



**BOARD OF EDUCATION OF COUNTRY CLUB
HILLS SCHOOL DISTRICT 160**

FINAL BEST OFFER

AUGUST 19, 2014

Introduction

The parties have been bargaining since April of 2013. 97% of the bargaining is complete including salary and benefits. One item remains, *Teacher Evaluation Procedure*, which the parties have reached substantial agreement on. Mediation began on December 3, 2014. The next session is set for September 1, 2015. The District's Team has engaged in 11 mediation sessions: December 3 and 10, 2014, January 14, 27, March 5, April 16, May 5, June 1, June 10 and July 13 and August 6, 2015.

- The Union requested
- 18 changes to the Collective Bargaining Agreement
 - The District has agreed to 17 of those areas for change and one is pending.

This included changes at the Union's request on subject such as, among other things:

- o Vacancies;
- o Association Rights;
- o School Calendar;
- o Grievance Procedure;
- o Leaves;
- o Reduction in Force;
- o Sumer School; and
- o Teacher Rights.

The changes also included at the Union's request a new provision entitled *Teacher Protection*. The District requested four areas of change, three of which have been agreed to: Committees, Teacher Hours and Assignment, and Summer School. The one overall remaining item is the *Teacher Evaluation Procedure*.

Three years of salary increases and a benefits package were agreed to by the parties on June 23, 2014. The District has agreed to maintain steps and lanes in the salary schedule, and to add an increase to the base salary each year.

Rationale:

The Board believes the proposed *Final Best Offer* regarding the teacher evaluation procedure is consistent with the Illinois School Code and the Performance Evaluation Reform Act of 2010 (PERA). On January 15, 2010, PERA was enacted and transformed the way in which Illinois school districts conduct teacher evaluations. See Pub. Act. 96-861. PERA established the required components that must be included in teacher evaluations plans, including the requirement that student growth be a significant factor in rating teachers' performance. See 105 ILCS 5/24A-2.5, 4, 5, 7 (2015).

8/19/15 District 160 Last Best Offer

ARTICLE XI – TEACHER EVALUATION

A. Definition of Terms

The following additional terms shall have the following meanings:

1. Formal Evaluation: The process of a ~~supervisor~~ qualified evaluator, ~~in no cases a bargaining unit member, (no qualified evaluator only building administrators)~~ reducing to writing, a formal evaluation report as a result of observation of a teacher's performance.
2. Formal Observations: The process of formally visiting a teacher's work station by a qualified evaluator, and in no cases a bargaining unit member, to acquire evidence of the teacher's planning, instructional delivery and classroom management skills. The formal observation shall involve an observation of the teacher in his or her classroom for a) a minimum of 45 minutes; or b) an observation during a complete lesson; or c) an observation during an entire class period. During the pre-conference, the teacher will indicate the length of the observation time (a, b, or c). The teacher will select three (3) performance indicators for the focus of evaluation from Standard #1 (Professional Knowledge), Standard #2 (Instructional Planning and Delivery), and Standard #3 (Learning Environment). In advance of the pre-conference, the teacher will submit a written lesson plan that will be conducted during the window of time when the formal observation may occur, and will recommend areas on which the evaluator should focus during the observation, including particular standards and performance indicators as applicable, for a continuous period of usually not less than twenty (20) minutes per observation and a cumulative period of not less than forty (40) minutes, primarily for purposes of observing performance, taking anecdotal notes, and later preparing a formal evaluation. ~~Formal evaluations shall be preceded by formal observations.~~
3. Informal Observation: The process by which a ~~member of the administration~~ qualified evaluator, and in no cases a bargaining unit member, observes a teacher. The informal observations are not announced in advance of the observation and are not subject to a time requirement. ~~performance, excepting formal observations, including but not limited to, observation of a teacher: during recess, bus loading or non-teaching duties; during preparation time; during pre-class, post-class, passing and/or relief periods; during extra-curricular or after school programs, or relying on other relevant sources of information regarding a teacher's performance.~~

The informal observation will result in written feedback to be presented to the teacher only if it is to be used as part of the formal evaluation plan. during a conference between the qualified evaluator and the teacher.

4. Formal Remediation: The process by which a teacher who has received an overall rating of unsatisfactory is coached, supported, and observed (formally or informally) for the purposes of improving the teacher's performance and determining continuous continued

employment. This process is initiated only by formal Board of Education action and is governed by a written remediation plan.

