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Union: Rockford Education Association, Illinois Education Association, National Education Association (NEA)

Local:

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NAICS: 611110

Sector: L

Number of Workers: 1800

Effective Date: 07/01/02

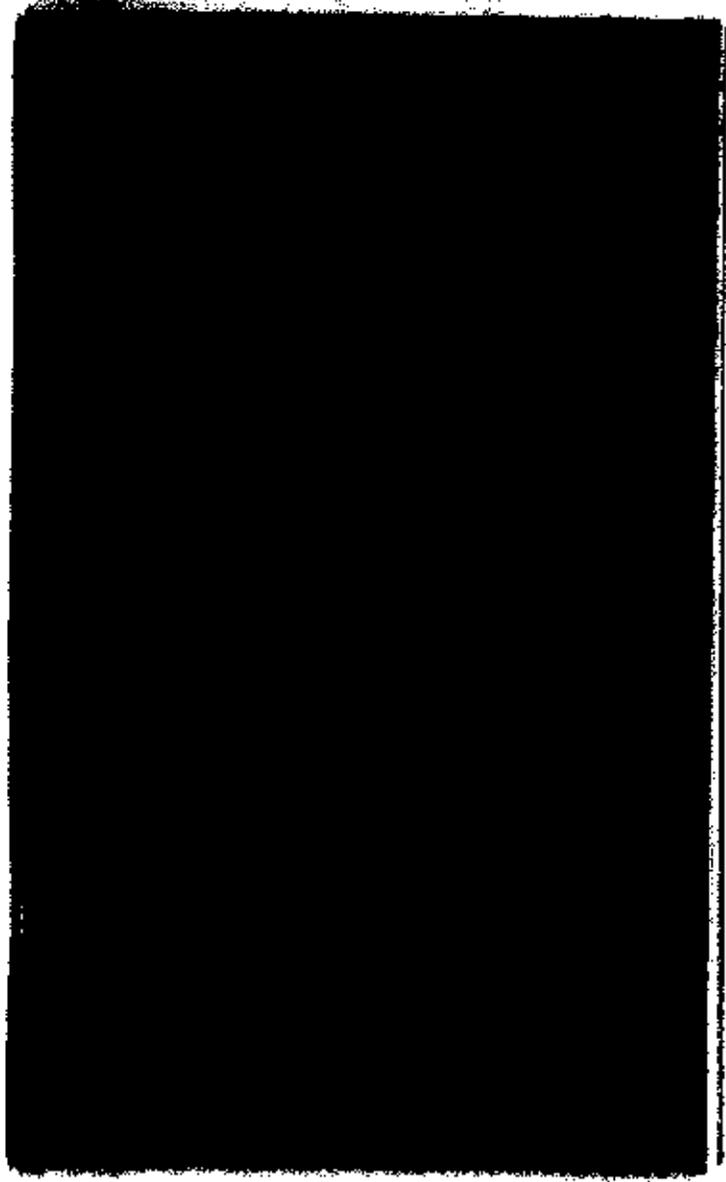
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The following text is extremely faint and illegible due to low contrast and noise. It appears to be a list or a series of entries, possibly containing names and dates, but the specific content cannot be discerned.

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AGREEMENT BETWEEN THE ROCKFORD BOARD OF EDUCATION AND THE ROCKFORD EDUCATION ASSOCIATION

THIS AGREEMENT, made and entered into by and between THE ROCKFORD BOARD OF EDUCATION, ROCKFORD PUBLIC SCHOOLS, DISTRICT NO. 205, Winnebago County, Illinois, hereinafter referred to as the "BOARD" and/or "District", and the ROCKFORD EDUCATION ASSOCIATION, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "ASSOCIATION," witnesseth:

WHEREAS, it is the responsibility of the Board to establish policies for the efficient administration of the school district for the benefit of the students and the community which can best be accomplished through professional negotiations with the professional staff, and

WHEREAS, the Board and the Association recognize their responsibilities toward each other and to the community to negotiate in good faith to attempt to reach agreements which are mutually satisfactory.

NOW THEREFORE, the parties covenant and agree as follows:

ARTICLE 1 - BOARD RIGHTS

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority expressly or inherently vested in it by laws and the Constitution of Illinois.

The Board agrees that this written agreement is a valid exercise of its responsibilities, powers, rights, and authority, and agrees to be bound by its provisions.

ARTICLE 2 - RECOGNITION AND COVERAGE

1. The Board recognizes the Association, in compliance with the resolutions of the Board on April 3, 1967, and April 17, 1967, and January 13, 1969, as the winner of the election held May 10, 1967, February 14, 1969, February 14, 1979 and therefore the exclusive representative of the professional staff in negotiations with the Board.

2. There are expressly excluded from the provisions of this Agreement and the same shall not be applicable to the following: administrators, central office supervisors, summer school personnel, and R.O.T.C. personnel.

3. In accordance with the aforesaid resolutions and elections, the provisions of this Agreement shall cover and be applicable to all other certificated personnel and nurses (not excluded above) identified herein as the Professional Staff.

4. The term "Staff Member" is defined to mean a person covered by this Agreement and included in the aforesaid "Professional Staff".

5. Neither the Board nor the Association shall discriminate against, coerce, or intimidate members of the professional staff in the negotiations or the application of agreements reached therein because of membership or non-membership in the Association, race, creed, color, national origin, sex, age, or handicap. There shall be no discrimination against any officer of the Association or member of the negotiating team for carrying out the responsibilities in accordance with this Agreement.

ARTICLE 3 - PROCEDURES

1. The Association and Board Negotiating Teams shall conduct negotiations. A Chief Negotiator shall be selected by each group and the persons selected shall call and arrange for meetings as required.

2. The Association representatives on the Negotiating Team shall be members of the professional staff limited to seven (7) plus a Chief Negotiator and the Association Executive Director. The Board representatives on the Negotiating Team shall be members or representatives of the Board of Education, limited to seven (7) plus a Chief Negotiator.

3. Either the Association or the Board may request a negotiating session by communicating with the Chief Negotiator of the other party in writing. Such requests shall be accompanied by a suggested agenda which may be altered and scheduled by the two chief negotiators in conference. A meeting for the purposes of negotiating shall take place within fifteen (15) days of receipt of the request unless there is a mutual agreement to extend the time.

4. The parties mutually agree that it is undesirable to interrupt the school program or the occupational responsibilities of the Board members for the purposes of negotiations. Therefore, every effort will be made to schedule meetings when all involved personnel are free from such responsibilities. However, should the Chief Negotiators agree it is necessary to meet at a time when school is in session, Association representatives shall be released from normal assignments without suffering loss of pay or benefits. It is understood that regular calendar school day negotiating sessions will be limited to half-day sessions, and released time will begin at noon.

5. The minutes of each meeting will be kept by their

respective sides for their own files. Any tentative agreement between the parties will be typed in triplicate and signed by the Chief Negotiators before the meeting officially adjourns. Any such tentative agreement shall only be binding upon approval by the Board and the Association.

6. Negotiating meetings will be limited to three hours with no more than two sessions per day provided there is discussion of all agenda items. Time may be extended by mutual consent. Impasse procedures would be excluded from said time limit.

7. Consultants may be called upon by either party for advice and to present information or factual data.

8. The Negotiating Committee may, from time to time, establish joint study groups for the purposes of pertinent research and deliberations. Such groups shall report their findings to the Negotiating Committee in joint session.

9. The Board agrees to furnish the Association, upon reasonable requests, such available information as will assist the Association in developing intelligent, feasible and constructive proposals on behalf of teachers, students, and the school system, and upon request, such information as is necessary for the processing of a grievance as defined herein.

10. The Association agrees to furnish the Board and the Superintendent, upon reasonable request, available research information and data gathered by the Association or its affiliates, that will assist the Board and the Superintendent in the development of sound educational programs.

ARTICLE 4 - TERMS OF AGREEMENT

Section A:

This Agreement incorporated herein shall be effective as of July 1, 2002, and shall continue in force and effect until midnight of June 30, 2005, and thereafter from year to year unless written notice of desire to terminate, amend, or modify this Agreement is given by either party to the other by certified mail, on or before March 15th of the year in which such termination, amendment, or modification is desired. In the event such notification is given, arrangements shall be made to begin negotiations prior to April 1st of said year.

Subsequent negotiating meetings may be requested by either the Board or the Association by communicating with the Chief Negotiator or the President of the other party in writing. Such a request shall be accompanied by a suggested agenda which may be altered and scheduled by the two Chief Negotiators in conference. A meeting for the purpose of negotiating shall take place within fifteen (15) days of receipt of the request, unless there is a mutual agreement to extend the time.

