

ARTICLE IV: EMPLOYMENT CONDITIONS

Section 1. Teachers shall be required to report not less than ten (10) minutes before the start of school and be in their assigned classroom or at their classroom door not less than five (5) minutes before the start of the school day, except for those situations where a few teachers shall be required for supervision before the opening of school, at which time up to thirty (30) minutes of equivalent released time in their daily work schedule shall be allowed. Each teacher shall otherwise remain after school for a period of ten (10) minutes, unless otherwise excused by his/her building principal or supervisor; the principal or supervisor shall keep a log of the excuse requests, which shall include specific reasons for the intended absence, excluding Fridays and the days before all holidays, in which case they may be considered excused unless specifically asked to stay by the principal or supervisor.

Section 2. Teacher participation in extracurricular assignments shall be made from those who accept voluntarily.

Section 3. Each elementary teacher shall be provided fifteen (15) minute morning and afternoon relief periods utilizing teacher aides.

3.1 The teacher assistant staff of each elementary building shall include one assistant employed during the lunch periods for the purpose of providing release time to a teacher who would otherwise have supervisory responsibilities. This assistant shall provide relief in turn to each teacher on a rotating basis. It is the intent of the parties that all elementary teachers shall be so relieved on an equitable basis and duty schedules shall be arranged accordingly.

3.2 The Board agrees to direct the Administration to review all teachers' duty schedules and to eliminate any unnecessary supervisory duties which are presently being served by teachers.

3.3 In order for a deviation from Article IV, Section 3 to occur for any school year, not less than 75% of the Association members in an affected school(s) must vote to approve such deviation. If less than 75% of the Association members in the affected school(s) vote to approve such deviation for any school year, the configuration of teacher relief periods and recess periods for that building shall be as set forth in the first paragraph of this Section. Such deviation shall only be permitted following a vote wherein not less than 75% of the Association members in that school vote in favor of the deviation. Such vote shall be by secret ballot, conducted by the Association through its Building Representatives at that school. Such secret ballot vote shall be conducted one time prior to the end of the school year preceding the school year for which the deviation is being considered.

The Board and the Association agree that any deviations from Article IV, Section 3 which are approved in accordance with the provision of this subsection shall be effective for only one school year, and shall terminate at the end of that school year. Association members within an affected school may renew the deviation for a subsequent school year if not less than 75% of the Association members assigned to that school vote in favor of renewing the deviation. Such a vote shall be by secret ballot, conducted by the Association through its Building Representatives at that school. Such vote shall be conducted one time prior to the end of the school year preceding the school year for which the deviation is being considered. Every Association member assigned to that school shall be permitted to participate in the secret ballot vote.

Article IV: Employment Conditions (cont'd.)

No further deviations from any provision of the Agreement or from any Board policies shall be permitted without the prior written agreement of the Board and the Association.

Section 4. Secondary teachers shall have at least one preparation period per school day. Preparation periods for elementary teachers shall be provided when specialists are scheduled and when the presence of the teacher is not necessary to the program. Specialist time shall be a minimum of ninety (90) minutes per week at the Kindergarten through 6th Grade levels, which will be scheduled by the administration in segments of time in its discretion.

Preparation time shall be defined as the time received by teachers during the normal workday that teachers are expected to spend for the purpose of evaluating students, conferring with parents, colleagues, and/or administrators, preparing for class lessons and/or conducting other educational activities. Teachers receiving preparation time may be assigned to cover a class period, subject to the conditions set forth in Section 6 of this Article.

4.1 Classroom Interruptions: Interruptions during the regular class periods reduces the effectiveness of the educational process and should be kept to a minimum.

Section 5. The Association and the Board recognize the need for having an adequate but limited number of professional staff meetings.

5.1 Building faculty meetings, if scheduled, shall not exceed one (1) per month, except in emergency situations. Such meetings shall be held either before or after the normal school day and shall not exceed one (1) hour in duration. The teachers will be notified five (5) days in advance of such meetings except in cases of emergency.

5.2 Departmental or curriculum meetings, if scheduled, shall not exceed one (1) per month per teacher, except under unusual circumstances, in which case two (2) meetings may be held. Such meetings shall be held after the normal "teacher work day" and shall not exceed one (1) hour in duration. The activities of the committee may be determined either by the members of the committee or by the Superintendent's designee.

