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## 5:190 Teacher Qualifications

A teacher, as the term is used in this policy, refers to a District employee who is required to be licensed under State law. The following qualifications apply:

1. Each teacher must:
  - a. Have a valid Illinois Professional Educator License issued by the State Superintendent of Education with the required endorsements as provided in the School Code.
  - b. Provide the District Office with a complete transcript of credits earned in institutions of higher education.
  - c. On or before September 1 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the District Office with a transcript of any credits earned since the date the last transcript was filed.
  - d. Notify the Superintendent of any change in the teacher's transcript.
2. All teachers working in a program supported with federal funds under Title I, Part A must meet applicable State certification and licensure requirements.

The Superintendent or designee shall:

1. Monitor compliance with State and federal law requirements that teachers be appropriately licensed;
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; and
3. Ensure parents/guardians of students in schools receiving Title I funds are notified of their right to request their students' classroom teachers' professional qualifications.

LEGAL REF.: 20 U.S.C. §6312(e)(1)(A).  
105 ILCS 5/10-20.15, 5/21-11.4, 5/21B-15, 5/21B-20, 5/21B-25, and 5/24-23.  
23 Ill.Admin.Code §1.610 et seq., §1.705 et seq., and Part 25.

CROSS REF.: 6:170 (Title I Programs)

AMENDED: January 18, 2017

## **5:192 Negotiations**

**Please refer to the "Professional Agreement Between the Board of Education and The Rockton Teachers' Association".**

ADOPTED: September 23, 1999

## **5:200 Terms and Conditions of Employment and Dismissal**

The School Board delegates authority and responsibility to the Superintendent to manage the terms and conditions for the employment of professional personnel. The Superintendent shall act reasonably and comply with State and federal law as well as any applicable collective bargaining agreement in effect. The Superintendent is responsible for making dismissal recommendations to the Board consistent with the Board's goal of having a highly qualified, high performing staff.

### Duty-Free Lunch, School Day, Salary, Evaluation

**Please refer to the "Professional Agreement Between the Board of Education and The Rockton Teachers' Association".**

### School Year

Teachers shall work according to the school calendar adopted by the Board, which shall have a minimum of 172 student attendance days and a minimum of 180 teacher work days, including teacher institute days. Teachers are not required to work on legal school holidays unless the District has followed applicable State law that allows it to hold school or schedule teachers' institutes, parent teacher conferences, or staff development on the third Monday in January (the Birthday of Dr. Martin Luther King, Jr.); February 12 (the Birthday of President Abraham Lincoln); the first Monday in March (known as Casimir Pulaski's birthday); the second Monday in October (Columbus Day); and November 11 (Veterans' Day).

### School Day

Teachers are required to work the school day adopted by the Board. Teachers employed for at least 4 four hours per day shall receive a duty-free lunch equivalent to the student lunch period, or 30 minutes, whichever is longer.

The District accommodates employees who are nursing mothers according to provisions in State and federal law.

### Educational Credits

All undergraduate and graduate credits to be used for salary credit must be pre-approved by the Superintendent. All courses considered must be offered through an accredited institution. Requests for prior course approval must be submitted in writing and contain a description of the course and how it will respond to a need of the school or District, or to the professional growth of the staff person.

In order to advance on the salary schedule teachers shall submit an official transcript no later than October 15 each year. Such credits must be presented in the form of an official transcript, bearing an official seal and registrar's signature of the school from which the credits were earned. "Master's Plus"

additional credits on the salary schedule means that the additional credits must be from courses taken after the Master's Degree is earned. Advancement for education and experience credits will be allowed according to negotiations.

