

ARTICLE VIII: EMPLOYEE EVALUATION

- Section 1.** Certified employees shall be evaluated while serving in their professional capacities by an administrator qualified under 105 ILCS 5/24A-3. The evaluator is responsible for written evaluations of all certified employees assigned to him/her. The evaluator's responsibilities include:
- 1.1 Orienting each employee to the evaluative procedures and instruments during the first five weeks of his/her assignment to the building.
 - 1.2 Assuring that all tenured employees receive a written evaluation at least once every two years which shall consist of the following:
 - 1.2.1 A goal-setting and evaluation procedures pre-conference (with access to the evaluation plan documents which will be explained to the employee) within the first forty (40) employee working days of the evaluation cycle. The evaluation cycle will begin February 16. Each employee who has attended the goal-setting and evaluation pre-conference will sign off that they attended said conference. [For the 2012-2013 school year ONLY, tenured teachers' evaluation cycle will begin on the first working day of the school year and the goal-setting and evaluation procedures pre-conference will be conducted within the first five (5) weeks of the work year.]
 - 1.2.2 At least one formal observation consisting of a pre-conference, an observation (30 minutes minimum) within 10 working days of the pre-conference, and a post-observation conference within 10 days of the observation. The purpose of the post-observation conference will be to discuss the over-all performance observed. In addition, the administrator will provide the employee an opportunity to request additional observation(s) *and be observed* for purposes of demonstrating improved performance in any area.
 - 1.2.3 Informal performance observations will be as needed or appropriate. Within ten (10) working days, written comments which are noted as an informal observation will be shared with the employee. A conference will be held between the evaluator and employee to discuss the informal observation report, provided the employee submitted a written request for such a conference to the evaluator within 10 school days from the date he/she received the informal observation report.

The administrator will provide the employee an opportunity to request additional observation(s) *and be observed* for purposes of demonstrating improved performance in any area.
 - 1.2.4 A performance reflection conference will be held between the employee and his/her evaluator by February 1 of the final year of the evaluation cycle.
 - 1.2.5 A summative conference will be held prior to February 15 of the final year of the evaluation cycle. The written summative evaluation document, which will include the overall performance rating, will be presented to the employee at this conference.

Article VIII: Employee Evaluation (cont'd.)

1.2.6 The employee may request in writing additional informal and/or formal observations throughout the evaluation cycle but prior to the date of the performance reflection conference.

1.3 Non-tenured employees will receive a written evaluation every year which shall consist of the following:

1.3.1 A goal-setting and evaluation procedure pre-conference (with access to the evaluation plan documents provided which will be explained to the employee) within the first five (5) weeks of the evaluation cycle. For first-year employees, the evaluation cycle will begin on the first day of employment; for continuing employees, the evaluation cycle will begin on February 16. Each employee who has attended the goal-setting and evaluation pre-conference will sign off that they attended such conference.

1.3.2 At least one formal observation consisting of a pre-conference, an observation (30 minutes minimum) within 10 working days of the pre-conference, and a post-observation conference within 10 days of the observation. The purpose of the post-observation conference will be to discuss the over-all performance observed. In addition, the administrator will provide the employee an opportunity to request additional observation(s) and be observed for purposes of demonstrating improved performance in any area.

1.3.3 Informal performance observations will be as needed or appropriate. Within ten (10) working days, written comments which are noted as an informal observation will be shared with the employee. A conference will be held between the evaluator and employee to discuss the informal observation report, provided the employee submitted a written request for such a conference to the evaluator within 10 school days from the date he/she received the informal observation report.

The administrator will provide the employee an opportunity to request additional observation(s) *and be observed* for purposes of demonstrating improved performance in any area.

1.3.4 A performance reflection conference will be held between the employee and his/her evaluator by February 1.

1.3.5 A summative conference will be held prior to February 15 of the final year of the evaluation cycle. The written summative evaluation document, which will include the overall performance rating, will be presented to the employee at this conference.

1.3.6 The employee may request, in writing, additional informal and/or formal observations throughout the evaluation cycle but prior to the date of the performance reflection conference.

Article VIII: Employee Evaluation (cont'd.)

