment and
- c) The NEC payment

to the Teacher Retirement System on behalf of each employee as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion. The term employee refers only to those persons who are paid based on the teacher salary agreement in the contract.

APPENDIX D

RETIREMENT INCENTIVE

If an Employee gives the Board an irrevocable notice of retirement by October 1 four (4) years prior to the year of retirement, the Board shall pay him/her a six (6%) percent retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining four (4) years of service.

If an Employee gives the Board an irrevocable notice of retirement by October 1 three (3) years prior to the year of retirement, the Board shall pay him/her a six (6%) percent retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining three (3) years of service.

If an Employee gives the Board an irrevocable notice of retirement by October 1 two (2) years prior to the year of retirement, the Board shall pay him/her a six (6%) percent retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two (2) years of service.

If an Employee gives the Board an irrevocable notice of retirement by October 1st (1) year prior to the year of retirement, the Board shall pay him/her a six (6%) percent retirement incentive, inclusive of all other increases in TRS creditable compensation, for his/her one (1) year of remaining service.

Once an employee submits an irrevocable notice of retirement by October 1, that employee is no longer eligible for agreed upon annual increases negotiated within the collective bargaining agreement. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the employee submits an irrevocable notice of retirement, in no case will the Employee's TRS creditable earnings increase exceed six (6%) of the previous year.

If, after submitting an irrevocable notice of retirement by October 1, the Employee resigns from or is dismissed from duties for which the employee was paid a stipend or additional compensation as set forth in Appendix B (Extracurricular Activities) the previous year, the retirement incentive for that Employee will be recalculated accordingly.

Requirements to Qualify

1. The Employee must have reached a minimum of twenty (20) years full-time service in Chester-East Lincoln Community Consolidated School District # 61 at the time of retirement, and
 - a. Must be at least sixty (60) years of age by December 31 of the year of retirement, or
 - b. Must be at least fifty-five (55) years of age by December 31 of the year of retirement with thirty five or more years of creditable service with the Illinois Teachers' Retirement System.
2. The Employee must take the Retirement Incentive when they become eligible under the Teachers Retirement System without penalty. Example: If the teacher qualifies for TRS without penalty four years from the actual retirement date, then the teacher must submit a letter of retirement by October 1 in order to qualify for the retirement incentive for four years.

In the event that an Employee fails to meet the requirements of paragraph 1.b. because of illness in his/her last four (4) years of employment, the Administration will work with the Employee to extend his/her employment for a sufficient length of time to satisfy the requirements of paragraph 1.

If, during the term of this agreement, any legislation and/or TRS rules and regulations are enacted or not reenacted and/or adopted or amended that result in a greater cost to the District than the costs generated by this agreement the parties agree that the district will pay the lower of six (6%) or max allowed by law, so that no penalties or extra cost are incurred by the Board.

Limitation on TRS Creditable Compensation

The purpose of this section entitled "Limitation on TRS Creditable Compensation" is to avoid in all circumstances any payment by the District of a board-paid penalty or fee to TRS or any Board or District liability to fund any portion of a teacher's TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five years of the end of the school year in which the compensation is earned.

No teacher's creditable TRS earnings from employment in this school district, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified here.

No teacher's creditable earnings from employment in the school district, including but not limited to

- Vertical and horizontal salary schedule movement
- Stipends
- Salary increases

- Retirement incentives
- Extra-duties
- Changes in position or
- Section 125 plan or flex plan benefits or contributions

shall increase from one school year to the next more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of a teacher's retirement annuity or result any Board-or District-paid penalty or fee to TRS. If the sum or percentage amount which triggers any obligation for the Board or District to pay additional amounts to cover all or part of a teacher's retirement annuity or cover any Board-or District-paid penalty or fee to TRS decreases, then the maximum of the teacher's creditable TRS earnings from employment in this school district shall similarly decrease so as to avoid any Board-or District-paid penalty or fee. Even if another provision in this collective bargaining agreement would otherwise provide a teacher's TRS creditable earnings increasing by more than six (6) percent or any such lesser amount that would trigger a Board-or District-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