### Experience Credit - New Teacher Applicants

For new teacher applicants, full credit will be allowed for the first five years of outside teaching experience at a school/district that requires state certification of the teaching staff. One year credit will be given for each of the next succeeding 2 years of experience. The following table outlines the process for granting experience on the salary schedule:

### **Years of Experience Credit Allowed on Schedule**

1 - 5 years 1 year credit each

6 - 7 years 6 years credit

8 - 9 years 7 years credit

10 - 11 years 8 years credit

12 - 13 years 9 years credit

14 - 15 years And so forth 10 years credit

### Experience Credit - Current Employees

Longevity movement on the salary schedule shall be based on a Teacher's Full time Equivalent (FTE) for the year. When calculating a teacher's FTE, FMLA or any other non-paid leave will not be considered time worked. Those certified employees working above 50% will advance a full step on the salary schedule at the beginning of the next school year. Those working 50% and below will receive a ½ year's credit, and would remain in their current cell until they have accumulated a full year's credit.

### Salary

Teachers shall be paid according to the salaries fixed by the Board, but in no case less than the minimum salary provided by the School Code. Teachers shall be paid at least monthly on a 10- or 12-month bases.

### Assignments and Transfers

The Superintendent is authorized to make teaching, study hall, extra class duty, and extracurricular assignments. In order of priority, assignments shall be made based on the District's needs and best interests, employee qualifications, and employee desires.

### School Social Worker Services Outside of District Employment

School social workers may not provide services outside of their District employment to any student(s) attending school in the District. School social worker has the meaning state in 105 ILCS 5/14-1.09a.

### Dismissal

The District will follow State law when dismissing a teacher.

### Evaluation

The District's teacher evaluation system will be conducted under the plan developed pursuant to State law.

On an annual basis, the Superintendent will provide the Board with a written report which outlines the results of the District's teacher evaluation system.

LEGAL REF.: 105 ILCS 5/10-19, 5/10-20.60 (P.A. 100-356, final citation pending), 5/14-1.09a, 5/18-8, 5/22.4, 5/24-16.5, 5/24-2, 5/24-8, 5/24-9, 5/24-11, 5/24-12, 5/24-21, 5/24A-1 through 24A-20.

820 ILCS 260/1 et seq.

23 Ill.Admin.Code Parts 50 (Evaluation of Certified Employees) and 51 (Dismissal of Tenured Teachers).

Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532(1985).

CROSS REF.: 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar and Day)

AMENDED: January 24, 2018

## 5:210 Retirement

Please refer to the "Professional Agreement Between the Board of Education and The Rockton Teachers' Association".

### Resignations

Tenured teachers may resign at any time with consent of the School Board or by written notice sent to the Board Secretary at least 30 days before the intended date of resignation. However, no teacher may resign during the school term in order to accept another teaching position without the consent of the Board.

### LEGAL REF.:

105 ILCS 5/24-14.

*Park Forest Heights School Dist. v. State Teacher Certification Bd.*, 842 N.E.2d 1230 (Ill.App.1, 2006).

AMENDED: June 27, 2012

## 5:220 Substitute Teachers

The Superintendent may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold either a valid teaching or substitute license and may teach in the place of a licensed teacher who is under contract with the Board. There is no limit on the number of days that a substitute teacher may teach in the District during the school year, except as follows:

1. A substitute teacher holding a substitute license may teach for any one licensed teacher under contract with the District only for a period not to exceed 90 paid school days in any one school term.
2. A teacher holding a Professional Educator License or Educator License with Stipulations may teach for any one licensed teacher under contract with the District only for a period not to exceed 120 paid school days.

The Illinois Teachers' Retirement System (TRS) limits a substitute teacher who is a TRS annuitant to substitute teaching for a period not to exceed 100 paid days or 500 paid hours in any school year, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

The School Board establishes a daily rate of pay for substitute teachers. Substitute teachers receive only monetary compensation for time worked and no other benefits.

### Emergency Situations

A substitute teacher may teach when no licensed teacher is under contract with the Board if the District has an emergency situation as defined in State law. During an emergency situation, a substitute teacher is limited to 30 calendar days of employment per each vacant position. The Superintendent shall notify the appropriate Regional Office of Education within five business days after the employment of a substitute teacher in an emergency situation.