5.3 The Superintendent or his/her designee may schedule meetings for curriculum planning and textbook evaluation during all or part of the regular "teacher work day." Principals, supervisors, department heads and teachers shall work together in developing plans for curriculum meetings, workshops and institutes.

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- 5.4 Effective with the 2012-2013 school year, the District will provide teachers with collaboration training during some or all faculty meetings scheduled under section 5.1 above.

Effective with the 2013-2014 school year, Wednesday afternoon, each week that school is in session, is designated "Collaboration Time." Students will be dismissed one half hour early and employees to stay one additional half hour for a total time of one hour. Collaboration time will not be scheduled on the first or last student attendance day of the school year, nor the day before a holiday.

The agenda for collaboration time will be developed jointly between faculty and administration. It is agreed that RTI issues will be a part of each meeting or an entire meeting each month. It is agreed that faculty meetings will not be scheduled, with the exception of emergency situations, and curriculum meetings will not be called. It is agreed that collaboration time is considered part of the normal work day for employees in attendance and both sides agree that attendance and participation is expected. Collaboration time will not interfere with any employee's preparation period.

Section 6. Every attempt shall be made by the administrative staff to obtain an adequate supply of qualified substitute teachers. Only in cases of extreme emergency will the principal assign a certified teacher to serve on a substitute basis. The certified teacher will only be asked to substitute during their prep period. Any certified employee who serves as a substitute shall be compensated at the rate of .00065 of the base salary.

- 6.1 A substitute shall also be provided for the Nurse(s) in the event of absence.
- 6.2 The Board and the Administration agree to hire substitutes for nurse's aides in the event of absence.
- 6.3 The district will make an effort to provide qualified substitutes in the co-taught classrooms for the general education teacher, special education teacher, and/or the educational assistant(s) when the general education teacher, special education teacher, or educational assistant(s) are absent.

Section 7. All special teachers who teach on a full-time basis shall receive relief and preparation time no less than the regular teacher of that grade level which they serve. Relief and preparation time can be interpreted as conditions other than the actual teacher-pupil performance such as a longer noon hour, recesses, and planning periods that may occur either on a daily or weekly basis.

Section 8. All extracurricular activities for which compensation is paid shall be performed outside of the normal teacher's workday.

- 8.1 This clause shall be inapplicable in any year that the full seven (7) period-day is not in effect.

Article IV: Employment Conditions (cont'd.)

- 8.2 The CEA and Board agree that it is in the District's best interest to hire the best qualified people to fill vacant positions. When filling an extra-curricular position and two candidates have virtually the same qualifications, preference in hiring will be given to a candidate who is currently a Unit 10 teacher. When two Unit 10 teachers are candidates for the same extra-curricular position and both have virtually the same qualifications, preference shall be given to the candidate who has the lesser number of extra-curricular assignments. The assessment of the candidates' qualifications rests with the administrator(s) who are interviewing for the position.

Section 9. Calendar

- 9.1 A teacher institute day of five hours duration will be scheduled the first day of the school year. The principal of each building will be responsible for developing the institute agenda for the day with input from a committee of teachers representing their building. (See paragraph 9.6 below on teacher institute days). Teachers may work in the school buildings beyond the five hours devoted to the institute in preparation of the first day of student attendance.
- 9.2 One and one-half (1½) in-service days will be used for parent/teacher conferences in all schools the second or third Thursday and Friday of the second quarter. Conferences will be held Thursday for seven (7) hours between the hours of 12:00 p.m. and 8:00 p.m., and Friday from 7:30 a.m. to 12:30 p.m. Teachers will receive a one (1) hour dinner on Thursday. Total time scheduled for conferences will be the same as the total time of the teachers' regular workday. In the event the District is legally required to establish 176 student attendance days in a school year, the district will designate both days designated as parent-teacher conference days e-learning days, in which students will not attend school but will complete a teacher prepared e-learning project on both days.
- 9.3 The first scheduled school day immediately following the Winter Break shall be a student attendance day and not a teacher institute day. A teacher institute day of five hours duration will be scheduled the Friday before the Dr. Martin Luther King, Jr. holiday. The District Administrators principal will be responsible for developing the institute agenda for the day with input from a committee of teachers representing their building. (See paragraph 9.6 below on teacher institute days). Teachers may work in the school buildings beyond the five hours devoted to the institute."
- 9.4 When a county-wide teacher institute is held by the ROE, Unit 10 will schedule a teacher institute on the same day, so Unit 10 teachers can attend.
- 9.5 A teacher institute day of five hours duration will be scheduled the last day of the school year. (See paragraph 9.6 below on teacher institute days).
- 9.6 Teacher institute programs must be approved by the Superintendent, Board of Education, and Regional Superintendent of Schools prior to the institutes. A teacher institute program for each teacher institute day will be developed each spring for the following school year. A committee of district administrators and CEA representatives will prepare the teacher institute program to present to the Superintendent for approval by May 1 of each year.