Section B:

This Agreement shall be subject to negotiations beginning on April 1, 2005. Failure to reach agreement on these matters shall revoke Article 5 without prejudice to either party until such agreement is reached.

Section C:

By mutual agreement, this Agreement may be amended or modified from time to time in writing, and such amendments or modifications shall become part of this Agreement when attached to this Agreement and signed by both parties.

ARTICLE 5 - AGREEMENT

1. When the modified or amended Agreement has been reached, the complete Agreement shall be made in writing and submitted for ratification to the Board and to the Association. When approved by both parties, it shall be signed by their respective presidents or designated officials, and shall be entered in the official minutes of the Board.

2. The Agreement, once ratified, will constitute District policy pertaining to the Professional Staff. Provisions of the Agreement shall be reflected in the individual contract or statement of conditions of service as submitted to Professional Staff members.

3. The Association will not call for, sanction, or encourage - and its members will not take part in - any action that will disrupt the normal functioning of the school system during the life of the Agreement.

ARTICLE 6 - EFFECT OF AGREEMENT

Section A:

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

Section B:

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from the Agreement to the extent that it violated the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the

duration of this Agreement, if not affected by the deleted article, section, or clause.

Section C:

Any contract between the Board and an individual staff member shall be expressly subject to the terms and conditions of this Agreement.

Section D:

During the life of this Agreement, copies of this Agreement, the Evaluation Plan, and the Routine Task Reduction Plan shall be printed at the expense of the Board and presented within 37 calendar days of signing the Agreement to all staff members now employed or hereafter employed by the Board.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section A: Definition

A "grievance" shall mean a claim by the Association or a staff member that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

Section B: Purpose

1. The purpose of this Article is to secure, at the lowest possible administration level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any staff member having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

Section C: Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum.

2. The informal or formal grievance process must be initiated within ten days of the occurrence of the cause for complaint. If neither the aggrieved nor the Association had knowledge of the occurrence, then the grievance may be initiated within ten days of the first such knowledge by either the aggrieved or the Association. When the informal process is used, the time lines in this Article shall be suspended. At any time the Association determines that the informal process is not productive in reaching an agreeable solution, the formal process shall be initiated. The time lines will be reinstated with the written notification of the formal grievance.

3. If no written decision has been rendered within the time limits indicated within a step, then the grievance may be processed to the next step.

4. All time limits herein shall consist of school days; however, when a grievance is submitted on or after June 1, time limits shall consist of consecutive days so that the matter may be resolved before the close of the school term, or as soon as possible thereafter.

5. In the event a grievance is filed so that sufficient time as indicated under all steps of the procedure cannot be provided before the last day of the school term and should it be necessary to pursue the grievance to all steps of the appeals, then said grievance shall be resolved under the terms of this Agreement and this Article, and not under the succeeding Agreement.

6. If the Association does not refer the grievance to the next higher step within the specified time limit, it will be considered resolved.

Section D: Grievance Representation

1. Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.

2. At least once per month during the school year the Superintendent, two principals selected by the Superintendent, and at least one Board Member shall meet with the Association Grievance Committee to discuss the implementation of the agreements between the Board and the Association and such other problems as may be of concern to either party. It is fully understood that these meetings are not to be used in place of the grievance procedure, and that discussions in these meetings will not prejudice the processing of any grievances.

Section E: Initiation and Processing

Minor problems arising from misunderstandings should be settled promptly and satisfactorily on an informal basis at the immediately involved supervisory level without becoming formal grievances. It shall be the right of the staff member to request the presence of Association representation. The prompt settlement of these problems at all steps is desirable and in the interest of sound professional relationships. However, should such informal processes fail to satisfy the immediate supervisor and the staff member, then a grievance may be processed. At all formal steps of a grievance, a member of the Association Grievance Committee and/or the Association Executive Director will attend all meetings, appeals, or other proceedings required to process the grievance. A grievance may be withdrawn at any time at steps 1-3 without creating a precedent. A grievance submitted to arbitration may be withdrawn at any time prior to an Arbitrator's ruling, upon the written consent of the parties.

Step 1. An allegedly aggrieved staff member, or the Association shall submit a grievance in writing to the immediately involved administrator or supervisor. The administrator or supervisor shall have five days to hold a hearing and present a written decision on the grievance to the aggrieved and the Association.

Step 2. Should the Association be dissatisfied with the administrator's disposition of the matter, it shall refer the matter to the next level of the school's line and staff organization within thirty days. This administrator shall have five days in which to render a decision and present it in writing to the aggrieved and the Association.

Step 3. Should the Association be dissatisfied with the decisions of the above, it shall, within five days of receipt of the Step 2 response, refer the grievance to the Superintendent. The Superintendent or appointee shall meet with the aggrieved and the representative of the Association within five days of the submission of the matter to the Superintendent. Each party shall have the right to include in its representation appropriate witnesses and consultants, who shall have the full right to participate as called upon by the inviting party.

Upon conclusion of the hearing, the Superintendent shall have five days in which to give a written decision on the grievance to the Association.

Step 4. If the Association is not satisfied with the disposition of the grievance in Step 3, or if the Superintendent fails to comply within the specified time limit, then the grievance may be submitted within ten days to binding arbitration. If within fifteen (15) days of the filing of the demand with the Board the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

Presentations before the arbitrator shall not include any grounds or evidence except those which were presented in Steps 1, 2, or 3.

The arbitrator has no power to alter, add to, or subtract from this Agreement between parties. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements as are judged proper. Each party shall bear the full costs of its presentation before the arbitrator and will pay one half the cost of the arbitrator and the AAA.

Section F: Expedited Procedure

Step 1. The Association shall submit a grievance in writing to the Assistant Superintendent of Human Resources no later than the end of the fifth day after the Association knew or should have known of the facts underlying the grievance. The Assistant Superintendent shall meet with an Association representative within three (3) days of filing of the grievance to discuss the grievance. A written decision shall be given to the Association within two (2) days after such meeting.

Step 2. In the event the Association is dissatisfied with the Assistant Superintendent's decision, the Association shall within two (2) days of receipt of the response, submit the grievance in writing to the Superintendent. The Superintendent or designee shall meet with an Association representative within five (5) days of filing of the grievance to discuss the grievance. A written decision shall be given to the Association within two (2) days after such meeting.

Step 3. In the event the Association is dissatisfied with the Superintendent's disposition of the matter, the Association may, within two (2) days of receipt of the Superintendent's response, refer the grievance to arbitration before an arbitrator established from a panel of permanent arbitrators selected by the parties. The arbitration hearing shall be governed by the Expedited Labor Arbitra-

tion Rules of the American Arbitration Association. The parties shall obtain sufficient arbitrator availability dates in advance to allow speedy processing of the arbitration.

Fees for the arbitrator and any court reporter required by the arbitrator shall be paid by the Board. Each party shall bear its own costs for presenting its position to the arbitrator.

The arbitrator may reverse the decision of the Superintendent only if it is determined that there was an improper application or implementation of the provisions of the Professional Agreement. The status quo must be maintained pending the arbitrator's award. The arbitrator's decision shall be final and binding. The arbitrator shall issue a written decision *within five (5) business days of the close of the hearing.*

ARTICLE 8 - ASSOCIATION RIGHTS

Section A:

The Association and its representatives shall have the right to use school buildings for meetings outside of school hours provided that when special custodial service is required, the Board may make a reasonable charge.

Section B:

Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school premises, providing such business does not interfere with the educational process.

Section C:

The Association shall have the right to use school audiovisual and specified business equipment when such equipment is not otherwise in use, and reservations have been made with the supervising administrator or central office.

Section D:

All Association Representatives shall have the right to call meetings of the membership in that building. Time for announcements of that date and place of Association meetings shall be provided at regular staff meetings in each building.

Section E:

Names and addresses of newly hired staff members shall be provided to the Association within ten (10) days following School Board approval of their employment.

Section F:

The Association shall prepare a list containing each building's Association Representative and the Association's Executive Board and shall submit said list to the Superintendent's designee for inclusion in the school directory.

Section G:

The President of the Association shall be provided an agenda and pertinent information of official Board meetings prior to such meetings.

Section H:

To facilitate communications between staff members and their representatives, the Board agrees that the Association may make reasonable use of interschool distribution facilities and services as well as one half of the available space on bulletin boards in office and faculty lounge areas. The Association shall be responsible for the delivery of materials to the central point and for the posting of all notices. Any materials posted must be with the knowledge of the Association Representative.