- 1.4 Documents of an evaluative nature which may be referenced in or attached to an employee's final evaluation provided the documents were written remarks shared by/with the employee. All observations (informal and formal) shall be based on verifiable, or observable, or measurable criteria and/or conform to any applicable rubric and ratings system of the evaluation plan.
- 1.5 The written summative evaluation document, after being signed by the employee, shall be filed in the employee's personnel file in the central administration office, and a duplicate of that report shall be made available to the employee. The employee may attach written remarks to this document.
- 1.6 Providing definite, positive assistance in rectifying professional difficulties, if any are indicated, during the evaluation cycle. In the event of remediation, a consulting employee from within the District, when possible, will be made available. The consulting employee shall be selected from a list of qualifying consulting employees supplied by the Association, or from a list supplied by the **Regional Office of Education**, in the event the Association elects not to provide such a list.
- 1.7 Reports of substitute employees should not be of an evaluative nature and a copy of the report will be available to the regular employee.

Section 2. Itinerant staff shall be assigned to a home-school by the administration prior to the first week of school. Except for IEP coordinators and school psychologists, the home-school principal, or his/her qualified designee, will be the evaluator of the itinerant employee. IEP coordinators and school psychologists will be evaluated by the district's special education director.

Section 3. All monitoring or observation of the work performance of an employee shall be conducted with the full knowledge of the employee.

Section 4. The above stipulations do not preclude informal and impromptu visits to the classroom for the purpose of informal evaluation.

Section 5. In the event that a tenured employee receives a performance rating of "Needs Improvement," the employee shall be subject to a professional development plan. The evaluator, in consultation with the employee, and taking into account the employee's on-going professional responsibilities including his or her regular teaching assignments, shall develop the professional development plan. The evaluator and employee will have an initial meeting to discuss the employee's performance issues as indicated from deficiencies noted in their evaluation.. A second meeting will be held to finalize the professional development plan, at which time the employee may bring a District employee to provide professional support at this meeting. The professional development plan shall be developed within 30 school days of the receipt of the "Needs Improvement" rating by the teacher.

Section 6. In the event that a tenured employee receives a performance rating of "Unsatisfactory," the employee shall be subject to a remediation plan. The certified employee, the Association, a consulting teacher and the employer all shall participate in the development of the remediation plan. The development and commencement of the remediation plan shall commence within 30 school days of the receipt of the "Unsatisfactory" rating by the teacher.

Article VIII: Employee Evaluation (cont'd.)

Section 7. The evaluation plan may be changed in accordance with the Illinois School Code, 105 ILCS 5/24A-4 and state regulations. Such changes, if any, shall be developed in cooperation with the Association. The Association will appoint a committee of five (5) members to meet with five (5) District administrators to cooperate in the development of any changes to the District's evaluation plan. The parties will mutually agree on the date/time for committee meetings. Until such time, the certified employee evaluation instrument in effect during the current Agreement shall continue to be used.

ARTICLE IX: EMPLOYEE DISCIPLINE

Section 1. For members of the bargaining unit represented by the Association, employee discipline shall mean written reprimand, suspension without pay, or dismissal. The Board subscribes to the principles of due process and progressive discipline, and shall not administer discipline against a teacher without good cause. For purposes of this Article, dismissal shall not apply to non-tenured teachers. Tenured teachers may only be dismissed pursuant to the Illinois School Code.

- 1.1 Prior to administering discipline, the Board or the appropriate administrator shall conduct a fair and objective investigation to determine whether the teacher has violated a rule or policy of the District. The alleged offense and the past record of the teacher will be taken into consideration when deciding whether to administer discipline and in determining the appropriate degree of discipline. The degree of discipline to be administered in a particular case shall be reasonably related to the seriousness of the proven offense.
- 1.2 Prior to administering a written reprimand, the administrator issuing the written reprimand shall provide to the teacher written notice of the allegations in question, and shall provide the teacher the opportunity to have a hearing on the allegations before the administrator issuing the written reprimand. If the teacher requests such a hearing, he/she shall be entitled to have an Association representative of his/her choice present at the hearing to advise, assist, and represent the teacher. At the hearing, the teacher and his/her Association representative shall have the opportunity to cross-examine witnesses bringing testimony against the teacher, and shall have the opportunity to present evidence on his/her own behalf.
- 1.3 Suspensions without pay may only be issued by the Superintendent or the Board. Teachers suspended without pay may request a hearing in closed session before the Board to review his/her suspension without pay. The teacher shall be entitled to have an Association representative of his/her choice present at the hearing to advise, assist, and represent the teacher. At the hearing, the teacher and his/her Association representative shall have the opportunity to cross-examine witnesses bringing testimony against the teacher, and shall have the opportunity to present evidence on his/her own behalf.

Article IX: Employee Discipline (cont'd.)