Article IV: Employment Conditions (cont'd.)

Section 10. Employees who are required to file a State of Economic Interests must file the form and provide the school Business Office with a copy of the employee's receipt of filing not later than the required filing date. Notification of the need to provide a copy of receipt to the Board Office shall be given 30 days in advance of any withholding of salary payments. In the event such evidence is not provided to the Business Office, the District shall withhold salary payments to the employee until compliance is provided.

Section 11. Teacher Dress and Appearance

11.1 The CEA and the Board share a mutual desire to present a positive image of our schools. The CEA acknowledges that teachers have a responsibility to present an appropriate appearance when at work. The Board acknowledges that teachers desire to be able to use their professional judgment in determining what attire is appropriate. The parties agree that teacher attire should be neat, clean, and appropriate to the particular work environment, work style, and seasonal time of the year. Ripped, torn, or dirty clothing are not considered appropriate attire.

Section 12. Lesson Plans

On the last workday of each week, teachers and itinerate teachers shall have lesson plans written in advance for the following week. Classroom teachers shall leave their lesson plans in their classroom at a location mutually agreed upon with their administrator. Itinerate teachers shall leave a copy of their lesson plans in the office of the last building in which he/she worked on the last day of the week.

All grade books and lesson plan books, both hard copy and electronic, are the property of the school district and must be submitted to the principal, upon request, at the end of each school year, (Ref: Board Policy 6:280).

Secton 13. Grading

13.1 For K through 6th grades, there shall be five (5) working days from the end of the quarter to the date that grades are required to be submitted for teachers to compile, enter and submit grades. For 7th through 12th grades, there shall be three (3) working days from the end of the quarter to the date that grades are required to be submitted for teachers to compile, enter and submit grades (fourth quarter grades will be due prior to the end of the quarter).

13.2 During the last seven (7) days of school, there shall be no formal observations held. Informal observations will not penalize a teacher for his/her use of instructional time to complete the end-of-year grading requirements.

13.3 K-2 teachers shall be given an extra day to convert the beginning, developing and secure report card marks to State-acceptable marks for the State report.

Article IV: Employment Conditions (cont'd.)

- 13.4 If there is any problem with technology (hardware or software), then the date that grades are due shall be extended to allow teachers adequate time to complete grades after the problem is fixed. The time will be mutually agreed upon by the Association leadership and the Administration.