It is further agreed that said school facilities and services will not be used to assist any organization which seeks to replace the Association as the representative of the Professional Staff.

Section I: Orientation of New Staff

The Board and the Association recognize the need to provide new staff members with an orientation of the unique requirements of the Rockford School System.

1. To provide for orientation of new staff members a workshop of up to three days shall be held prior to the opening of school for the fall semester.

2. The Board may require new staff members to attend the orientation workshop without additional compensation.

3. The workshop shall be planned and executed jointly by the Association and the Administration.

4. The Association may use up to one day for its part of the workshop, which will include explanation of rights and responsibilities of staff members under the Professional Agreement and orientation to the school and community.

5. The Association may offer an experienced professional staff member as advisor to each new staff member. The advisor will be preferably of the same building, grade and subject assignment as the new staff member. The duty of the staff advisor will be to provide adequate and continuous orientation concerning the special problems of the new staff member as they relate to the unique requirements of the new assignment.

Section J: Review of Forms

The Association and the Administration shall mutually agree on all forms that directly affect the professional staff. These shall include, but not be limited to, transfers, leave policies, evaluations, and other personnel related forms. To accomplish this end and comply with Section 10-20.2(b) of the Illinois School Code concerning routine task reduction plans, a committee shall be established comprised of six staff members appointed by the Association and four administrators appointed by the Superintendent. This committee shall identify and assess the amount of paper work and other routine tasks of staff members and in so doing shall review

all paper forms used by staff members with the intention of updating, consolidating or discarding such forms as they find appropriate. Forms that are approved, updated and/or consolidated by this committee will be so marked upon reprinting.

ARTICLE 9 - UNION SECURITY

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from wages of the non-member.

3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

4. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable nonreligious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

5. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
- b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

Exception:

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 10 - STATE AND FEDERAL FUNDS

Section A:

The Association shall be informed when any school committee is formed to formulate programs or projects for the utilization of special state and/or federal funds. The Association shall have the right to present their views to said Committee and have representation thereon.

Section B:

The Board and the Association agree that prior to any Board action relative to the new use of state and/or federal funds, an opportunity shall be provided for Association representatives to meet with the Superintendent to review proposals and priorities.

ARTICLE 11 - ADDITIONAL PERSONNEL

Section A:

During the formulation of recommendations to the Board for the establishment of any new positions, or the elimination of any existing positions involving certificated professional personnel below the rank of superintendent, it is desirable that the Administration consults with representatives of the Association so that consideration may be given to the Association's views.

Section B:

The Board and the Association agree that prior to any Board action regarding the establishment of any new positions or the elimination of any existing positions involving certificated professional personnel below the rank of superintendent, an opportunity shall be provided for Association representatives to express their views directly to the Board regarding the proposed action.

ARTICLE 12 - GENERAL EMPLOYMENT PRACTICES

Section A: Definitions

"Days" as used herein, shall mean days when the District offices are open.

"Internal Posting" is written and dated notification of vacancies placed in appropriate staff members' mailboxes and copies forwarded to the Association.

"District-wide Posting" is the District newsletter sent to all staff members and which lists vacancies, requirements, and time lines.

"Seniority" shall be defined in order of priority as:

- a. Total continuous District #205 employment.
- b. Total District #205 employment.
- c. Total teaching experience outside District #205.

d. Horizontal (Educational) placement on the salary schedule.

e. Total credited hours.

f. Unpaid leaves of absence (including time on active rehired list) shall not break seniority nor count toward seniority.

g. Seniority for part-time staff members shall accrue in a manner prorated to that of full time staff members. Seniority records will be kept reflecting the number of years and days accrued for each part-time staff member.

h. All Staff members shall be on one seniority list.

"Vacancy" is defined as a position newly created, or a current position from which a staff member or a non-bargaining unit certificated employee of the Board has transferred, resigned, taken leave, or been terminated, or has given or been given effective notice thereof, unless the Board by affirmative action has made a decision to not fill such position.

A part-time staff member, for the purpose of this Agreement, is defined as a staff member whose work day is four-fifths (4/5) or less of the full work day for elementary, middle, and high schools respectively as that day is defined in Article 22 of this Agreement. A part-time staff member also may be defined as a staff member who works a full day but less than five days per week. Part-time staff members, as above defined at the middle or high school level, shall have no unpaid duties nor be required to be in a school building for more than the time which he/she teaches or supervises.

Section B: Posting and Filling Vacancies

Except for the position of Superintendent, all vacancies shall list specific requirements and locations. In the event the Board is unable, in good faith, to determine at the time of posting, the location(s) of a vacancy, the vacancy notice shall specify the probable location(s). Except as provided in Section D 1, no reference to experience preferences will be

included in the advertisement of vacancies. Vacancies shall be posted and filled in the following manner:

1. Non-administration vacancies known or anticipated to exist before the date of Round Three placements:

a. Internal Posting: Vacancies occurring during the school year will be posted for two days within specific departments or schools as agreed upon by the Board and the Association. Staff members in said departments or schools shall have first option to fill these vacancies in accordance with Sections C and D of this Article.

b. District-wide Posting: If a vacancy is not filled in accordance with subsection a, then the vacancy shall be published in the District newsletter and posted in all buildings. After such notification, a vacancy shall remain open for applications for not less than ten (10) days. The vacancy shall be filled in accordance with Sections C and D of this Article.

2. Non-administration vacancies occurring on or after the date of Round Three placements:

a. A listing of such vacancies shall be available in the Office of Human Resources. Surplussed and RIF'd staff may apply for these positions. The Board shall fill these vacancies for the rest of the school year only with qualified surplussed, RIF'd, or new hires. The Board shall promptly notify the Association of all vacancies and placements. Staff members placed under this provision are not eligible for internal postings.

b. Internal Posting: Immediately prior to the first round of district-wide postings for the following school year, vacancies will be posted for two (2) days within specific departments or schools as agreed upon by the Board and the Association. Staff members in said departments or schools shall have first option to fill these vacancies in accordance with Sections C and D of this Article.

c. District-wide Posting: If a vacancy is not filled in accordance with subsection a, then the vacancy shall be published in the District newsletter and posted in all buildings. After such notification, a vacancy shall remain open for applications for not less than 10 days. The vacancy shall be filled in accordance with Sections C and D of this Article.

3. Administration Vacancies: After the Administration has had the opportunity to reassign present principals or assistant principals, the resulting vacancy(ies) will be advertised and the advertisement(s) will identify the school(s) involved.

Section C: Applications

1. Any staff member who desires to apply for any vacancies shall submit a written application to the Superintendent or authorized agent. Only those who are qualified through relevant certification, education and training shall be eligible to apply.

2. Any staff member shall be eligible to apply for transfer into any vacancy in the school system for which he/she is qualified by relevant certification, education and training. Full-time staff members may receive no more than two (2) transfers per school year. The initial placement of a surplused or RIF'd staff member shall not count towards this limitation. It is the responsibility of the staff member to withdraw his/her request if he/she no longer desires to be considered for a vacancy.

3. Vacancies shall be filled within thirty (30) days of last publication. Any vacancy requiring readvertisement shall be identified as such. Applicants and the Association will be informed in writing of acceptance or rejection within five (5) days of District action in staffing the vacancy and the reasons therefore.

Section D: Selection

1. If more than one applicant has applied for the same vacancy, the applicant best qualified (based upon relevant certification, education, training and evidence of successful teaching and/or successful performance of other responsibilities directly relevant to the position, except that successful performance in a position received under Section B-2a may not be considered) for that vacancy shall be appointed, and qualifications being substantially equal, seniority in the system shall control.

2. The Board may place an unassigned staff member and/or a staff member returning from leave in any advertised vacancy for which he/she is qualified, subject to the criteria in paragraph 1 of this section. An individual so placed by the Board may continue to apply for and be considered for any other vacancy for which he/she is qualified. Where a staff member has applied for more than one advertised vacancy and then cannot be contacted during the summer, the Board will place that staff member in the first requested vacancy.

3. Full-time tenured staff members who accept part-time positions shall retain their tenure in the District when assuming part-time positions. Such tenured staff members who work in part-time positions will accrue seniority in the same manner as other part-time staff members and not as full-time staff members. The compensation and benefits provided to such tenured staff members working in part-time positions will be prorated in the same manner as is for all other part-time staff members.