APPENDIX E – TEACHER EVALUATION TOOL

Chester-East Lincoln CCSD #61



Formal Observation

Teacher: _____

Date: _____

Class: _____ Time: _____

Evaluator: _____ Title: _____

Domain 1: Planning and Preparation

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
1.a.1 Knowledge of content and the structure of discipline	In planning and practice, teacher makes content errors or does not correct errors made by students.	Teacher is familiar with the important concepts in the discipline but may display lack of awareness of how these concepts relate to one another.	Teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another.	Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines.		2	
1.a.2 Knowledge of prerequisite relationships	Teacher's plans and practice and practice display little understanding of prerequisite relationships important to student learning of the content.	Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.	Teacher's plans and practice reflect accurate understand of prerequisite relationships among topics and concepts.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts and a link to necessary cognitive structures by students to ensure understanding.		1	
1.a.3 Knowledge of content-related pedagogy	Teacher displays little or no understanding of the range or pedagogical approaches suitable to student learning of the content.	Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.	Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.	Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.		2	
1.b.1 Knowledge of the learning process	Teacher demonstrates little or no understanding of how students learn. The teacher does not seek such understanding.	Teacher indicates the importance of understanding how students learn. This knowledge is 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 purposefully seeks knowledge from several sources for groups of students.	Teacher actively seeks knowledge of students' levels of development. This information is acquired for individual students from a variety of sources.		1	
1.b.2 Knowledge of students' skills, knowledge, and language proficiency	Teacher demonstrates little or no understanding of students' skills and language proficiency and seeks no such understanding.	Teacher indicates the importance of understanding students' skills and language proficiency. This knowledge is for the whole class.	Teacher understands the active nature of student learning and attains information about levels of skills and language proficiency. The teacher purposefully seeks knowledge from several sources for groups of students.	Teacher actively seeks knowledge of students' levels of skills and language proficiency. This information is acquired for individual students from a variety of sources.		2	
1.b.3 Knowledge of students' interest,	Teacher demonstrates little or no understanding of students' interest,	Teacher indicates the importance of understanding students'	Teacher understands the active nature of student learning and attains information about	Teacher actively seeks knowledge of students' interests, backgrounds or		2	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
interests and cultural heritage	backgrounds or cultures and seeks no such understanding.	skills interest, backgrounds or cultures. This knowledge is for the whole class.	students' interest, backgrounds or cultures. The teacher purposefully seeks knowledge from several sources for groups of students.	cultures. This information is acquired for individual students from a variety of sources.			
1.b.4 Knowledge of students' special needs	Teacher demonstrates little or no understanding of students' special needs and seeks no such understanding.	Teacher indicates the importance of understanding students' special needs. This knowledge is for the whole class.	Teacher understands the active nature of student learning and attains information about students' special needs. The teacher purposefully seeks knowledge from several sources for groups of students.	Teacher actively seeks knowledge of students' special needs. This information is acquired for individual students from a variety of sources.		1	
1.c.1 Value, sequence, and alignment	Outcomes represent low expectations for students and lack of rigor, nor do they all reflect important learning in the discipline.	Outcomes represent moderately high expectations and rigor.	Most outcomes represent rigorous and important learning in the discipline.	All outcomes represent rigorous and important learning in the discipline.		2	