5. Professional Development Plan: The process by which a teacher is coached, supported and observed for the purpose of improving teacher performance in the areas marked as needing improvement. This process is initiated within 30 days of a teacher receiving a summative evaluation rating of Needs Improvement and is governed by a written professional development plan.

56. Qualified Evaluators: Those administrators actively employed by the district, who are qualified under the Illinois School Code Section 24A-3 to evaluate teachers. In no case can a member of the bargaining unit evaluate another bargaining unit member. Teachers shall be evaluated by the Superintendent of Schools and/or such other their building administrators as the Superintendent may designate. (~~qualified evaluator. In no case can a member of the bargaining unit evaluate another bargaining unit member, as he may designate. In all cases, evaluations of teachers shall be conducted by an administrator qualified under the Illinois School Code.~~

67. Days (terminology): In the evaluation procedures, the term "days" shall refer to workdays school days. If a grievance is not settled by the end of the school year or occurs after the end of the school year, the term work days shall refer to Monday through Friday with the exception of the 4th of July.

8. ~~Only personnel staff hired and classified as an administrator will evaluate teachers.~~

B. Frequency of Evaluation

1. Non-tenured teachers: The performance of non-tenured teachers shall be formally ~~observed~~ evaluated in writing a minimum of twice each school year. The first observation evaluation shall be completed by the end of the first quarter of the school year; the second observation evaluation shall be completed by the end of the second quarter of the school year. Subsequent evaluations, if any, shall be completed by the end of the third quarter of the school year. However, for the purposes of RIF, it is the last summative evaluation for a school year that shall serve as one of the summative evaluations (if more than one exists) that counts with respect to evaluations relevant to grouping in a RIF. ~~Form A, included herein by reference and as appended to this agreement, will be used for all evaluations.~~

32. Tenured teachers: Each tenured teacher shall be formally evaluated in writing at least once in the course of every two school years, utilizing the District Form A or Form B, also included herein by reference and appended to this agreement. The evaluation shall be completed by the end of the second quarter of the school year. Teachers who have newly-acquired tenure will be routinely evaluated on an every-other-year basis beginning in the teacher's sixth (6th) year. Form A, included herein by reference and as appended to this agreement, will be used for each evaluation.

3. A tenure teacher who receives an "unsatisfactory" rating at the completion of an evaluation cycle will be placed back on the evaluation cycle the following year. If

the teacher receives a rating of "proficient" or "excellent" in the year following the rating of "needs improvement" "unsatisfactory", that teacher will be reinstated into the normal schedule of biennial evaluations.

C. Process of Evaluation - **NO CHANGE**

1. Non-tenured Teachers.

- a. Step 1: Notification. ~~Inservice.~~ Within ten (10) *days of the first student attendance day, beginning of each school year,* the administrator shall provide each non-tenured teacher to be evaluated that school year with a written notice that an evaluation will be conducted in that school term, with a copy of the District Form A, an explanation of the standards and acquaint the teacher with their its contents. If a teacher is hired after the start of the school term, then no later than thirty (30) days after the contract is executed will this teacher be given written notice that a performance evaluation will be conducted.
- b. Step 2: Pre-Observation Conference. Prior to each formal observation, the administrator qualified evaluator shall meet with the teacher to ~~review evaluative criteria, rating scale and to schedule evaluative activities and timelines~~ describe the lesson that will be observed, describe the population of the class, mutually determine the evaluation date and time, and list the standards and the performance indicators for the observation.
- c. Step 3: Formal Observation. The process of formally visiting a teacher's work station by a qualified evaluator, and in no cases a bargaining unit member, to acquire evidence of the teacher's planning, instructional delivery and classroom management skills. The formal observation shall involve an observation of the teacher in his or her classroom for a) a minimum of 45 minutes; or b) an observation during a complete lesson; or c) an observation during an entire class period. During the pre-conference, the teacher will indicate the length of the observation time (a, b, or c). The teacher will select three (3) performance indicators for the focus of evaluation from Standard #1 (Professional Knowledge), Standard #2 (Instructional Planning and Delivery), and Standard #3 (Learning Environment). administrator shall observe the teacher in the classroom for a minimum of one (1) class period or forty (40) minutes cumulative. In advance of the pre-conference, the teacher will submit a written lesson plan that will be conducted during the window of time when the formal observation may occur, and will recommend areas on which the evaluator should focus during the observation, including particular standards and performance indicators as applicable. The teacher shall be given at least two working days' notice of such observation unless the teacher agrees to less notice.
- d. Step 4: Informal Observation. Throughout the year, the administrator qualified evaluator shall gather information to supplement data gathered during the formal

observation process. Such information may be contributed by the administrator qualified evaluator and/or teacher and may include, but is not limited to: (a) additional observations which may or may not be pre-arranged and which may or may not be followed by a conference; (b) weekly lesson plans; (c) unit plans; (d) student work; (e) teacher-designed materials; (f) memoranda/letters of commendation; (g) memoranda/letters of censure; (h) observations of supervisory activities outside of the classroom.