LEGAL REF.: 105 ILCS 5/21B-20(3).  
23 Ill.Admin.Code §1.790 (Substitute Teacher) and §25.520 (Substitute Teaching License).

CROSS REF.: 5:30 (Hiring Process and Criteria)

AMENDED: January 24, 2018



## **5:222 Part-Time Teachers**

**Part-time teachers will receive a salary and benefits per the terms and conditions of the "Professional Agreement Between the Board of Education and The Rockton Teachers' Association".** Any contract entered into by the BOE for a partial school year shall be computed on a per diem basis.

### Compensation Over 12 Month Period

All certified employees and full-time non-certified staff members will be paid in equal payments every two weeks, over a 12 month period according to the contract year. The District currently does not offer employees an election to receive compensation over any period other than a 12 month period.

AMENDED: May 28, 2008

## **5:224 Provision of Additional Instructional and Co-curricular Services**

School district employees may use school district facilities and buildings for the provision of additional instructional and co-curricular services if no money is charged for services. If money is charged, these services must be provided in conjunction with an organization that has an established relationship with the school board. Such use must be pre-approved annually by the Board and done in accordance with any additional procedures developed by the Superintendent. Additional instructional and co-curricular services are considered those over and above normal education provided by the system, and not generally available to the student body.

ADOPTED: September 23, 1999

REVISED: October 26, 2004

## **5:226 Stipend**

Stipends earned for extra curricular activities will be paid in the following manner:

50% of the agreed upon financial compensation will be paid at the completion of one-half of the activities and/or time span of the program. The remaining 50% of the financial compensation will be paid upon total completion of the activity, project or program.

All stipends are subject to the appropriate tax deductions and will be paid through the regular teacher payroll.

Current compensation rates for extra-curricular activities are listed in the negotiated agreement and the Administrative procedure 5:226.

AMENDED: May 28, 2008

## **5:230 Maintaining Student Discipline**

Maintaining an orderly learning environment is an essential part of each teacher's instructional responsibilities. A teacher's ability to foster appropriate student behavior is an important factor in the teacher's educational effectiveness.

When a student's behavior is unacceptable, the teacher should first discuss the matter with the student. If the unacceptable behavior continues, the teacher should consult with the Building Principal and/or discuss the problem with the parent(s)/guardian(s). A teacher may remove any student from the learning setting whose behavior interferes with the lessons or participation of fellow students; a student's removal must be in accordance with Board policy and administrative procedures.

Teachers shall not use disciplinary methods which may be damaging to students, such as ridicule, sarcasm, or excessive temper displays. Corporal punishment (including slapping, paddling or prolonged maintenance of a student in physically painful positions, and intentional infliction of bodily harm) may not be used. Teachers may use reasonable force as needed to keep students, school personnel, and others safe, or for self-defense or defense of property.

LEGAL REF.:

105 ILCS 5/24-24.

CROSS REF.: 7:190

ADOPTED: September 23, 1999

## **5:240 Suspension**

### Suspension Without Pay

The School Board may suspend without pay: (1) a professional employee pending a dismissal hearing, or (2) a teacher as a disciplinary measure for up to 30 employment days for misconduct that is detrimental to the School District. Administrative staff members may not be suspended without pay as a disciplinary measure.

Misconduct that is detrimental to the School District includes:

- Insubordination, including any failure to follow an oral or written directive from a supervisor;
- Violation of Board policy or Administrative Procedure;
- Conduct that disrupts or may disrupt the educational program or process;
- Conduct that violates any State or federal law that relates to the employee's duties; and
- Other sufficient causes.

The Superintendent or designee is authorized to issue a pre-suspension notification to a professional employee. This notification shall include the length and reason for the suspension as well as the deadline for the employee to exercise his or her right to appeal the suspension to the Board or Board-appointed hearing examiner before it is imposed. At the request of the professional employee made within five calendar days of receipt of a pre-suspension notification, the Board or Board-appointed hearing examiner will conduct a pre-suspension hearing. The Board or its designee shall notify the professional employee of the date and time of the hearing. At the pre-suspension hearing, the professional employee or his/her representative may present evidence. If the employee does not appeal the pre-suspension notification, the Superintendent or designee shall report the action to the Board at its next regularly scheduled meeting.