1.c.2 Clarity	Outcomes are stated as activities, rather than student learning.	Some outcomes reflect important learning in the discipline and consist of a combination of outcomes and activities.	All the instructional outcomes are clear, written in the form of student learning, and suggest viable methods of assessment.	All outcomes are clear, written in the form of student learning, and permit viable methods of assessment.		2	
1.c.3 Balance	Outcomes reflect only one discipline or strand.	Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.	Outcomes reflect several different types of learning and opportunities for coordination.	Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration.		2	
1.c.4 Suitability for diverse learners	Outcomes are suitable for only some students.	Most of the outcomes are suitable for most of the students in the class based on global assessments of student learning.	Outcomes take into account the varying needs of groups of students.	Outcomes take into account the varying needs of individual students.		1	
1.d.1 Resources for classroom use	Teacher is unaware of resources for classroom use through the school or district.	Teacher displays basic awareness of resources available for classroom use through the school, but no knowledge of resources available more broadly.	Teacher displays awareness of resources available for classroom use through the school or district and external to the school and on the internet.	Teacher's knowledge of resources for classroom use is extensive including those through the school or district, in the community, through professional organizations and universities and on the internet.		1	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
1.d.2 Resources to extend content knowledge and pedagogy	Teacher is unaware of resources for expanding one's own knowledge available through the school or district.	Teacher displays basic awareness of resources for expanding one's own knowledge through the school, but no knowledge of resources available more broadly.	Teacher displays awareness of resources available for expanding one's own knowledge through the school or district and external to the school and on the internet.	Teacher's knowledge of resources for expanding one's own knowledge is extensive including those available through the school or district, in the community, through professional organizations and universities, and on the internet.		1	
1.d.3 Resources for students	Teacher is unaware of resources for students available through the school or district.	Teacher displays basic awareness of resources for students through the school, but no knowledge or resources available more broadly.	Teacher displays awareness of resources available for students through school or district and external to the school and on the internet.	Teacher's knowledge of resources for students is extensive including those available through the school or district, in the community, through professional organizations and universities, and on the internet.		2	
1.e.1 Designing coherent instruction	The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure and not designed to engage students in active intellectual activity.	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.	Teacher coordinates knowledge of content, of the students and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students.	Plans represent the coordination of in-depth content knowledge, students' needs and available resources (including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity. These are differentiated, as appropriate, for individual learners.		2	
1.e.2 Instructional Groups	Instructional groups do not support the instructional outcomes and offer no variety.	Instructional groups partially support the instructional outcomes, with an effort at providing some variety.	Instructional groups represent significant cognitive challenge with some differentiation for different groups of students.	Instructional groups are varied as appropriate, with some opportunity for student choice.		2	
1.e.3 Lesson and unit structure	The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations.	The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.	The lesson or unit has a clear structure with appropriate and varied use of instructional groups. The learning activities have reasonable time allocations.	The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.		1	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
1.f.1 Congruence with instructional outcomes	Assessment procedures are not congruent with instructional outcomes.	Some of the instructional outcomes are assessed through the proposed approach, but others are not.	Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students.	Teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies have been adapted for individual students, as needed.		2	
Total Rating for Domain 1 (Total Possible Points: 116)							