- e. Step 5: Written Evaluation. The administrator qualified evaluator shall complete District Evaluation Form A and provide the teacher with a copy of same within ten (10) working days of the formal observation.
- f. Step 6: Post Evaluation Evaluation Post Conference. The administrator qualified evaluator and teacher shall meet within five (5) working days of the teacher's receipt of the evaluation to discuss the evaluation and delineate follow-up activities if necessary.

2. Tenured Teachers

- ~~a. Step 1: Notification. Within ten (10) days of the beginning of each school year, the administrator shall provide each tenured teacher with notification of the teacher's evaluation status for the current school year.~~
- a. Step 1: Notification. Inservice. Within ten (10) days of the first student attendance day, beginning of each school year, the administrator shall provide each non-tenured teacher to be evaluated that school year with a written notice that an evaluation will be conducted in that school term, with a copy of Form A and Form B, an explanation of the standards and acquaint the teacher with their contents. If a teacher is hired after the start of the school term, then no later than thirty (30) days after the contract is executed will this teacher be given written notice that a performance evaluation will be conducted.
- ~~b. Step 2: Inservice. Within ten (10) days of the date of notification (Step 1), the administrator shall provide each tenured teacher who is to be evaluated during the current school year with a copy of Form A and Form B, an explanation of the standards and acquaint the teacher with their contents.~~
- e. Step 3: Methodology. All tenured teachers will be subject to the requirements of Form B, unless: (a) within ten (10) days of the date of inservice (Step 2) the teacher tenders a written request, to use Form A; (b) or the teacher is on a remediation plan.

In the event that Form A is the selected method of evaluation, the teacher shall be formally evaluated in writing a minimum of once each two school years using the Form A version for tenured teachers. The same process as is used for non-tenured teachers shall apply.

In the event that Form B is the selected method of evaluation, the year proceeding the year of assessment shall be interconnected for purposes of determining a summative performance rating.

~~d. Step 4: Plan Development. Teachers selecting Form B shall:~~

- ~~(1) Identify the standard(s) selected~~
- ~~(2) Provide a rationale~~
- ~~(3) Delineate goals and objectives~~
- ~~(4) List activities~~
- ~~(5) Specify how the plan will be assessed by the teacher~~

~~e. Step 5: Plan Approval. The plan must be submitted to the administrator for approval. The following criteria will be the basis for plan approval:~~

- ~~(1) The teacher explains why emphasis on the topic(s) selected will help him/her grow professionally or how this growth will have an impact on students.~~
- ~~(2) Using specific information about the standard, the teacher defines the knowledge and skills proposed to be attained.~~
- ~~(3) The plan includes activities or other results which will fulfill the goals and objectives.~~
- ~~(4) The plan assessment includes criteria to measure the level of accomplishment of the goals and objectives.~~

~~The parties shall meet to finalize the plan. The plan must be initialed and dated by both parties not later than thirty (30) days after the beginning of the school year.~~

~~f. Step 6: Implementation of the Plan. The teacher shall carry out the professional growth plan over the course of the school year. During the course of the year, the teacher and the administrator shall meet at least twice, at mutually agreeable times, to review plan progress and, as and if necessary, adjust plan components. Plans modified by mutual consent shall be memorialized on Form B, and signed and dated by both parties.~~

~~g. Step 7: Evaluation of the Plan. Upon plan completion, and not later than forty-fivethirty (4530) days prior to the end of the school year, the teacher shall submit a written summary of evaluative findings that provides a critique of the plan, an analysis of knowledge and skills attained as a result thereof, and an assessment of the impact of the plan on students. Then, prior to the conclusion of the school year, and using the teacher's summary and written assessment as a basis, the administrator shall author a narrative that addresses, the content of the plan, its implementation, and the outcomes achieved. An overall rating of the teacher's performance, accompanied by a narrative providing a summative judgment of the teacher's performance according to the ratings set forth in part D below.~~

A meeting between the teacher and administrator held prior to the last day of the school year — for the purpose of plan review and performance assessment — shall complete the evaluative process.