### Suspension With Pay

The Board or Superintendent or designee may suspend a professional employee with pay: (1) during an investigation into allegations of disobedience or misconduct whenever the employee's continued presence in his or her position would not be in the School District's best interests, (2) as a disciplinary measure for misconduct that is detrimental to the School District as defined above, or (3) pending a Board hearing to suspend a teacher without pay.

The Superintendent shall meet with the employee to present the allegations and give the employee an opportunity to refute the charges. The employee will be told the dates and times the suspension will begin and end.

## Employees Under Investigation by Illinois Dept. of Children and Family Services (DCFS)

Upon receipt of a DCFS recommendation that the District remove an employee from his or her position when he or she is the subject of a pending DCFS investigation that relates to his or her employment with the District, the Board or Superintendent or designee in consultation with the Board Attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended by DCFS, proceeding with:
  - a. A suspension with pay; or
  - b. A suspension without pay.

## Repayment of Compensation and Benefits

If a professional employee is suspended with pay, either voluntarily or involuntarily, pending the outcome of a criminal investigation or prosecution, and the employee is later dismissed as a result of his or her criminal conviction, the employee must repay to the District all compensation and the value of all benefits received by him or her during the suspension. The Superintendent will notify the employee of this requirement when the employee is suspended.

LEGAL REF.: 5 ILCS 430/5-60(b) 105 ILCS 5/24-12., 325 ILCS 5/7.4(c-10).., Cleveland Bd of Educ v. Loudermill, (1985). Barszcz v. Community College District No. 504, 400 F.Supp. 675 (N.D. Ill., 1975). Massie v. East St. Louis School District No.189, 561 1990).

CROSS REF.: 5:290 (Educational Support Personnel - Employment Termination and Suspensions)

AMENDED: January 24, 2018

## 5:250 Leaves of Absence

### Leaves of Absence

Each of the provisions in this policy applies to all professional personnel to the extent it does not conflict with an applicable collective bargaining agreement or individual contract; in the event of a conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

### Sick, Personal, and Bereavement Leave, Child Rearing Leave, Leave of Absence Without Pay

**Please refer to the “Professional Agreement Between the Board of Education and the Rockton Teachers’ Association”.**

Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household or birth, adoption, or placement for adoption.

### Child Bereavement Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, 20 U.S.C §2601 et seq.) to take child bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Child Bereavement Leave Act. Child bereavement leave allows for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of his or her child, (2) making arrangements necessitated by the death of the staff member’s child, or (3) grieving the death of the staff member’s child, without any adverse employment action.

### Leaves for Service in the Military

Leaves for service in the U.S., Armed Services or any of its reserve components and the National Guard, as well as any re-employment rights, shall be granted in accordance with State and Federal Law. A professional staff member hired to replace one in the military service does not acquire tenure.

### General Assembly

Leaves for service in the General Assembly, as well as any re-employment rights, shall be granted in accordance with State and Federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

### Leave for Employment in Department of Defense

The School Board may grant teachers a leave of absence to accept employment in a Department of Defense overseas school.

### School Visitation Leave

An eligible professional staff member is entitled to 8 hours during any school year, no more than 4 hours of which may be taken on any given day, to attend school conferences or classroom activities related to the teacher’s child, if the conference or activity cannot be scheduled during non-work hours, Professional staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick and disability leave. The Superintendent shall develop administrative procedures implementing this policy consistent with the School Visitations Rights Act.

### Leaves for Victims of Domestic or Sexual Violence

Any professional staff member may take an unpaid leave from work who: (1) is a victim of domestic or sexual violence, or (2) has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence. The unpaid leave allows the

employee to seek medical help, legal assistance, counseling, safety planning, and other assistance without suffering adverse employment action.