Domain 2: The Classroom Environment

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
2a.1 Teacher interaction with students	Patterns of classroom interactions between the teacher and student are mostly negative, inappropriate, or insensitive to students' age, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict. Teacher does not deal with disrespectful behavior.	Patterns of classroom interactions between teacher and students are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. 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. Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.	Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth, caring, and sensitivity to students as individuals. The net result of interactions is that of connections with students as individuals.		2	
2a.2 Student interactions with other students	Patterns of classroom interactions between students and students are characterized by sarcasm, put-downs, or conflict.	Students rarely demonstrate disrespect for one another.	Interactions among students are generally polite and respectful.	Students exhibit respect for the teacher and contribute to high levels of civility among all members of the class.		1	
2b.1 Importance of the content	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.	The classroom culture is characterized by little commitment to learning by teacher or student.	The classroom culture is a cognitively busy place where high expectations for learning the norm for most students.	The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.		1	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
2b.2 Expectations for learning and achievement	Hard work is not expected or valued.	The teacher conveys that student success is a result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	The teacher conveys that with hard work students can be successful. Classroom interactions support learning and hard work.	The teacher conveys high expectations for learning by all students and insists on hard work.		1	
2b.3 Student pride in work	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 one or two 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.	Students understand their role as learners and consistently expend effort to learn.	Students assume responsibility for high quality by initiation improvements, making revisions, adding detail and/or helping peers.		1	
2c.1 Management of instructional groups	There is little or no evidence of the teacher managing instructional groups.	The teacher's management of instructional groups are inconsistent leading to some disruptions of learning.	The teacher's management of instructional groups are consistently successful.	Students contribute to the management of instructional groups.		2	
2c.2 Management of transitions	There is little or no evidence of the teacher managing transitions.	The teacher's management of transitions is inconsistent leading to some disruption of learning.	With minimal guidance and prompting, students follow established classroom routines.	Students contribute to the management of transitions.		1	
2c.3 Management of materials and supplies	Much instructional time is lost due to inefficient classroom routines and procedures. There is little or no evidence of the teacher handling of materials and supplies effectively.	The teacher's management and or handling of materials and supplies is inconsistent, leading to some disruption of learning.	The teacher's management of and/or the management of supplies are consistently successful.	Students contribute to the management and/or the handling of materials and supplies.		1	
2c.4 Performance of non-instructional duties	There is little evidence that students know or follow established routines.	With regular guidance and prompting, students follow established routines. Some instructional time is lost due to only partially effective classroom routines and procedures.	There is little loss of instructional time due to effective classroom routines and procedures.	Instructional time is maximized due to efficient classroom routines and procedures. Routines are well understood and may be initiated by students.		1	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
2d.1 Expectations	There appear to be no established standards of conduct.	Standards of conduct appear to have been established but their implementation is inconsistent.	Student behavior is generally appropriate.	Student behavior is entirely appropriate.		2	
2d.2 Monitoring of student behavior	There appear to be little or no teacher monitoring of student behavior.	Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.	The teacher monitors student behavior against established standards of conduct.	Students take an active role in monitoring their own behavior and that of other students against standards of conduct. Teachers' monitoring of student behavior is subtle and preventative.		2	
2d.3 Response to student misbehavior	Students challenge the standards of conduct. Response to students' misbehavior is repressive, or disrespectful of student dignity.	There is inconsistent implementation of the standards of conduct.	Teacher response to student misbehavior is consistent, proportionate and respectful to students and is effective.	Teacher's response to student misbehavior is sensitive to individual student needs and respects students.		2	
2e.1 Safety and accessibility	The physical environment is unsafe, or many students don't have access to learning.	The classroom is safe, and essential learning is accessible to most students.	The classroom is safe, and learning is accessible to all students.	The classroom is safe, and learning is accessible to all students including those with special needs.		1	
2e.2 Arrangement of furniture and use of physical resources	There is poor alignment between the arrangement of furniture and resources, including computer technology, and the lesson activities.	The teacher's use of physical resources, including computer technology is moderately effective. The teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.	Teacher ensures that the physical arrangement is appropriate to the learning activities. Teacher makes use of physical resources, including computer technology.	Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities. Students contribute to the use or adaptation of the physical environment to advance learning.		1	
Total Rating for Domain 2 (Total Possible Points: 76)							

