

CRAB ORCHARD EDUCATION ASSOCIATION – IEA/NEA**November 13, 2012**

The teachers of the Crab Orchard Education Association are proud of our school. We have always shared in the mission to serve our community as well as our students. We are proud to be part of a community that values education and supports the school.

Our goal in negotiations has been to reach a fair agreement. Recognizing that the local economy is challenging and school finances are limited, we put together a package of proposals that seeks to maintain current working conditions and increase compensation without overstressing district finances.

Bold indicates new language / ~~strike thru~~ signifies remove current language

COEA Package Proposal (presented 10/27/12)

4A. Sick Leave

1. At the beginning of each school year, each teacher shall be credited with ~~(15)~~ **sixteen (16)** days of leave which if not used, may accumulate to 340 days.

5C. Workday (Current contract language)

The teachers in each building will be consulted with via their principal as to the hours and obligations of their positions for the forthcoming school year in May of each year. The building recommendations will be reviewed with the Superintendent by the principals, with the Superintendent making recommendations to the Board as to consistency within the District, and State and Federal requirements or recommendations. The final decision as to the specific hours of each building and the obligations of the teachers shall remain with the Board of Education.

NO cost to District.

5D. Calendar

~~As a guideline,~~ The school year for teachers will consist of 185 days, of which **including** five (5) ~~are~~ emergency days ~~and that~~ will not become work days for teachers if not used. ~~as emergency days.~~ Teachers new to the District shall have an obligation of two (2) additional days scheduled by the Administration for the purpose of orientation and related activities. The Association shall have the right to present recommendations to the Superintendent for his/her consideration concerning the school calendar. The final decision on establishing the school calendar shall remain with the Board of Education.

NO cost to District.

5E. Job Security-Reduction in Force (RIF)

1. RIF Committee

A Reduction in Force (RIF) Committee shall be established each year consisting of three (3) COEA members, selected by the COEA President and three (3) members selected by the Board. The RIF Joint Committee shall;

- **determine criteria for moving teachers from Group 2 to Group 3,**
- **establish an alternative definition for Group 4, and**
- **decide whether to use performance evaluations from outside the district in determining Group placement.**

NO cost to District.

2. **Sequence of Honorable Dismissal List**

The Board shall, through the Superintendent, in consultation with the **Reduction in Force (RIF) Committee Association**, each year establish a **sequence of honorable dismissal list**, categorized by ~~positions~~, **certification and performance evaluations**, ~~showing the length of continuing service of each teacher who is qualified to hold any such positions~~. Copies of the list shall be distributed to the exclusive employee representative ~~on or before February 1 of each year~~. **On or before March 1, teachers shall receive written notification each year indicating their certification(s), group placement and position, two (2) most recent performance evaluations and date of hire. In addition, the RIF Committee shall review the sequence of honorable dismissal list with individual teacher names redacted.**

NO cost to District.

3. **Reduction in Force**

Whenever the Board deems it necessary to reduce the number of teachers due to a loss of revenue or declining enrollment, the reductions shall be made in accordance with the honorable dismissal list. Any part-time teachers shall be dismissed before any full-time teacher.

NO cost to District.

4. **Recall**

Within one (1) calendar year after a reduction in force, any position becoming available shall first be offered to the teachers reduced in the reverse order of the layoff, provided the teacher is certified to hold the position available and legally entitled to recall. Notification of vacancy shall be sent by registered mail to the teacher's address on file. A teacher's failure to respond affirmatively within ten (10) business days after receipt of the Board's notification of vacancy shall result in abrogation of the teacher's right of recall. Teachers on recall may decline an offer for a position which is part-time, without jeopardizing their rights to recall. If a teacher accepts an offer for a position which is part-time and a full-time position is later available, the teacher will be given first offer for such full-time position, if qualified. Reduction to part-time does not constitute a break in service.

NO cost to District.