The Victim's Economic Security and Safety Act, governs the purpose, requirement, scheduling, and continuity of benefits and all other terms of the leave. Accordingly, an employee is entitled to a total of 12 work weeks of leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under or is in addition to the unpaid leave permitted by the Federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601, et seq.)

Leaves to Serve as an Officer to Trustee of a Specific Organization

Upon request, the School Board will grant: (1) an unpaid leave of absence to a teacher who is elected to serve as an officer of a State or national teacher organization that represents teachers in collective bargaining negotiations. (2) twenty days of paid leave of absence per year to a trustee of the Teacher's Retirement System to attend meetings and seminars as described in 105 ILCS 5/24-6.3 and (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the district in the District, or his or her designee to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2.

Professional Visitation Day

All certified members may be granted two days during the regular school term to visit other schools. Such visits must be approved in advance by the Superintendent.

LEGAL REF:           10 ILCS 5/13-2.5  
                          20 ILCS 1805/30.1 et seq  
                          105 ILCS 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1  
                          820 ILCS 147/, School Visitation Rights Act  
                          820 ILCS 154/, Child Bereavement Leave Act  
                          820 ILCS 180/ Victims' Economic Security and Safety Act

CROSS REF:           2:110 (Qualifications, Term, and Duties of Board Officers), 2:200 (Types of School Board Meetings), 2:240 (Board Policy Development), 7:190 (Student Discipline), 7:230 (Misconduct by Students with Disabilities)

AMENDED:           September 26, 2018



## 5:260 Student Teachers

The Superintendent is authorized to accept students from university-approved teacher-training programs to do student teaching in the District. No individual who has been convicted of a criminal offense that would subject him or her to license suspension or revocation pursuant to Section 5/21B-80 of the School Code or who has been found to be the perpetrator of sexual or physical abuse of a minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 is permitted to student teach.

Before permitting an individual to student teach or begin a required internship in the District, the Superintendent or designee shall ensure that:

1. The District performed a *105 ILCS 5/10-21.9(g) Check* as described below; and
2. The individual furnished evidence of physical fitness to perform assigned duties and freedom from communicable disease pursuant to 105 ILCS 5/24-5.

A *105 ILCS 5/21.9(g) Check* shall include:

1. Fingerprint-based checks through (a) the Illinois State Police (ISP) for criminal history records information (CHRI) pursuant to the Uniform Conviction Information Act (20 ILCS 2635/1), and (b) the FBI national crime information databases pursuant to the Adam Walsh Child Protection and Safety Act (P.L. 109-248);
2. A check of the Illinois Sex Offender Registry (see the Sex Offender Community Notification Law (730 ILCS 152/101 et seq.); and
3. A check of the Illinois Murderer and Violent Offender Against Youth Registry (Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS 154/75-105).

The School Code requires each individual student teaching or beginning a required internship to provide the District with written authorization for, and pay the costs of, his or her 105 ILCS 5/21.9(g) check (including any applicable vendor's fees). Upon receipt of this authorization and payment, the Superintendent or designee will submit the student teacher's name, sex, race, date of birth, social security number, fingerprint images, and other identifiers, as prescribed by the Department of State Police, to the Department of State Police. The Superintendent or designee will provide each student teacher with a copy of his or her report.

### Assignment

The Superintendent or designee shall be responsible for coordinating placements of all student teachers within the District. Student teachers should be assigned to supervising teachers whose qualifications are acceptable to the District and the students' respective colleges or universities.

LEGAL REF.: Adam Walsh Child Protection and Safety Act, P.L. 109-248.  
Uniform Conviction Information Act, 20 ILCS 2635/1.  
105 ILCS 5/10-21.9, 5/10-22.34, and 5/24-5.

CROSS REF.: 5:190 (Teacher Qualifications), 4:175 (Convicted Child Sex Offender; Screening; Notifications)

AMENDED: February 15, 2017