- Section 2.** Nothing in this Article shall be interpreted to prevent the Superintendent from immediately placing on a non-disciplinary administrative leave with pay any employee whose conduct can reasonably be construed to create a condition of emergency which threatens or may threaten the health, safety or welfare of any student or school personnel. Prior to imposing an administrative leave with pay on an employee, the principal shall inform the employee of the decision and the reason(s) therefore. Following completion of the investigation, if the District decides that no disciplinary action is warranted, no record of the administrative leave with pay or the investigation will be included in the employee's personnel records. If, following the completion of the investigation, the District decides that disciplinary action is warranted, the employee shall be afforded the due process set forth in Section 1 above.
- Section 3.** All meetings or hearings conducted pursuant to this Article shall be confidential.
- Section 4.** The District will not disclose personnel information except in accordance with the Illinois Personnel Records Review Act.

ARTICLE X: EMPLOYMENT QUALIFICATIONS AND ASSIGNMENTS

- Section 1.** Employees shall not be assigned on a regular basis outside the scope of their teaching certificate or their major or minor fields of preparation except for good cause.
- Section 2.** No new teacher shall normally be employed for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university. An exception shall be made in the case of vocational instructors whose need for technical skill in the subject to be taught makes it necessary to compromise standards as to formal training in order to secure a teacher capable of performing the assignment well.
- Section 3.** The employment of teachers shall be confined to candidates holding proper certification and qualifications as it pertains to their position(s) in accordance to State Board of Education Document Number 1.
- Section 4.** The Board shall continue to provide reasonable funds for staff development activities such as attendance at professional conferences and meetings and in-district programs relating to their teaching assignment and professional growth as a teacher. Prior authorization of the Superintendent is required to attend professional conferences and meetings. Limitations may be placed on the funds allocated for an individual to attend a specified professional conference or meeting.
- Section 5.** All teachers shall be notified as soon as possible of their specific assignments for the next school year.
- Section 6.** Employees may make written application to the Director or Assistant Superintendent of Human Resources for transfer to any available open position in the District for which they are qualified.

Article X: Employment Qualifications and Assignments

Section 7. The Board supports a policy of considering filling vacancies, including vacancies in supervisory and administrative positions from within the faculty and staff. Whenever a permanent vacancy arises, the Superintendent, or his/her designee, shall post notice of same on the central office bulletin board and, when buildings are staffed with teachers, send a written notice to each school building for posting, and notice to the Association President. The Superintendent or his/her designee may simultaneously place a public advertisement for the purpose of accepting external applications for the vacant position. Whenever a permanent vacancy arises two (2) weeks before the start of school, teachers shall be given a maximum of three (3) work days to make application. Any time buildings are staffed with teachers, a teacher shall be given a maximum of three (3) school days to make application. If an applicant, following an interview, is not selected, he/she may contact the administrator with whom they interviewed within ten (10) school days of the notification. Upon the request of the employee, a conference will be held and the reasons for the selection of another candidate will be discussed.

Section 8. The District agrees that, in the event it considers the involuntary transfer of a member of the bargaining unit represented by the Association, such involuntary transfer will only be implemented for legitimate District purposes and not in an arbitrary or capricious manner, or for punitive reasons. The District will not implement such a transfer without providing to the affected teacher(s) and the Association a written notice containing an explanation as to the reasons(s) why the transfer is being made. This notice shall be in writing and shall be given within thirty (30) calendar days prior to the effective date of the transfer. Prior to the effective date of the transfer, the Superintendent or his/her designee will meet with the affected teacher(s) and Association representative(s) to review and discuss the reasons for the transfer.

8.1 The Board shall release the teacher from their contract if they so request if a qualified replacement is available.

8.2 The teacher involuntarily transferred may apply for and will receive consideration for a transfer into future vacancies.

Section 9. Teachers Displaced for Reasons Other Than Reduction In Force ("RIF"):

In the event a teacher's position is eliminated for a reason other than a RIF, the teacher shall be permitted to bump into any position for which he/she is qualified, provided that such teacher:

- a) Is certificated for the position he/she is bumping into, and
- b) Has more District seniority than the teacher he/she is bumping.

Section 10. Positions in the Collinsville summer school program shall, to the extent possible, be filled by teachers regularly employed in the Collinsville school system.

Section 11. In filling summer school positions, consideration shall be given to a teacher member's degree of competence, experience, subject level or grade level qualifications and quality of teaching performance.