4. Extra-Curricular Vacancies, Appendix C, shall be filled on the basis of qualification for the vacant posts. Staff participation in extra-curricular activities will be strictly voluntary. It is understood that extra-curricular and co-curricular assignments are on a yearly basis and no right of tenure or continuation of such assignments is conferred by this Agreement.

5. All appointments to vacancies shall be made without regard to age, race, creed, color, national origin, sex, marital status, or handicap.

6. Grievances involving paragraph 1 of this section shall be resolved through the Expedited Grievance Procedure.

Section E: Involuntary Transfer

1. Any staff member who is affected by a change in assignment shall be notified and consulted by the principal or head supervisor as soon as possible. Any transfer which is not acceptable to the staff member involved shall be considered an involuntary transfer and subject to the provisions of this section.

No transfers, unless voluntary, shall be made after June 1 prior to the coming school year, except when necessitated by changing school enrollments, staff reductions, economic conditions or new educational programs. After August 15, involuntary transfers shall be allowed only for changing school enrollments.

2. An involuntary transfer shall be subject to the following provisions:

- a. The Board will release the staff member from a contract if so requested.
- b. In the event that there is need for transfer of a staff member, such transfer will be based on seniority; the staff member with the least seniority being transferred first.
- c. A staff member being transferred has the right to appeal the transfer through the grievance procedure.
- d. A staff member shall not be assigned to a vacancy for which he/she is not qualified by certification. A staff member transferred involuntarily shall be transferred only to a comparable vacancy.
- e. Written notice of a proposed involuntary transfer shall be given to the staff member involved immediately upon knowledge of such transfer.

f. A staff member transferred involuntarily shall have the right of first refusal to any subsequent vacancy arising at the site or in the department from which he or she was supplanted. Said vacancy shall be offered to the staff member prior to its posting.

g. No staff member shall be transferred involuntarily without good cause.

3. The staff member who has submitted a transfer to the Grievance Procedure shall be maintained in the status quo during the Grievance Procedure. The Grievance Procedure shall be followed except that Step 2 shall be bypassed, and the aggrieved shall, within five days after receiving the written decision at Step 1, refer the grievance to the Superintendent under the provisions of Step 3. Except for Step 2, all other time limits shall apply.

Section F: Staff Reductions

1. If the Board determines that a reduction in the number of staff members employed is necessary, or that a particular type of service should be discontinued, the Board shall remove staff members with the least District seniority, provided that non-tenured staff members shall be removed before removing any tenured staff. Those who remain with the District must be certificated for the particular services to be provided.

2. Any professional staff member dismissed in accordance with paragraph 1 of this Section shall be maintained on an active rehire list for 20 months from the last day of the school year in which he/she was terminated, and shall receive verified notification of vacancies during the 20 month period.

Reduced professional staff members will provide written notification by the 10th day of every month to the Board and the Association of their desire to return to the District. Failure to notify the Board and the Association monthly of his/her intent to return to the District will forfeit all recall

rights for that professional staff member.

Professional staff members shall be recalled based on seniority, the staff members with the greatest seniority being recalled first. A professional staff member failing to apply for any advertised vacancy shall not forfeit any recall rights.

Any professional staff member who is offered a vacancy for which he/she is qualified, and has applied, but refuses that vacancy, shall forfeit all recall rights. Professional staff members not selected for a vacancy for which they have applied shall maintain all recall rights.

3. Should it be necessary to have a reduction in force, the Association Executive Board shall have preferential seniority. Within 15 days after their installation into office, the Association shall provide the Board with the names of the Executive Board members.

4. When any professional staff is not reduced or when part-time positions are not altered as to size or school location, part-time staff members shall retain from year to year their positions in the District.

Section G:

The Board and the Association shall establish a joint committee for the purpose of creating programs to encourage minorities (students, employees, and community members) within the Rockford community to enter the education field. The committee will consist of four staff members appointed by the Association and four individuals appointed by the Superintendent. The committee shall consider such ideas as the formation of Future Teachers Associations in all high schools, mentor programs, tutors in preparation for Illinois State certification testing, service for obtaining scholastic and financial assistance needed to enter the education field, and cooperative ventures with area institutions of higher learning.

ARTICLE 13 - SUMMER SCHOOL AND ADULT EDUCATION

Section A:

All openings for summer school and for adult education staff members will be adequately publicized by the Administration and shall be posted in each school building as early as possible and under normal circumstances not later than ten days prior to the start of said sessions. Applications must be submitted within one week of the posting of said notices. Staff members who have applied for summer school or adult education positions will be notified in writing of the action taken regarding their applications as early as is practicable. In the event the application is not granted, upon request of the staff member, the reasons therefor shall be given.

Section B:

Positions in the summer school and adult education will, to the extent possible, be filled first by regularly employed staff members of the Rockford School System.

Section C:

In filling these positions, consideration will be given to a staff member's area of competence, major and minor field(s) of study, quality of performance, and attendance record.

ARTICLE 14 - RIGHTS OF STAFF MEMBERS

Section A:

Every staff member is endowed with the right to be free from any deprivation or coercion for purposes of restricting the enjoyment of any rights conferred by the law or Constitution of Illinois and the United States. Therefore, the Board will not discriminate against any staff member because of membership or participation in the Association or other organizations that do not subvert the principles of

American Democracy. It is further recognized that any rights granted to staff members in this Agreement are in addition to those provided by statute or constitution.

There will be no discrimination or stereotyping of roles in District #205 in the employment and/or promotion of teachers, administrators or any other professional personnel.

Section B:

Every staff member has the right to fair and equitable treatment and accordingly shall not be acted against except for just cause. The Board agrees that discipline will be designed to improve, not merely punish, where an act or omission is deemed by the Board to be remediable under ICS 5/10-22.4. However, the Board reserves the right to take more severe disciplinary action immediately, up to and including discharge, where in the Board's discretion, such is appropriate. Additionally, nothing herein shall be construed to diminish the Board's statutory rights. Prior to the issuance of a notice to remedy, the staff member or the Association may submit a written statement to the Board.

Section C:

Every staff member shall have the right to have all conferences which relate to transfer, demotion, suspension, or dismissal in private or, if so chosen, in the company of a counselor. If counsel is requested, then said conference shall not proceed until the chosen counselor is present, but must take place within ten (10) days of notification.

Section D:

Every staff member shall have the right to examine in the presence of the person responsible for the files, the contents of the staff member's building and the central office personnel files provided the Administration shall have the opportunity to withdraw all confidential placement credential recommendations received prior to appointment.

Section E:

A staff member shall examine all material of an evaluative nature to be placed in his/her personnel file prior to its inclusion in the file. Only material of which the staff member has full knowledge at least 24 hours prior to the proceedings shall be used in any proceedings against said person.

Section F:

No action against a staff member shall be taken on the basis of a complaint by any individual or group, nor any notice thereof shall be included in the staff member's personnel file unless the matter is first reported to the staff member in writing.

Section G:

The staff member shall have the right to answer any material filed under Section F above, and that answer shall be attached to the complaint.

Section H:

The Illinois School Code provides that Boards of Education shall indemnify and protect employees of school districts against death and bodily injury and property damage, claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board of Education.

Section I:

Appearances in court in connection with lawsuits covered by the Illinois School Code will not result in loss of wages or accumulated leave for the staff member. Grievance or arbitration hearings shall not be scheduled during school hours unless parties mutually agree.

Section J:

Whenever a staff member is absent from school as a result of physical incapacitation, hospitalization, or resulting court appearances and/or legal consultation caused by assault and/or battery of a staff member occurring within the scope

of employment or while under the direction or supervision of the Board of Education or Administration, said staff member shall not be charged personal illness leave or personal leave for such absences, if such absence is verified by a competent physician as solely related to the assault in question. No more than 10 days of such absence shall be allowed for any one occurrence.

ARTICLE 15 - STAFF FACILITIES

Section A:

The Board and the Association mutually recognize the importance of the continuous use of adequate staff reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall endeavor to make such materials available to the schools.

Section B:

Each secondary school will have designated areas, apart from students, for use as a staff dining room. A minimum of one lounge, appropriately furnished, will be provided in each secondary building. Each elementary and middle school will have designated areas, appropriately furnished and apart from students, for use as a staff dining room and/or lounge. Provisions for male and female lavatories, staff dining room, and staff lounge in the secondary; staff dining room and/or lounge in elementary and middle schools will be provided for in every future building, and in any renovation of existing buildings.

All District facilities will be tobacco free.

Section C:

Secretarial service and office machines that are normally provided for administration services in the school buildings shall be available to staff members for school purposes, subject to the discretion of the principal. Such discretion shall not be unreasonably exercised.