Domain 3: Instruction

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
3a.1 Expectations for learning	The instructional purpose of the lesson is unclear to students.	Teacher's attempt to explain the instructional purpose has only limited success.	Teacher's attempt to explain the instructional purpose of the lesson is clearly communicated to students, including where it	The teacher links the instructional purpose of the lesson to student interests.		2	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excelling (4)	Teacher Rating	Multiplier	Total Score
3a.2 Directions and procedures	Teacher's directions and procedures are confusing to the students.	Teacher's directions and procedures must be clarified after initial student confusion.	Teacher's directions and procedures are explained clearly.	Teacher's directions and procedures are clear and anticipate possible student misunderstanding.		2	
3a.3 Explanations of content	Teacher's explanation of the content contains major errors.	Teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow.	Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement.	Teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests. Students contribute to extending the content, and in explaining concepts to their classmates.		2	
3a.4 Use of oral and written language	Teacher's spoken or written language contains errors of grammar or syntax. Vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.	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 full appropriate to the students' ages or backgrounds.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to the students' ages and interests.	Teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.		2	
3b.1 Quality of questions	Teacher's questions are of low cognitive challenge, single correct responses, and asked in rapid succession.	Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.	While the teacher may use some low-level questions, he or she poses questions to students designed to promote student thinking and understanding.	Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high level thinking and discourse, and promote meta-cognition.		2	
3b.2 Discussion techniques	Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.	The teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.	Teacher creates a genuine discussion among students, providing adequate time for students to respond, and stepping aside when appropriate.	Students formulate many questions, initiate topics and make unsolicited contributions.		2	
3b.3 Student participation	A few students dominate the discussion.	Teacher attempts to engage all students in the discussion and to encourage them to respond to one	Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.	Students themselves ensure that all voices are heard in the discussion.		2	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
3c.1 Activities and assignments	Activities and assignments are inappropriate for students' age or background. Students are not mentally engaged in them.	Activities and assignments are appropriate to some students and engage them mentally, but others are not engaged.	Most activities and assignments are appropriate to students, and almost all students are cognitively engaged in exploring content.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance their understanding.		3	
3c.2 Grouping of students	Instructional groups are inappropriate to the students or to the instructional outcomes.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional outcomes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson. Students take the initiative to influence the formation or adjustment of the instructional groups.		3	
3c.3 Instructional materials and resources	Instructional materials and resources are unsuitable to the instructional purposes or do not engage students mentally.	Instructional materials and resources are only partially suitable to the instructional purposes, or students are only partially mentally engaged with them.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their learning.		3	
3c.4 Structure and pacing	The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is generally appropriate.	The lesson's structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.		3	
3d.1 Assessment Criteria	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.	Assessment is regularly used during instruction, through monitoring of progress of learning by teacher and/or students, resulting in accurate, specific feedback that advances learning. Students appear to be aware of the assessment criteria.	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 contributed to, the assessment criteria.		2	
3d.2 Monitoring of student learning	Teacher does not monitor student learning in the curriculum.	Teacher monitors the progress of the class as a whole but elicits no diagnostic information.	Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information.	Teacher actively and systematically elicits diagnostic information from individual students regarding their		2	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
3d.3 Feedback to students	Teacher's feedback to students is of poor quality and not provided in a timely manner.	Teacher's feedback to students is uneven, and its timeliness is inconsistent.	Teacher's feedback to students is timely and of consistently high quality.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.		2	
3e.1 Lesson adjustment	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest.	Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success.	Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans.	Teacher successfully makes a major adjustment to a lesson when needed.		2	
3e.2 Response to students	Teacher ignores student questions.	Teacher attempts to accommodate students' questions or interests, although the pacing of the lesson is disrupted.	Teacher successfully accommodates students' questions or interests.	Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests or successfully adjusts and differentiates instruction to address individual student misunderstandings.		2	
3e.3 Persistence	When students experience difficulty, the teacher blames the students or their home environment.	Teacher accepts responsibility for student success, but has only a limited repertoire of strategies to draw upon.	Teacher persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school or community.		2	
Total Rating for Domain 3 (Total Possible Points: 152)							