ARTICLE V: EMPLOYEE FACILITIES, EQUIPMENT AND MATERIALS

- Section 1.** The Board and the Association mutually recognize the importance of continuous use of adequate employee reference material in maintaining a high level of professional performance. Suggestions for additional reference materials are encouraged.
- Section 2.** Each school will have designated areas, apart from students, for use as a staff dining room. The meeting of this standard is subject to the limitations of existing building facilities.
- Section 3.** Telephone facilities shall be made available to employees for their reasonable use for school related business. Effort shall be made to provide public pay phone facilities.
- 3.1 Personal calls on school phones, except in emergencies, are discouraged. If a long distance personal call is made, this charge must be billed to the employee's home.
- Section 4.** Space shall be provided in which teachers may safely store instructional materials and supplies.
- Section 5.** The Board shall provide one of the following facilities for each employee: a separate locked desk or filing cabinet with lock. The Board shall also provide a suitable closet or locker space for coats and personal articles.
- Section 6.** The Board shall provide adequate parking space for employees at schools where areas can be made available and their use will not interfere with the instructional program.
- Section 7.** A communication system shall be provided in all new school buildings so that teachers can communicate with the school's main office from their work stations.
- Section 8.** The Board agrees to make available for each building typing, duplicating facilities, and clerical personnel to aid the employees in the proper execution of their assigned duties.
- Section 9.** An employee lounge shall be provided in any new buildings, or considered in additions of existing buildings. These and existing lounges shall be adequately furnished and cleaned daily. Air conditioning shall be installed in all faculty lounges.
- Section 10.** Annually, each employee shall be given the opportunity to submit, through the principal, requisitions for instructional materials and supplies for the following school year. Such requests shall be submitted on forms provided by the Director of Business Affairs and shall be in sufficient detail as to provide positive identification on all items for the purpose of taking bids and purchasing. Requests shall also contain a statement as to the intended use of the item and how it will contribute to the effective presentation of the subject for which it is intended; this information to be used by the

Article V: Employee Facilities, Equipment and Materials (cont'd.)

principal, appropriate administrator, and the Superintendent in determining the educational priority to be assigned the request. These requests shall be due in time for their consideration in the preparation of the tentative budget, as determined by the Superintendent and the Director of Business Affairs.

- 10.1 The need for the employees to know the disposition of their requests prior to the start of school in the fall is recognized, and as a general practice, this information will be in the hands of the respective principals one week before the opening of school.
- 10.2 Employees may also submit, through their respective principals, requisitions or requests for materials necessary during the current school year. Needless to say, employees are encouraged to include items for which the need is foreseeable in their annual requisitions, and items requested during the year should be identified in detail, and the need justified the same as with annual requests. Notification to the employee through the principals as to the disposition or status of the request shall be made within three or four weeks of the receipt of the request in the central office.

Section 11. In that textbooks, supplies, and computer software are tools of the teaching profession, the Board expects the selection of textbooks, supplies, and computer software to involve the classroom teacher. The Board recognizes that library reference materials, maps and globes, laboratory equipment, audio-visual equipment, teaching aids, current periodicals, standardized tests and questionnaires, and similar materials are also tools of the teaching profession. Further, textbooks should reflect the contribution of minority groups to the historical, scientific, and social development of the United States, and this factor shall be one of the criteria, where applicable, to be used in the ultimate selection of textbooks and other materials. The Board recognizes that the teachers of a given grade level, subject area or department, such as Special Education, Music, P.E., are the most knowledgeable to select the appropriate textbooks, library materials and other instructional materials for their subject and/or grade level. Accordingly, the following procedure shall be used to adopt textbooks, library materials and any supplemental instructional materials:

- 11.1 Textbook adoption shall be on recommendation of the Superintendent or his/her delegated representative with the advice of a representative committee of teachers involved in its use. The teachers in the grade level or subject area shall, after study and investigation, make recommendations to the appropriate department chairman, sub-department, or elementary curriculum chairman. The recommendations, with a written endorsement and certificate of evaluation, as originally presented by the teachers, shall then be submitted to the appropriate administrator who shall present the recommendations to the Superintendent for presentation to the Board.
- 11.2 The Board shall take formal action on the teachers' recommendations. The Board shall accept the teachers' recommendations unless it has sufficient and good cause to reject them. To take formal action shall mean to vote in official session to accept, reject, or refer back through the administration to the teachers. The Board shall notify through the administration the involved teachers of its decision within ten (10) days of its decision. If the Board's action shall be other than acceptance, such notification shall list in writing the reasons for its actions.

Section 12. The Board policy regarding computer security and District network/Internet use that was negotiated and agreed to between the Board and the CEA on or about February 5, 1998 shall govern employees' use of District computer equipment and use of the District's electronic network.

Article V: Employee Facilities, Equipment and Materials (cont'd.)