Section D:

Telephone facilities shall be made available to staff members for their reasonable use, and if confidential surroundings are required, they shall be supplied.

Section E:

Space will be provided in each classroom in which staff members may safely store instructional materials and supplies.

Section F:

A serviceable desk and chair for the staff member will be provided in each classroom.

Section G:

The Board will provide adequate reserved parking space for staff members at schools where areas can be made available and their use will not interfere with the instructional program.

Section H:

A communication system will be provided in all new school buildings so that staff members can communicate with the school's main office from their work stations.

Section I: Professional Library

The Board recognizes the relationship between professional reading and professional development. In recognition of that need, the amount of \$1.50 per staff member will be appropriated for the purpose of purchasing professional books, periodicals and materials for the use of the professional staff. The appropriation will be designated on a building level basis and the faculty of each building, under the direction of the Association Representative and the building principal, will develop its own method for requisitioning and circulating of professional materials within its own building according to the particular needs of each building staff. It shall be the responsibility of the building principal, with the advice of the building committee, to designate the location and provide the facilities within the limitations of the

budget. This article is not intended to replace funds available to principals from other sources for this purpose. In no case shall any building receive less than \$100.00 for the purpose outlined in this section.

Section J:

Within existing facilities designated as operational by the Board, appropriate physical resources shall be provided for all instructional programs as recommended by the building committees and approved by the Administration. Every attempt will be made to schedule the same space which affords an atmosphere of confidentiality for such personnel, with access to a desk and chairs for interviewing children and families. Proper storage facilities with a locked file will be provided, as well as the use of a school phone in confidential surroundings.

ARTICLE 16 - STAFF AUTHORITY & MAINTENANCE OF DISCIPLINE

Section A:

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which freedom for staff members and students is encouraged.

Section B:

Freedom of individual conscience, association, and expression will be encouraged; and staff members will observe fairness in staff member-pupil relationships to safeguard the legitimate interests of the school, and will exhibit by appropriate example the basic objectives of a democratic society.

Section C:

Since the staff's authority and effectiveness in their classrooms is undermined when students discover that there is insufficient administrative backing and support of the staff, the Board recognizes its responsibility to give all reasonable support and assistance to staff members with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the regular education staff, unless trained to do so as determined by the student's IEP team, with the regular education teacher in attendance, may not fairly be expected to assume ongoing responsibility for emotionally disturbed students, and further, are not charged with the responsibility for psychotherapy.

Staff members have as their responsibility the identification of such students to the building principal, for referral to appropriate special services personnel serving that building in order to seek special help and more productive ways of dealing with such students.

Whenever a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration shall take prompt action to secure necessary assistance in the areas concerned and ensure that the staff member will not be required to provide these specialized services.

Section D:

Staff members recognize their responsibility for the maintenance of discipline within the classroom. When the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom a cause of disruption of the educational process of the entire class, a staff member may exclude a student from a classroom to the principal's office with written notice of the offense.

The building principal will take whatever steps considered necessary to solve the problem. Should this decision include the readmittance of the child to the class, the staff member will be notified of the conditions under which readmittance is granted.

Violations of the conditions of readmission for a regular education student will automatically result in suspension of the child from that classroom and readmittance will be dependent upon the unanimous decision of all concerned, including the staff member, that such action is in the best interest of the child and classmates. If readmittance is denied, it shall be the responsibility of the principal to follow procedures as outlined in the School Code and/or the State and federal special education laws and regulations for exclusion of the student.

The suspension of a special education student must meet Individuals with Disabilities Education Act ("IDEA") requirements.

No student should be expelled from school before all possible means of dealing with the situation have been exhausted. All possible means shall be interpreted as including, but not limited to, consultation with appropriate special services personnel.

The authority of the staff member for the maintenance of discipline will also include the areas of the halls, grounds, and the period before and after school.

Section E:

Any students who have been found to have committed an assault and/or battery on a staff member shall be immediately removed from the classroom and supervised by the Principal or designee pending due process requirements. The administrator shall then present the facts and his/her recommendation to the Superintendent or his designee for final action.

Section F:

Individual records will be maintained on student discipline for cases related to 'D' and 'E' above and will be available to staff members involved in these cases.

Section G: Building Security

1. At the beginning of the school year, the Principal shall review the Rockford Public Schools Discipline Code with staff members. A written copy of the Discipline Code shall be given to each staff member.

2. A staff member has the right to call the police should a student commit an assault and/or battery on the staff member. The staff member shall notify the Principal (or designee) if such call is made.

Section H: Discipline:

1. Students while on suspension from school are prohibited from the building, and from attending all classes and all other activities held at school. Prior to the reinstatement of the suspended student(s), the staff member may request a conference with the administrator handling the matter. Students removed from ISS due to disruptive behavior will not be allowed to return to their scheduled classes for the remainder of the day.

2. Students shall be disciplined in accordance with the Rockford Public Schools Discipline Code. It is expected that Discipline Referral forms will be returned to staff members within 48 hours unless circumstances prevent the timely return, in which case the administrator will so inform the staff member.

ARTICLE 17 - EVALUATION PROCEDURES

Section A:

The Evaluation Plan approved by the Board and the Association is incorporated into this Article by reference.

The building principal and/or designee (limited to assistant principals and the appropriate, qualified special education and special services supervisors and administrators, in consultation with the building principal) is responsible for evaluating all staff members assigned to his/her building. Responsibilities of evaluators, in addition to those specified in the Evaluation Plan, include:

1. Apprising each staff member upon assignment, and/or at the beginning of each school year, the specific criteria on which the evaluation will be made.
2. Prior to each observation, reviewing with the staff member the methods of evaluation to be employed. The staff member shall explain his/her objectives, methods and materials to the evaluator. The evaluator will advise the staff member as to when each observation will be conducted. The evaluator shall meet with the staff member after each observation to review the completed observation form.
3. Assuring that probationary staff members are evaluated once each semester.
4. Assuring that staff members on contractual and continued service are evaluated once every two years or upon request of the staff member or evaluator. In the years not evaluated, the principal shall place a letter in the staff member's personnel file, with a copy to the staff member, stating that the lack of an evaluation will not be construed as an adverse reflection on the staff member's performance. A form letter jointly agreed upon by the Board and the Association will be utilized.

Section B:

1. All monitoring or observation of a staff member shall be conducted openly and with full knowledge of the staff member. In evaluation or observation of staff members, the use of closed circuit television and public address or audio systems are expressly prohibited.

2. A summative evaluation report shall be preceded by at least three observations of professional performance, one of which shall be no less than 30 minutes. No observation shall take place after May 1.

3. If the evaluator notes areas in which the staff member needs to improve, the criticism shall be reduced to writing and a copy given to the staff member within ten (10) school days of the occurrence. All criticism of a staff member shall be in writing and shall contain suggestions for improvement.

4. A copy of the summative evaluation report shall be given to the staff member within ten (10) school days of the 30-minute observation. A conference shall be held within five (5) school days at the request of the staff member or the evaluator. If the staff member disagrees with the summative evaluation report, he/she may submit a written answer which shall be attached to the file copy of the summative evaluation report in question. Any such written answer will be delivered to the evaluator within ten (10) school days of the conference. Additional conferences shall be held within five (5) school days of the request of the staff member with the appropriate supervisory and administrative personnel to the level of superintendent.

5. On subsequent observation forms and summative evaluation reports, the evaluator shall comment on previously noted criticisms of the current year.

6. The observation forms and the summative evaluation reports shall be initialed by the staff member to show that copies have been received. Initialing does not necessarily indicate approval of or agreement with the reports. The

summative evaluation reports shall then be filed in the staff member's personnel file.

7. During the ninety (90) day remediation period after receiving a "Notice to Remedy" from the Board, a staff member shall not be allowed to transfer to another school without the express written approval of the Board. This restriction shall not preclude movement due to Article 12, Section F, staff reductions.

8. Should a staff member on remediation be granted a leave of absence, the ninety (90) day remediation period will start anew upon the return from leave.

Section C:

With the understanding that any evaluation process includes subjective performance measurement, it is not intended that the evaluation of any professional staff member under the Evaluation Plan, i.e. excellent, satisfactory, or unsatisfactory, be subject to the grievance procedure. The evaluator shall provide in the summative report reasonable, well-defined performance goals for each performance rating of unsatisfactory. Failure of the evaluator to provide reasonable, well-defined performance goals for each performance rating of unsatisfactory shall be considered a procedural defect. Any procedural defects in the evaluation process will be subject to the grievance procedure. Upon the written request of a staff member who receives an overall rating of satisfactory, the evaluator shall, within a reasonable time, provide a written summary of goals for the staff member to achieve in order to receive an overall rating of excellent.