Article X: Employment Qualifications and Assignments (cont'd)

Section 12. All openings for summer school shall be posted as early as possible so interested teacher members may apply.

Section 13. The ultimate selection of summer school teachers to be recommended to the Board of Education for employment shall be made by the Superintendent of Schools in accordance with the above guidelines.

Section 14. Permanent Substitute Teacher:

The Board and the CEA agree as follows with respect to permanent substitute teachers:

1. The position of permanent substitute teacher, if and when utilized by the Board or Administration, will be considered included in the bargaining unit represented by the CEA.
2. The position of permanent substitute teacher will not be utilized except in cases of extreme emergency and where no other practical alternative options are available.
3. The position of permanent substitute teacher shall not be used as a form of disciplinary action against a teacher; nor shall a teacher be involuntarily assigned to the position of permanent substitute teacher as a means to avoid, bypass, or forego the agreed upon procedures for employee observation, evaluation, remediation, and discipline.
4. A teacher who is assigned to the position of permanent substitute teacher shall suffer no reduction in salary, benefits, seniority, employment status, or other terms and conditions of employment due to the assignment to permanent substitute teacher.
5. An assignment to the position of permanent substitute teacher shall be considered a temporary assignment which will not exceed the remainder of the school year.
6. Individuals assigned to the position of permanent substitute teacher shall be properly certified and qualified for the duties attendant to that position, in accordance with the Agreement, Board policies, rules and regulations of the Illinois State Board of Education, and applicable state and federal statutory and case law.
7. The job description which will be utilized for the position of permanent substitute teacher shall be the Teacher Job Description which is contained in the District's Evaluation Plan.
8. Individuals assigned to the position of permanent substitute teacher shall be entitled to a duty-free lunch period equivalent to that provided to all other bargaining unit members within the building to which the permanent substitute teacher is assigned.
9. Individuals assigned to the position of permanent substitute teacher shall be entitled to relief and preparation periods in accordance with the provisions of the Agreement.

Article X: Employment Qualifications and Assignments (cont'd)

10. An individual assigned to the position of permanent substitute teacher shall not be formally evaluated until after that individual resumes a regular classroom assignment. The time spent as a permanent substitute teacher shall not be included in the evaluation of such individual, unless the teacher fails to perform the duties of the permanent substitute position.
11. An individual assigned to the position of permanent substitute teacher and who is required to travel between or among work sites as a part of that assignment shall be entitled to compensation for mileage in accordance with the Agreement.
12. The workday for a permanent substitute teacher shall be the same as for all other bargaining unit members within the building to which the permanent substitute teacher is assigned.
13. The duties of a permanent substitute teacher shall be essentially the same in nature as those of the teacher whom the permanent substitute teacher is replacing. A permanent substitute teacher shall not be expected or required to perform work or duties that do not normally fall within the purview of certified teaching work. Individuals assigned to the position of permanent substitute teacher shall not be expected or required to write lesson plans, unless the regular teacher is unable or unwilling to write the lesson plans.
14. An individual assigned to the position of permanent substitute teacher will be the first called each day when the District is calling to arrange for substitutes.

Section 15. Standards and Expectations for Coaches

This list is intended by the District and the CEA to serve as a set of guidelines and mutual understandings to assist coaches in developing and implementing their respective programs, and not to be a part of the evaluation of coaches, except as previously bargained and included in the coaches' evaluation process and instrument.

1. Conduct regular practices appropriate to the sport.
2. Teach the fundamentals and rules of the game to participants.
3. Encourage participants, by use of example, to practice good sportsmanship in practice and at games, both in victory and in defeat.
4. Develop and implement a set of team rules and expectations that will be applied fairly and equitably to all participants.
5. Abide by IHSA and appropriate conference rules, constitutions, and by-laws.
6. Maintain open and honest communications with the athletic director and administrative staff.
7. Maintain open and honest communications with players and parents.