Domain 4: Professional Responsibilities

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
4a.1 Accuracy	Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or teacher profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.		1	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
4b.1 Student completion of assignments	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective.	Teacher's system for maintaining information on student progress in learning is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in maintaining the records.		2	
4b.2 Student progress in learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and only partially effective.	Teacher's system for maintaining information on student progress in learning is fully effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and participate in interpreting the records.		2	
4b.3 Non-instructional records	Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's records for non-instructional activities are adequate, but they require frequent monitoring to avoid errors.	Teacher's system for maintaining information on non-instructional activities is fully effective.	Teacher's system for maintaining information on non-instructional activities is fully effective. Students contribute information and participate in maintaining the records.		1	
4c.1 Communicating with families	Teacher communication with families, about the instructional program, or about individual students, is sporadic or culturally inappropriate.	Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students.	Teacher provides frequent information to families, as appropriate, about the instructional program.	Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication.		2	
4c.2 Information about individual students	Teacher provides minimal information to families about individual students, or the communication is inappropriate to the cultures of the families. Teacher does not respond, or responds insensitively, to family concerns about students.	Teacher adheres to the school's required procedures for communication with families. Responses to family concerns are minimal or may reflect occasional insensitivity to cultural norms.	Teacher makes some attempts to engage families in the instructional program; as appropriate information to families is conveyed in a culturally appropriate manner.	Teacher's provides information to families frequently on student progress, with students contributing to the design of the system. Response to family concerns is handled with great professionalism and cultural sensitivity.		2	
4c.3 Engagement of families in the instructional program	Teacher makes no attempt to engage families in the instructional program, or such efforts are inappropriate.	Teacher makes modest and partially successful attempts to engage families in the instructional program, but communications are one-way and not always	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that could be		1	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score
4d.1 Relationships with colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.	Relationships with colleagues are characterized by mutual support and cooperation.	Relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty.		2	
4d.2 Involvement in a culture of professional inquiry	Teacher avoids participation in a culture of inquiry, resisting opportunities to become involved.	Teacher becomes involved in the school's culture of professional inquiry when invited to do so.	Teacher actively participates in a culture of professional inquiry.	Teacher takes a leadership role in promoting a culture of professional inquiry.		2	
4d.3 Service to the school	Teacher avoids becoming involved in school events.	Teacher participates in school events when specifically asked.	Teacher volunteers to participate in school events, making a substantial contribution.	Teacher volunteers to participate in school events, making a substantial leadership role in at least one aspect of school life.		2	
4d.4 Participation in school and district projects	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects when specifically asked.	Teacher volunteers to participate in school and district projects, making a substantial contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.		2	
4e.1 Enhancement of content knowledge and pedagogical skill	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.		1	
4e.2 Receptivity to feedback from colleagues	Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues	Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and professional colleagues.	Teacher welcomes feedback from colleagues when made by supervisors or when opportunities arise through professional collaboration.	Teacher seeks out feedback on teaching from both supervisors and colleagues.		1	
4e.3 Service to the profession	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher finds limited ways to contribute to the profession.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession.		1	

Domain Descriptor	Unsatisfactory (1)	Needs Improvement (2)	Proficient (3)	Excellent (4)	Teacher Rating	Multiplier	Total Score	
4f.1 Integrity and ethical conduct	Teacher displays dishonesty in interactions with colleagues, students, and the public.	Teacher is honest in interactions with colleagues, students, and the public.	Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.	Teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues.		2		
4f.2 Service to students	Teacher is not alert to students' needs.	Teacher's attempts to serve students are inconsistent.	Teacher is active in serving students.	Teacher is highly proactive in serving students, seeking out resources when needed.		2		
4f.3 Advocacy	Teacher contributes to school practices that result in some students being ill served by the school.	Teacher does not knowingly contribute to some students being ill served by the school.	Teacher works to ensure that all students receive a fair opportunity to succeed.	Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school.		1		
4f.4 Decision making	Teacher makes decisions and recommendations based on self-serving interests.	Teacher's decisions and recommendations are based on limited though genuinely professional considerations.	Teacher maintains an open mind in team or departmental decision-making.	Teacher takes a leadership role in team or departmental decision-making and helps ensure that such decisions are based on the highest professional standards.		2		
4f.5 Compliance with school and district regulations	Teacher does not comply with school and district regulations.	Teacher complies minimally with school and district regulations, doing just enough to get by.	Teacher complies fully with school and district regulations.	Teacher complies fully with school and district regulations, taking a leadership role with colleagues.		2		
Total Rating for Domain 4 (Total Possible Points: 124)								

Evaluation Summative

Employee Name:

Assignment:

Evaluation Period:

Ratings
Criteria

Excellent (4) Teacher earned between 405-468 points (87-100%) and had no “unsatisfactory” or “needs improvement” on the Danielson Framework.

Proficient (3) Teacher earned between 288-404 points (62-86%) and has no “unsatisfactory” ratings on the Danielson Framework. If the teacher receives an “unsatisfactory” on the Danielson Framework, the overall rating will be a “needs improvement.”

Needs Improvement (2) Teacher has earned between 171-287 points (37-61%).
Unsatisfactory (1) Teacher has earned 170 or less points (36% or less).

Summative Narrative:

Points Tally
Total Points:
Rating:

Evaluator Signature: _____ Date: _____

Teacher Signature: _____ Date: _____