Hencefore, ~~Form A that was created, developed, and approved by the PERA Joint Committee in June 2014 will be utilized in all sections of the Collective Bargaining Agreement.~~

~~Form B would be fully bargained through these contract negotiations.~~

D. Ratings

1. Rating of Standards (District Evaluation Form A)

E: Excellent – Exceeds the standard

~~S: Satisfactory~~ P: Proficient – Fully meets the standard

~~I: *Improvement Warranted~~ NI: Needs Improvement – Fails to fully meet the standard

U: Unsatisfactory – Fails to meet the standard

2. Overall Rating (District Evaluation Form A)

E: Excellent – All standards rated Excellent; or all rated Excellent but ~~one or two~~ five which are rated ~~Satisfactory~~ Proficient

SP: ~~Satisfactory~~ Proficient – All standards rated ~~Satisfactory~~ Proficient or no more than three ~~two~~ standards rated ~~Improvement Warranted~~ Needs Improvement with no standard rated Unsatisfactory.

NI: ~~*Improvement Warranted~~ Needs Improvement – Three standards rated ~~Improvement Warranted~~ Needs Improvement with no standard rated Unsatisfactory (~~non-tenured teachers only~~).

U: Unsatisfactory – ~~One or more~~ Two standards rated Unsatisfactory or four or more standards rated ~~Improvement Warranted~~ Needs Improvement.

~~*A rating of Improvement Warranted may only be used in evaluating non-tenured teachers.~~

~~3. Overall Rating – Form B~~

~~E: Excellent – Involved in the plan process described in part C 2 above, fully meets all standards and completes two~~ one or more of the Professional Growth and Professional Leadership Criteria listed below (in any combination) during the two year evaluation cycle.

~~S: Satisfactory – Proficient – Involved in the plan process described in part C 2 above, and all standards rated Proficient or no more than three~~ two standards rated Needs Improvement with no standard rated Unsatisfactory.

~~NI: Needs Improvement — Three standards rated Needs Improvement with no standard rated Unsatisfactory.~~

~~U: Unsatisfactory — Failure to meet all standards and/or failure to be involved in the plan process described in part C 2 above.~~

4. Professional Growth and Professional Leadership Criteria

- ~~a) earning two one semester hours of graduate credit;~~
- ~~b) earning two one professional credits for professional service or growth activities. specified in Article XVII, Section K, of this agreement;~~
- ~~c) participating in a program of continuous professional growth as proposed by the teacher;~~
- ~~d) serving as a supervisor for a student teacher;~~
- ~~e) earning two one or more professional credits~~s~~ for professional service as a trainer or presenter. as defined in Article XVII, Section K, of this agreement;~~
- ~~f) participating in a program of professional leadership as proposed by the teacher.~~

~~E. Procedural Notes~~

~~If, at any time, an Administrator determines that a tenured teacher regardless of the teacher's evaluation status, may be performing within a manner in which the teacher fails to fully meet one or more standards, the following protocol shall be employed:~~

- ~~1. The administrator shall notify the teacher of said determination in an informal (verbal) manner, cite the standard(s) judged to be deficient and the basis therefor, direct the teacher to remedy deficiencies in a specified period of time.~~
- ~~2. Subsequent to the completion of the process outlined in E.1., the administrator will inform the teacher of whether the teacher is deemed to fully meet or exceed all standards and, accordingly, returned to the process of evaluation delineated for tenured teachers, or whether the teacher fails to fully meet all standards.~~
- ~~3. Should the process outlined in E.1. not result in a determination that the teacher fully meets or exceeds all standards, the administrator shall notify the teacher of said determination in a formal (written) manner, citing therein the standard(s) judged to be deficient and the basis therefor, and directing the teacher to remedy deficiencies within a specified period of time.~~
- ~~4. Subsequent to the completion of the process outlined in E.3., the administrator will inform the teacher, in writing, of whether the teacher is deemed to fully meet or exceed all standards and, accordingly, returned to the process of evaluation delineated for tenured teachers, or whether the teacher fails to fully meet all standards. A notification that the teacher fails to fully meet defined standards will result in the commencement of the evaluation process specified for non-tenured teachers (Form A).~~