Section D:

The procedures set forth above shall be fully applicable to staff members working in extracurricular and co-curricular assignments, except that item "B-2" may be adjusted to accommodate the exigencies of the activity.

ARTICLE 18 - STANDARD OPERATING PROCEDURES FOR BUILDINGS

In the development of the Operating Procedures, the Board recognizes the value and desirability of staff involvement and encourages their recommendation. Consistent with the following policy (School Building Committee), and within the limits of Board Policy, each principal shall develop procedures for the building.

Section A: Purpose

The purpose of the School Building Committee is to act in an advisory capacity in identifying problems at the building level and arriving at acceptable solutions to problems relating to rules, procedure, policies, discipline and any other matters pertaining to operation of the building.

The Building Committee shall:

- 1) Review data and trends relative to student discipline in order to improve school climate.
- 2) Provide input and recommendations to the principal on discipline procedures conducted in the building.
- 3) Recommend training programs on student discipline for staff as requested.
- 4) Examine individual concerns where a staff member does not concur with the administrator's processing of a discipline referral.

Section B: Organization

1. A School Building Committee shall be organized at each school. Committee members shall be elected on or about September 15, by and from the professional staff assigned to the building, and shall serve until September 15 of the

following year. Committee membership shall be reported by September 30 of each year to the Superintendent for official filing.

2. The Association shall designate one of its Association Representatives from the building to serve as chairperson pro tempore of the committee until the committee meets to select a chairperson. One of the Association Representatives will serve on the committee with the right to vote.

3. The principal shall be an ex-officio member of the committee.

4. All members of the committee will be certificated personnel elected by the staff. Elections shall be conducted by the Association members within the school. All professional staff within the school will be eligible to vote for the membership of the committee irrespective of membership in the Association.

5. Membership on the committee in addition to the principal and the Association Representative shall be based as follows:

a. Elementary schools - one representative for each grade level, and one representative from special services. In cases when the staff of an elementary building does not exceed twelve, five representatives from that building shall be elected. All teachers from that building shall serve if there are fewer than 6 teachers.

b. Secondary schools - representation on the basis of the following:

Enrollment	Number of Members
600 or less	3
601 to 1100	5
1101 to 1600	7
1601 to 2100	9
2100 or more	11

c. Deviations - Any modification in number of membership or organization of the committee must be approved by the Association and the Board through an official designee.

6. The principal will provide the School Building Committee with secretarial services if available and mutually agreed upon by the principal and Committee.

Section C: Bylaws

1. Each Building Committee shall adopt its own Bylaws. Such Bylaws shall provide for, among other things:

a. Any professional staff member shall be eligible for election to the Committee. Offices will be held only by the Committee members and any Committee member shall have an equal right to hold office.

b. The method of electing Committee members and filling vacancies.

c. The selection of officers, including chairperson.

d. The calling of meetings. Meetings shall be scheduled at least once each month during the school year.

e. The order of business.

f. Such Bylaws shall not conflict with statutory rights and responsibilities of the Superintendent, Principal, the Board, or the terms of this Agreement.

Section D: General Rules

1. Any staff member may submit to any Committee member in the building a written statement of a problem for discussion by the Committee.

2. Upon receipt of such items, a Committee member shall place the same on the agenda for the next meeting.

3. Any Committee member may place on the agenda any item believed appropriate, including formal requests by another staff member.

4. The principal shall be given an advance copy of the agenda and such agenda shall be published in advance throughout the building.

5. Problems that can be resolved at the building level will be so resolved. Problems that cannot be resolved at the building level may be referred by Committee to the Grievance Procedure.

ARTICLE 19 - TEXTBOOKS AND SUPPLIES

Section A:

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, teaching supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

Section B:

In that textbooks and supplies are the tools of the teaching profession, the Board expects the need for additional supplies and textbooks, the need for changes in the types of supplies and textbooks, and the updating of supplies and textbooks to originate with the staff member. The Board anticipates that most of these needs will be met through regular budgetary procedures, but will consider any such needs presented by the Association.

Section C:

In the selection of textbooks, the Board recognizes the effect of such selections upon the schools of the entire District. Therefore, when the need for a change in textbooks has been established, the Board affirms the right of the various schools of the District to be represented in the selection of replacements.

The Association agrees, in such instances, to appoint committees of appropriate staff members, including department heads, to meet with the representative(s) of the Superintendent for the purpose of reviewing all available textbooks and materials pertaining to said change.

Upon conclusion of the review, each committee will submit to the Board, through the Superintendent, a report including a list of the textbooks and materials reviewed, a recommendation for the textbooks and materials chosen as the replacement, and the basis upon which the particular textbooks and materials were chosen.

The Board agrees to honor such recommendations or to return the report to the Committee with its reasons for nonacceptance of the recommended selections.

Section D:

When it becomes necessary for budget requests in the areas of textbooks and supplies to be cut, the Administration will inform the affected principals within two weeks after final adoption of the budget. After consulting with the School Building Committee on the priority of items, each principal will submit any recommendations.

ARTICLE 20 - INSTRUCTIONAL COUNCIL

The Instructional Council shall represent staff members in the process of educational change. The Instructional Council will operate under a set of bylaws submitted to the Superintendent and Association.

The Instructional Council will meet monthly during the school year. Additional meetings may be scheduled depending upon the nature and urgency of the business at hand. A Steering Committee will be elected by members of the Instructional Council. It should consist of seven members who have served at least one year on Instructional Council. Steering Committee will meet monthly to set the agenda for each of the Council meetings. The Association and/or the Superintendent may suggest items for Instructional Council to consider. Such items will be considered and reported on in a timely fashion.

The Instructional Council may establish subcommittees to consider particular matters (as outlined in the bylaws). After review, recommendations and suggestions will be forwarded to the Superintendent and President of the Association.

The Instructional Council will consist of:

1. Seven staff members serving staggered three-year terms selected from the following groups, and appointed by the Association; 2 elementary, 1 K-8, 2 middle school and 2 high school professional staff;

2. Nine members serving staggered three-year terms selected by an Association election;

3. Two members serving staggered three-year terms selected by the Parent Council;

4. One member representing the business sector who will be selected by the Steering Committee;

5. Seven members appointed by the Superintendent from their respective groups for staggered terms of three years: 3-elementary, 2-secondary, 1-central office and 1-student services administrator;

6. Permanent non-voting members: General Director of Curriculum and Instruction and curriculum coordinators. The General Director of Curriculum and Instruction will serve as permanent chairperson of both the Council and the Steering Committee.

A substitute will be provided for each staff member as needed.

ARTICLE 21 - LEAST RESTRICTIVE ENVIRONMENT

While the Board and the Association acknowledge that Least Restrictive Environment (LRE) is federally mandated, they also recognize the extent to which any individual student with disabilities should participate in regular education programs must be appropriate to that student's unique needs as determined by the Multidisciplinary Conference (MDC) and/or the Individualized Education Plan (IEP). Such participation in regular education programs shall not substantially interfere with the learning of others even with supplemental services, threaten the safety either of other students or of the disabled student, or require so much modification in the curriculum that the regular program has to be altered beyond recognition.

The Board recognizes and agrees that it will take any and all steps necessary in order to meet the requirements of federal and state laws which require that students with disabilities be educated in the least restrictive environment. Such steps might include, among other things, the relocation of programs, the establishment of additional classes, or the reassignment of students both with and without disabilities.

Section A: IEP Meetings and Recommendations

The regular education staff member, who is or will be providing instructional or other services to a student with disabilities in a regular education classroom setting, shall be invited, in writing, to participate in the IEP meeting and any subsequent meetings. Participation shall not result in the loss of leave time or uncompensated planning time.

IEP recommended paraprofessionals shall be in place within twenty (20) days from the date of the IEP. "Days" shall mean days when the District offices are open. Staff members shall be eligible for compensation at the lost planning period rate for each period (secondary) or each

thirty minutes (elementary) when an IEP recommended paraprofessional is not present after the earlier of the date of the paraprofessional's placement or the twenty (20) day grace period.