5M. **Evaluation Procedures for Non-tenured Certified Staff**

1. Teachers will be provided with an evaluation packet each year, including the evaluation tool, a list of those teachers to be evaluated that school year and the name of the evaluator.
2. The building administrator shall meet with those teachers to be evaluated to set their dates for classroom observation and evaluation.
3. Teachers shall complete the pre-observation sheet and a pre-evaluation conference shall be mutually determined by the evaluator and the teacher.
4. Following at least one (1) forty-five (45) minute classroom observation, the evaluator shall schedule a post evaluation conference within fifteen (15) school days to present the formal summative evaluation. A copy of the evaluation shall be provided to the teacher at the post evaluation conference. A teacher's

- signature on the evaluation form indicates receipt only and not necessarily agreement with the contents.**
5. Upon evaluation of certified staff who have not acquired tenure, Administrators shall observe and evaluate each **non-tenure** teacher a minimum of two (2) times each year. One may be an unannounced observation and evaluation. In addition, if in the evaluation of **a non-tenure teacher** ~~certified staff member who has not acquired tenure~~, the administration feels that there is the need for an additional evaluation, the administration shall be allowed to make an additional observation and evaluation. **The results of ~~any additional~~ all evaluations shall be incorporated into one (1) formal summative evaluation per year.**
 6. **Tenured teachers who receive an Excellent or Proficient summative evaluation, shall be formally evaluated once every two (2) school years.**
 7. **Tenured Teachers who receive a formal summative evaluation rating of Needs Improvement shall within thirty (30) school days receive a professional development plan developed in consultation with the teacher. The plan shall be directed to the areas that need improvement and state the supports the Employer will provide. Duration of the plan shall be mutually determined. Teachers who receive a Needs Improvement rating will be formally evaluated the following two (2) school years.**
 8. **Tenured Teachers who receive a formal summative evaluation rating of Unsatisfactory shall within thirty (30) school days participate in the development of a remediation plan. The plan shall be developed in consultation with the teacher and the consulting teacher. The remediation plan may span two (2) school years if necessary, but no longer than ninety (90) school days. Teachers who receive an Unsatisfactory rating will be formally evaluated the following two (2) school years.**

NO cost to District.

9A. Salary

All salaries will be paid pursuant to Appendix "A" which ~~will be~~ is attached to and incorporated into this Agreement for **2012-2013 and 2013-2014.**

2012-2013--

<u>Step</u>	<u>BA:</u>	<u>MA:</u>	<u>Education</u>	<u>BA to BA+16: 920.45 -1000</u>
	<u>BA + 16:</u>	<u>MA + 16:</u>		<u>BA+16 to MA: 920.45 - 1000</u>
	682.68 -750.00	790.05-850.00		MA to MA+16: 920.45 - 1000

COST

1,276,304.01 (Total cost includes all extra-curricular stipends + "6%" pre-retirement increase)

15,718.15 (Increase from 2011-2012 = 1.25%)

1,191,703.30 (Total after excluding "6%" pre-retirement increase)

2013-2014 -- 1% increase on each cell

COST

1,312,004.66 (Total cost includes all extra-curricular stipends + "6%" pre-retirement increase)

35,700.65 (Increase from 2012-2013 = 2.80%)

1,222,327.91 (Total after excluding "6%" pre-retirement increase)

9C. Board Paid Retirement

The Board agrees to pay 10.3753 per cent of the employee's salary to the Illinois Teacher Retirement System as described by the rules and regulation of the Illinois Downstate Teacher Retirement System and the laws of the State of Illinois. **In the event there is an increase in the required contribution to the Illinois Teacher Retirement System during the 2012-13 or 2013-14 school year, the parties mutually agree to reopen Article IX, C. and bargain the increase. If bargaining has not concluded (ratification by both parties) within one hundred twenty (120) calendar days from the initial bargaining session, the Collective Bargaining Agreement shall be declared expired as of that date.**

NO cost to District.

10A. Period Covered-Terms of Agreement

This Agreement shall be in effect on the first teacher employment day of ~~2010-2011~~ **2012-2013** school year and shall continue in full force and effect until June 30, ~~2012.2014.~~

10D. Negotiations

Negotiations covering a future agreement shall commence on or about April 1, **2014.**

~~A. The Agreement shall be effective on the first teacher employment of the school term and shall expire subject to the terms of this Agreement on June 30, 2012. _____~~

This Agreement is signed this ~~16th~~ _____ day of ~~August, 2010~~ **2012.**