F. Remediation

1. Identification. A teacher shall be placed on a remediation plan status after receiving a summative evaluation rating of unsatisfactory. ~~under the following conditions:~~

~~a. The evaluator determines, as a result of performance observations, that a teacher fails to meet one or more standards, thus resulting in an identified weakness significant enough to rate "Unsatisfactory" as previously defined herein.~~

~~b. The Board of Education deems the deficiency to be remediable.~~

2. Process.

a. Within thirty (30) school days after completion of an evaluation rating of a tenured teacher as "unsatisfactory", the Superintendent of Schools and/or designee(s) shall develop a Remediation Plan with active participation of the teacher rated "unsatisfactory" and a consulting teacher, within thirty (30) calendar days of the evaluation conference with the teacher and commence the plan.

~~A tenure teacher who receives an "unsatisfactory" rating at the completion of an evaluation cycle will be placed back on the evaluation cycle the following year. If the teacher receives a rating of "proficient" or "excellent" in the year following the rating of "needs improvement" "unsatisfactory", that teacher will be reinstated into the normal schedule of biennial evaluations.~~

The plan must take into account the teacher's on-going professional development responsibilities including his or her regular teaching assignments. The components of the plan consist of the following:

1. Delineation of the area(s) that needs improvement
2. Specific recommendations of action that need to be taken to correct the area(s)
3. Supports the district will provide the teacher to address the area(s) identified as needing improvement
4. A timeline which will include:
 - a. I. The dates of when the plan will begin and end
 - b. II. The number of observations that will take place by the qualified evaluator during the implementation of the plan
 - c. III. The frequency of the observations and the time frame in which they will take place
 - d. The frequency of feedback conferences to provide the teacher with information concerning the progress of meeting the goals set forth in the plan and the time frame in which they will take place

- b. The Plan shall be ~~one year~~ for ninety (90) school days within the classroom, in duration.
- c. The Plan shall identify the qualified administrator(s) who will conduct the evaluations.
- d. The participating administrator(s) ~~and the Association~~ of the remediation plan shall select a qualified consulting teacher from a list provided by the Association in accordance with Section 24 A of the School Code.
- e. The participating administrator(s) shall ~~at a minimum~~ evaluate the remediating teacher at the mid-point and the end of the 90 school day remediation period. ~~Each evaluation shall include an assessment the teacher's performance during the time period since the prior evaluation and a rating. The last evaluation shall also include an overall assessment of the teacher's performance during the remediation period and the overall rating. A written copy of the evaluations and ratings, including any deficiencies in performance and recommendations for corrections, shall be provided to and discussed with the teacher within ten (10) school days of the date of the evaluation.~~ end of each quarter for the duration of the one year remediation plan.

During the ninety (90) day remediation period, the teacher must receive two evaluations, one during the mid-point of the remediation period, and a final evaluation at the end of the remediation period in accordance with the School Code.

~~— A written copy of the evaluations and ratings, in which any deficiencies in performance and recommendations for correction are identified, shall be provided to and discussed with the teacher within ten (10) school days after the date of the evaluation.~~

~~— The Board of Education, however, shall not lose jurisdiction to discharge a teacher in the event the evaluation is not issued within the applicable time frame, in accordance with the School Code or any other time requirements of 24A-5. Any teacher who fails to complete the ninety (90) day remediation period with a proficient or excellent rating shall be dismissed in accordance with School Code.~~

- (1) ~~When a quarterly evaluation schedule requires an evaluation after the close of the school year, but on or before July 15, such evaluation shall be scheduled to occur no later than two (2) weeks prior to the close of the preceding school year.~~
- (2) ~~When a quarterly evaluation schedule requires an evaluation after the close of the school, but after July 15, such evaluation shall be scheduled to occur not later than two (2) weeks after students' attendance commences in the following school year.~~
- (3) ~~Failure to strictly comply with the timelines for the required quarterly evaluations because of events such as summer months, illness, or certain leaves granted~~

~~teachers under a remediation plan shall not invalidate the results of the remediation plan.~~

- f. If the teacher has attained a rating of satisfactory proficient or better in the final remediation evaluation, he/she shall be reinstated to the regular evaluation schedule. If he/she fails to complete the 90-day ~~one-year~~ remediation plan with a rating of satisfactory proficient or better, he/she shall be dismissed in accordance with Section 24-12 of the School Code.