If a staff member advises, in writing, the administration on a reasonable basis to believe that the student's current IEP is not meeting the student's unique needs, as required by law, an IEP meeting shall be reconvened within twenty (20) days. An IEP meeting shall be reconvened if a staff member advises, in writing, the administration that the student's participation in the regular education program substantially interferes with the learning of others, even with supplemental services, threatens the safety either of other students or of the disabled student, or requires so much modification in the curriculum that the regular program has to be altered beyond recognition.

Section B: District Special Education Advisory Committee

The District Special Education Advisory Committee shall address issues and concerns that have broad implications, rather than issues of individual students, regarding the implementation of programs for students with special needs. This committee will be made up of eight members, four appointed by the Association, one of whom is a special education teacher; and four appointed by the District, one of whom is a special education administrator. Staff members may submit written concerns to the Committee. The District Special Education Advisory Committee will review and act upon the concerns at its next scheduled meeting. The committee will implement decisions including, but not limited to, reassignment of students, use of paraprofessionals, provision of appropriate instructional materials and staff training. The committee and presenter will be provided with release time or compensation to meet.

Section C: Training and Materials

The Board shall set aside a sum of money to provide staff development for all teachers who have inclusion students. Such staff would be expected to attend at his/her option, prior to or within ten days of receiving the student, a summer salary credit workshop or a two full day in-service with released time. They would also be provided up to four days of release time for planning. The Board would also set aside \$250 per inclusion student for the purchase of relevant materials, as determined by the staff member in consultation with the case manager.

ARTICLE 22 - STAFF HOURS AND SCHOOL CALENDAR

Section A: Elementary

1. The official length of the day for elementary school students K through 6 shall be 5 1/2 hours with up to one hour reserved for the noon lunch period and the schedule of those hours to be determined by the principal and the staff of each school to meet the peculiarities and/or transportation problems of each school. Kindergarten sessions may be up to 2 3/4 hours in length.

2. Modifications for student dismissals may be made after consultation and agreement of the Association, and the final decision shall rest with the Board.

3. Elementary staff members shall be required to report 15 minutes before the start of the students' school day determined by the tardy bell, and shall be required to remain 15 minutes at the end of the students' school day. This time is to be used for professional duties such as consultations with parents, students, or staff members.

4. The Board will provide each elementary staff member with at least five (5) planning periods per week each semester. Each planning period will be a minimum of thirty

(30) minutes. Certified instruction specialists, including but not limited to Art, Music and Physical Education specialists will instruct the elementary staff member's class during these planning periods. Every possible effort will be made to schedule no more than one planning period per day.

5. It is understood that there may be occasional times when the specialist does not arrive or is late, and the teacher shall remain in charge of the class in that event.

6. All certified instruction specialists shall have at least five (5) planning periods per week each semester. No specialist shall instruct more than eight (8) thirty (30) minute classes per day, or seven (7) thirty-five (35) minute classes per day, or six (6) classes of up to forty-five (45) minutes. Art specialists will instruct six (6) classes of up to forty-five (45) minutes. There shall be five (5) minutes scheduled between classes for the purpose of preparation.

7. No professional staff member shall be required to supervise more than the maximum permissible class size according to current contract limits.

8. Elementary staff members shall have a ten (10) minute break from their classes in the morning and afternoon provided the staff member's class is left in the charge of another staff member. The principal and the staff in each school shall work out a plan for its implementation using the professional staff assigned to the building.

Section B: Secondary (Middle Schools)

1. The official length of the day for 6th, 7th, 8th and 9th grade students, assigned to middle schools, shall be seven hours and ten minutes conducted with a closed campus organization for the students, with schedules to be determined by the principal and the staff of each school to meet the peculiarities and/or transportation problems of each school.

2. Modifications for student dismissals, double sessions, etc., may be made after consultation and agreement of the Association, and the final decision shall rest with the Board.

3. Secondary staff members shall be required to report not more than 15 minutes before the start of the students' school day, except for those situations where a few staff members will be required for supervision before the opening of school, at which time up to 30 minutes before the opening of school may be required. Such secondary personnel will have equivalent released time in their daily work schedules.

4. While the staff members' responsibilities generally necessitate remaining after school, no definite amount of time after the close of school will be required.

5. Middle school staff members shall teach and supervise up to 300 minutes each day. Staff members shall not be required to meet more than five class periods each day. Class periods for department heads shall be as follows: six or more staff members in a department, four (4) class periods per day; less than six in a department, five (5) class periods per day. No staff member shall be required to supervise lunch. No supervisory duties shall be assigned to staff members implementing the middle school concept. Modifications of these provisions may be made upon the recommendation of a majority of the staff members of a school, with the approval of the Board and the Association.

6. Implementation of true Middle School Concept programs inconsistent with the provisions of this agreement shall require specific recommendations to be considered by the Building Committee. Those recommendations may include areas such as the program design, numbers of meetings per week, curriculum, scheduling, level of staff training, level of staff participation, budget, piloting and implementation issues. The Building Committee shall be responsible for adapting such recommendations to its school. The Building Committee, with the full participation and vote of the principal, shall make recommendations to the staff.

Implementation of the program at any middle school shall require a 2/3 affirmative vote of the bargaining unit staff, approval by the Superintendent, and approval by the Executive Board of the Association. Continuation of the program after a two year pilot program would require a biannual reaffirmation of the staff. All votes shall be by secret ballot and conducted by the Association Representative.

7. In the event the middle school program is changed to a junior high school program, these provisions shall apply to the junior high school program.

Section C: Secondary (High Schools)

1. The teacher day shall not exceed seven hours and thirty minutes. Within these parameters, high school schedules shall be determined by the principal and the staff of each school to meet the peculiarities and/or transportation problems of each school.

2. Modification for student dismissals, double sessions, etc., may be made after consultation and agreement of the Association.

3. Secondary staff members shall be required to report not more than 15 minutes before the start of the students' school day; except for those situations where a few staff members will be required for supervision before the opening of school, at which time up to 30 minutes before the opening of school may be required. Such secondary personnel will have equivalent released time in their daily work schedules.

4. While the staff members' responsibilities generally necessitate remaining after school, no definite amount of time after the close of school will be required.

5. High school staff members shall not be required to meet more than five class periods per day. The class period shall be up to 50 minutes long. Staff members may be assigned a five minute home room period as an extension of one class period. Staff members may be assigned no more than one study hall per day and that study hall shall count as one of the five class periods.

6. Two uninterrupted preparation periods per teaching day and/or ten preparation periods per week shall be provided for staff members in high schools. Such preparation periods shall be equal in length to class periods. Preparation periods for department heads in high schools shall be as follows: six or more staff members in a department - three planning periods per day, and four class periods per day; less than six in a department - two planning periods per day with five class periods per day.

Section D: Adult Education

Adult and Continuing Education Professional staff members shall be covered by all provisions of the Professional Agreement except as modified herein. Both the Board and the Association agree that the intent of this article is not to hinder existing programs or to change the unique teaching techniques already in use or to change its unstructured approach to education. The intent of this article is to insure all staff members the rights and responsibilities enjoyed by the rest of the Professional Staff.

1. The official length of the day for the staff be consistent with the individual school's programs. The actual working schedules shall be determined jointly by the staff and the administration to meet the peculiarities of the schools, but in no case shall the staff member's day exceed the maximum day specified in the contract Article 22, Section C, except as modified herein.

2. Staff members may teach up to 6 periods a day with a total of no more than 300 teaching minutes per day.

3. Each staff member will receive a minimum of one 50 minute planning period per day.

4. The Board will not employ full-time Adult Education hourly paid teachers.

Section E: Pre-Kindergarten/Early Childhood

1. The teacher day shall be 5-1/2 hours with up to one hour reserved for the noon lunch period and the schedule of those

hours to be determined by the principal and the staff of each school to meet the peculiarities and/or transportation problems of each school. Sessions may be up to 2 3/4 hours in length.

2. Modifications for student dismissals may be made after consultation and agreement of the Association, and the final decision shall rest with the Board.

3. Pre-kindergarten and early childhood staff members shall be required to report 15 minutes before the start of the students' school day determined by the scheduled teachers' receipt of the students from bus unloading or parent delivery. Teachers shall be required to remain 15 minutes at the end of the school day which ends with the scheduled completion of bus loading or child pick-up. This time is to be used for professional duties such as consultation with parents, students, or staff members.

4. The Board will provide each pre-kindergarten and each early childhood staff member with at least five (5) planning periods per week each semester. Each planning period will be a minimum of thirty (30) minutes.

5. No professional staff member shall be required to supervise more than the maximum permissible class size as prescribed by applicable state and federal guidelines.