Article X: Employment Qualifications and Assignments (cont'd)

8. Remember that coaching decisions should reflect the best interest of the team/program.
9. Assist athletes in the pursuit of college/university scholarships.
10. Work with the booster club (if one exists) to promote the program.
11. Maintain positive communication with the press; report contest results to the press in a timely manner.
12. Encourage the athlete to do his/her best.
13. Maintain the safety and welfare of athletes during practices and competition.
14. Maintain current knowledge of techniques and strategies of the game.
15. The coach shall have the sole responsibility to determine who competes in the contest and the amount of playing time for each player.
16. The Board agrees to the following item in the Standards and Expectations for Fans and Parents:

With respect to any questions, concerns, or complaints that a participant, parent or guardian, or fan may have concerning any aspect of the program, the following communication channel will be adhered to:

- a. If a participant, parent or guardian, or fan has any questions, concerns, or complaints, about their son(s)/daughter(s) exclusively, or the program, they should first contact their son(s)/daughter(s)' coach at a time that can be mutually agreed upon. The day of a contest is usually not considered a mutually agreed upon time by the coaching staff. The coaching staff should be contacted during reasonable daytime hours.
- b. If a participant, parent or guardian, or fan has any questions, concerns, or complaints, the proper communication channels are listed below:
 - 1) Appropriate coach for the team level
 - 2) Head Coach
 - 3) Athletic Director
 - 4) Principal
- c. Meeting with the Class Level Coaches may include the Head Coach at the option of the Class Level Coach. All meetings may include the option of having the next level of personnel in attendance. Meetings with the next level of staff may be requested if the concerns have not been remedied. However, the proper chain of command must be followed.

Article X: Employment Qualifications and Assignments (cont'd)

- d. The participant, parent or guardian, or fan raising the question, concern, or complaint can expect an explanation from the Coach regarding the Coach's decision; however, the participant, parent or guardian, or fan will be expected to accept/respect the explanation provided for them.
- e. Any questions, concerns or complaints raised by a participant, parent or guardian, or fan shall be handled in a confidential manner among the coach involved and his/her Association representatives if requested, the person or persons raising the question, concern or complaint, and the individual(s) indicated in the above-listed proper communication channels, as appropriate.
- f. No such question, concern, or complaint shall be discussed with or presented to any other individuals without the prior knowledge and agreement of the involved Coach, and without first exhausting the above-listed communication channel.

ARTICLE XI: CLASS SIZE

- Section 1.** The administration shall make all efforts not to have more than twenty-four (24) pupils assigned to Kindergarten and Grades 1, 2, and 3. All efforts shall be made not to have more than twenty-eight (28) pupils assigned to Grades 4, 5, and 6.
- 1.1 If a class size for Grades K-6 is larger than the above after the first two weeks of school of any given semester, the Superintendent of Schools shall set a meeting date with the teachers who so desire and the building principals whose class sizes exceed the stated numbers. If the problem of oversized classes is not resolved at this meeting, the Superintendent shall give a written report to the Association within one week of the above mentioned meeting, stating the reasons class size or sizes cannot, or should not, be reduced, and a copy of the report shall be presented to the Board in open meeting.
- Section 2.** All efforts shall be made for junior high middle school and high school classes not to exceed thirty (30) pupils, except in team teaching situations and where work stations will determine the number of pupils per class.
- 2.1 If a class size for middle school or high school are larger than the above after the first two weeks of school of any given semester, the Superintendent of Schools shall have a meeting within the third week of the semester with the teachers, Association representatives, and the building principals whose class sizes exceed the stated numbers. The Superintendent shall notify all parties of the meeting.

Article XI: Class Size (cont'd)

- Section 3.** The term “make all efforts”, as used above in Section 1 shall take into consideration potential negative impact on students and will include, but not be limited to the following:
- a. Transferring students between sections in the building.
 - b. Busing students to a different building.
 - c. Requesting parents to voluntarily transport their child to a different building.
 - d. Create a new section subject to Board approval
 - e. Requesting recommendations from the Association for ideas on how to address the class size issue(s).

Section 4. 70/30 IEP Ratio. 70/30 class ratio.

- 4.1 The 30% shall be calculated by the number of students enrolled in the class.
- 4.2 If more than 30% of the students have IEP's, then the Administration shall notify the Association with ten (10) working days of the overage (of the circumstance) and the Association leadership and district shall mutually agree on any exception by using ISBE Form 34-38A.

Section 5. Special Education Caseload

In any general education classroom, the total number of general education students and students with special needs will be subject to the class size language set forth in Article XI of the current parties' collective bargaining agreement and such numbers will not exceed the case load/class size limits pertaining to students with special needs as set forth in Section 226.730 of the Illinois Administrative Code.

A special education teacher or educational assistant(s) shall be present with the general education teacher, as mandated by the student's IEP, while special needs students are in the general education classroom with the general educational teacher.

If a student is enrolled in a PE and/or Music section that exceeds the maximum class capacity due to grade level class size or 70/30 ratio, then an Educational Assistant will remain with the student(s) during that specific class period.