3. Consulting Teacher.

- a. The Board of Education and/or its agent(s) shall select the consulting teacher from a list provided by the Association in accordance with Section 24 A of the School Code. ~~of all teachers who have achieved a superior or excellent rating and meet the performance requirements as previously stated.~~
- b. The consulting teacher so chosen shall be notified in writing and such written notice shall specifically state that acceptance is voluntary.
- c. Where no consulting teacher is available in the district, the district shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a consulting teacher who meets the requirements as listed in this document. The consulting teacher shall be governed by its relative parts of the bargaining agreement.
- d. The consulting teacher shall provide advice to the teacher, rated as unsatisfactory, on how to improve teaching skills and to successfully complete the remediation plan.
- e. The consulting teacher shall not participate in any of the required quarterly evaluations, nor be engaged to evaluate the performance of the teacher under remediation.
- f. The consulting teacher shall be informed, through ~~three (3) quarterly~~ conferences with the qualified administrator and the teacher under remediation, of the results of the first three (3) quarterly formal and informal observations and evaluations in order to continue to provide assistance to the teacher under a remediation plan.
- g. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.
- h. A consulting teacher shall receive a predetermined amount of release time per week to perform the duties of a consulting teacher. A consulting teacher shall suffer no loss of any assigned preparation time to which they would regularly and ordinarily be entitled. In addition, they shall be provided clerical assistance necessary in performing the functions of a consulting teacher.
- i. The consulting teacher shall not participate in the formal evaluation process; however, the consulting teacher will be allowed to observe the remediating teacher's performance during the remediating teacher's regular classroom time. The sole

purpose of such observations by the consulting teacher would be to provide the remediating teacher with feedback and suggestions for improvement. Any statements made by the consulting teacher related to the remediation of a teacher will be considered confidential and may not be used by either the Board of Education (or its agent(s)) or the teacher under remediation in any subsequent evaluations, conversation, hearings, etc.

- j. The consulting teacher shall not make any statements or comments about the performance of the remediating teacher to anyone other than the teacher him/herself or the teacher's exclusive bargaining unit representative.

G. General Provisions

A tenured teacher receiving a summative evaluation rating of Needs Improvement Unsatisfactory will be placed on a Professional Development Plan within 30 school days of the receipt of the rating. The Professional Development Plan will be developed in consultation with the impacted teacher, and will take into account the teacher's ongoing responsibilities, including his or her regular teaching assignments. It will be directed to the areas marked as needing improvement and will indicate the support the District will provide to address the areas of concern.

1. A copy of each written evaluation report signed by all parties shall be retained by the teacher prior to placement of the document in the teacher's personnel file. The signature of the teacher indicates that he or she has read the Evaluation Report and has knowledge of its content, but does not necessarily mean agreement with the same.

If a teacher wishes to respond in writing to the content of a written evaluation, the teacher must submit the response to the immediate supervisor within thirty (30) days of receipt of the evaluation. The written response shall be signed by all parties to the evaluation. The original shall be attached to the evaluation and become a permanent part of the evaluation. A copy shall be given to the teacher.
- ~~2. The provision herein for the one year remediation plan which arises out of the regular evaluation process shall not govern nor preclude other remediation plans that the Board may issue to teachers pursuant to Section 24-12 concerning causes for dismissal which are considered remediable. Nothing herein shall prevent the dismissal of a teacher before the completion of a one year plan should the subject deficiencies be determined to be incapable of remediation. Nothing herein shall preclude the Board from issuing a notice to remediate and imposing a remediation plan at any time regardless of prior evaluations, the existence of a one year remediation plan, or the lack of either.~~
32. Nothing herein shall preclude the Board from dismissing a teacher if, at any time, the cause is considered irreparable regardless of prior evaluations, the existence of any remediation plan, or the lack of either.
2. Nothing herein shall prevent the dismissal or non-renewal of non-tenured teachers for any reason not prohibited by applicable employment, labor and civil rights laws.

3. Although every effort shall be made to meet the time requirements, any failure to strictly comply with the time requirements of this plan shall not invalidate the results of an evaluation or the remediation plan.

~~I. In accordance with Section 24 A of the School Code, the District and the Association will establish a PERA Joint Committee to develop an evaluation system incorporating the use of data and indicators of student growth as a significant factor in rating teacher performance.~~

~~J. Include the wording from PERA regarding the PERA Joint Committee Evaluation Review Team.~~