- Section 13.** Surveillance Cameras: The District agrees that it will not install surveillance cameras in student instructional areas or teachers' lounges without first giving notice and bargaining with the Association consistent with the Illinois Educational Labor Relations Act. In the event surveillance cameras are installed in student instructional areas or teachers' lounges, the following procedures shall apply:
- A. The District shall not use any surveillance tape from student instructional areas or teachers' lounges to evaluate the performance of teachers nor shall these tapes be used to investigate complaints of poor job performance lodged against teachers. Rather, surveillance tapes from student instructional areas and teachers' lounges can only be used to investigate allegations of student or teacher criminal misconduct.
 - B. If the District uses a surveillance tape to investigate teacher criminal misconduct, the Association shall be provided a copy of the surveillance tape at no cost.
- Section 14.** It is agreed that there will be a cap limit of twenty-nine students per year that may participate in the Running Start Program beginning with the 2018-19 school year.

ARTICLE VI: STAFF PROTECTION

- Section 1.** All complaints or allegations brought against a teacher(s) shall remain confidential and may only be disclosed or discussed with persons with a need to know the information. Any complaint or allegations against a teacher(s), deemed by the Superintendent or his/her designee to be appropriate for investigation and which might warrant action against the teacher(s), shall be brought to the attention of the teacher(s) involved in a timely manner and before any final action against the teacher(s). The Superintendent or his/her designee will schedule a conference with the teacher(s) to discuss the complaint and to allow the teacher(s) to respond to the complaint. Complaints that have not been investigated or which are determined by the Board or its representative to have no validity shall not be placed in the teacher's personnel file.
- No notice of a complaint by a parent, parents, or student shall be included in the teacher's personnel file unless a conference is held between the teacher and an administrator and a copy of the complaint is given to the teacher in writing. Following the conference the administrator will give the teacher a written summary of the conference and may place the summary in the personnel file. The administrator may offer to remove the summary from the personnel file after a specified period of time provided no further incidents of that nature or of a related nature are observed or reported during that time period. No material related to any such complaint shall be used for punitive or disciplinary action against a teacher unless it has been placed in the teacher's personnel file in accordance with the requirements of this Article. This does not preclude administrators from holding conferences with the teacher for the purpose of gaining information concerning the problem or tendering remedial suggestions.
- Section 2.** The teacher shall have the right to answer any material filed under Section 1 above, and her/his answer shall be attached to the complaint.

Article VI: Staff Protection (cont'd.)

- Section 3.** The Board shall indemnify and protect employees against any loss, damage, or destruction of personal effects while on duty for the District due to fire or "acts of God," subject to the insurable interest of the School District against such losses.
- Section 4.** Although the Board recognizes that the teacher has the responsibility for the maintenance of discipline within his or her classroom, the Board also recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.
- 4.1 A teacher may temporarily exclude a pupil from a class when, in the opinion of the teacher, the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the pupil intolerable. The teacher shall fill out the appropriate form, indicating the problem and what remedial steps have been taken, and send it to the principal.
- 4.2 A pupil temporarily excluded by a teacher shall be sent from the classroom to the appropriate office, and the pupil shall be referred to the building principal or the principal's designee.
- 4.3 The building principal or the principal's designee shall take appropriate action to solve the discipline problem. Should the principal's decision include the re-admittance of the pupil to class, the teacher shall be notified in writing or through a teacher/principal conference of the conditions under which the re-admittance of the pupil is granted.
- 4.4 If the misconduct continues or if the pupil fails the conditions as set by the building principal for re-admittance, the teacher and principal shall meet to resolve the situation.
- Section 5.** Procedures for suspension and expulsion of pupils from school shall be distributed to administrators, teachers, students and parents each year.
- Section 6.** The Board's policy governing the use of corporal punishment shall be in accordance with the School Code. A written statement by the Board governing the use of corporal punishment of pupils shall be distributed to all employees no later than the first week of each school term.

ARTICLE VII: EMPLOYEE AUTHORITY AND RESPONSIBILITY

- Section 1.** The Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not be expected to assume ongoing responsibility for emotionally disturbed students.
- 1.1 The parties recognize that pupils having special problems may require specialized experience. Teachers having such students in their classroom may request special help.
- 1.2 The Board, to assist the teacher, will endeavor to provide remedial reading teachers in accordance with the State recommendation.