6. Pre-kindergarten and early childhood staff members shall have a ten (10) minute break from their classes in the morning and afternoon provided the staff member's class is left in the charge of another staff member. The principal and the staff in each school shall work out a plan for its implementation using the staff assigned to the building.

7. Pre-kindergarten and early childhood staff members shall not be required to make home visits when they have reason to suspect a visit may jeopardize their personal safety. In order to accomplish required home visits which cannot be made during the teacher day and where personal safety is not an issue, staff members will make such home

visits outside of the teacher day with prior advance administrative approval both as to necessity and projected time involved. An amount of released time equal to the time involved in these home visits will be granted for each participating staff member of the Friday of the same week in which the after hours visit is made.

Section F:

A schedule of dates and times of up to nine general staff meetings will be determined at the beginning of each year. An additional meeting may be scheduled each month with the agenda developed by the Building Committee for the purpose of staff development, in-service, or instructional improvement. A copy of the agenda for said meetings shall be presented by the Building Committee not less than five (5) days prior to its convening. Said meeting shall be limited to one hour and must adhere to the agenda presented. An additional meeting may be scheduled each month with the Superintendent or the Assistant Superintendent being present.

Attendance at any other meetings shall be at the option of the individual staff member, except those required of new personnel for orientation purposes.

Section G:

Up to one-half of the institute day at the beginning of the school year may be used by the principal for the purpose of meetings and/or in-service. The rest of the day shall be used by staff members for the purpose of preparation.

There shall be one day of released time for staff members' work on both the last day of the first semester and the day prior to the last day of school. Up to 90 minutes at the beginning of the last day of the first semester may be used for staff meetings.

Each Building Committee may design an in-service training and/or staff development program relating to the School Improvement Plan for one early release day per semester pursuant to the provisions of 105 ILCS 5/18-8(g).

The Superintendent shall submit the application for approval of the program prepared by the Building Committee to the Regional Superintendent of Schools for approval.

Section H:

Staff members assigned to more than one level (elementary, middle, or high school) will have a workday of no longer than seven hours and thirty minutes.

Section I:

Every attempt will be made by the administrative staff to supply qualified substitute teachers. Only in cases of extreme emergency will the principal require a staff member to serve on a substitute basis. Staff members shall be notified of such assignments as soon as possible. Principals will rotate such assignments so that there will be a minimal impact on the individuals and instruction involved. In the event such an assignment is made and a staff member loses a planning or preparation period, \$15.00 shall be paid per fifty (50) minute period prorated for actual time assigned.

Section J:

All staff members shall have a duty-free uninterrupted lunch period no shorter than that stipulated in the Illinois School Code.

Section K:

Staff members shall not be required to perform non-instructional housekeeping functions.

Section L:

At the elementary level, the first pupil attendance day of the school calendar shall not exceed one-half day. The remainder of said day may be used by the staff for preparations, except that up to one hour may be used for staff meetings and/or workshops. In the case of middle and high schools, the first pupil attendance day of the school calendar may be a shortened day with the remainder of said day used for staff meetings, workshops and/or preparations.

Section M:

Released time for IEP case managers, designated for the completion of paperwork, will be set at a minimum of one day per year. The individual case manager shall decide when the day shall be taken, and shall properly notify the appropriate supervisor. One additional day may be requested by the case manager from his/her supervisor, subject to review by said supervisor.

Section N:

Every effort will be made to schedule multidisciplinary staffings during the school day. Notification of the date and time of the multidisciplinary staffing will be given to staff members at least three days in advance of the meetings.

Section O:

Before any contracts for the year are issued or distributed, the Board, in prior consultation and agreement with the Association, shall adopt a calendar in accordance with the provisions of the School Code. Supplemental modifications as needed must be jointly agreed to by the Board and the Association.

Section P:

It is agreed that a specific meritorious plan by a professional staff member may be submitted to the Superintendent, and upon Board approval, said staff member shall be released from that part of the normal professional responsibilities as is necessary for the purpose of research, grant writing, or the development of improved curriculum materials.

Upon completion of the research assignment, said staff member shall be restored to the former position, if possible, or to a position of like nature.

ARTICLE 23 - VOCATIONAL EDUCATION

Section A:

Work Experience Credit: Vocational education staff members who work in business or industry, and who work in their subject field during the summer, shall be given credit on the salary schedule. *Credit: Every 80 hours of work experience directly related to the specialty will be equated to one (1) semester hour of credit on the salary schedule. This is not to exceed a maximum of ten (10) semester hours of credit with a maximum of five (5) which can be earned in any one summer. After attaining placement on the M.A. schedule, an additional ten (10) hours beyond the M.A. shall be granted based on every 80 clock hours of work experience directly related to the specialty will be equated to one (1) semester hour of credit on the salary schedule. This is not to exceed a maximum of ten (10) semester hours of credit with a maximum of five (5) which can be earned in any one summer.*

Procedure for Approval: The staff member must apply for approval by completing the appropriate form which must then be approved by the principal and the Superintendent of Schools. For final approval and determination of salary credit to be granted upon completion of said work experience, a written report shall be submitted summarizing the benefits that were derived and documenting the number of hours worked.

Section B:

Non-degreed teachers with provisional vocational certificates will be given education and experiential placement on the salary schedule in the following manner:

1. In addition to the college credit earned to qualify for the provisional vocational teaching certificate, additional movement on the salary schedule shall be on the basis of one academic year of college for every three years of verified, full-time, journeyman level work experience in the teaching

specialty. This work-experience equals college-credit method would be used up to and including the B.A. position of the salary schedule. College hours earned may be added horizontally up to and including the B.A. + 20 position.

2. Additional work experience beyond that required to achieve the B.A. position on the salary schedule should be equated vertically on the "experience" scale on the basis of 1 year experience for every two years of verified full-time journeyman level work experience in the specialty.

Section C:

The cooperative education coordinators will have office space. The following shall also apply:

1. Their work day will be equivalent to that of a regular high school staff member's day.

2. Coordinators will be responsible for maximum of two (2) related classes per day.

3. The maximum number of students that a coordinator will meet each day will be forty (40), if all students are in the same category. The maximum number of students that a coordinator will meet each day will be thirty (30), if students are from different categories, i.e. OF, DE, etc.

4. The maximum number of schools a coordinator will be responsible for is two (2).

5. The work schedule will be divided equally among the following responsibilities: programs, clubs, and job supervision.

ARTICLE 24 - CLASS SIZE

Section A:

The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, they agree that the class size set forth below shall be established as the standards for the maximum number of pupils per teacher and that this policy

shall be effected in all schools to the extent possible.

The Board will supply the Association with a list of all elementary classes within 10 days of the start of each semester.

Maximum class sizes shall be established as follows:

Kindergarten	24
1 - 3	26
4-6	30
Combination 1 - 6	23

There shall be no 1-2, 2-3, 3-4, or 4-5 combination classes unless designated by the educational program of the building.

For all-day kindergarten classes over 21 students, a full-time paraprofessional will be provided. The paraprofessional shall be in place within twenty (20) days from the date of enrollment of the twenty-second student. "Days" shall mean days when the District offices are open. Staff members shall be eligible for compensation at the lost planning period rate for each thirty minutes when the paraprofessional is not present after the earlier of the date of the paraprofessional's assignment or the twenty (20) day grace period.

Section B:

Class sizes set forth shall be established as the maximum number for academic classes in all secondary schools.

Maximum 33 at 150
Music - no limit
Study Halls - 33

The Board shall use its best efforts to keep secondary Physical Education classes from exceeding 40 students per class.

Section C:

Class size for special education will be as prescribed by applicable state and federal special education laws. Elementary special education eligible students, when mainstreamed in regular education classes for less than a full day, will be counted for purposes of determining class size as if they were

in the regular education class for the full day.

MISCELLANEOUS: The Board and Association will work toward a ratio of:

- 1 social worker for each 1800 students
- 1 psychologist for each 2000 students
- 1 counselor for each 300 students
- 1 home school counselor for each 4000 students
- 1 nurse for each 1000 students

Section D:

By October 1st of each year and by the 1st of each month thereafter, each building principal shall advise the Superintendent and the Association of all situations where these standards are exceeded. When it is found that the limits are exceeded at the secondary level, immediate steps shall be taken to meet the limit within 15 days. Every reasonable attempt will be made to avoid elementary class size overages. However, when an overage occurs in an elementary class, that elementary classroom teacher shall be paid an overload rate of \$13.50 per day for the first child and \$13.50 per day for the second child in excess of the maximum class size, as established in this article, as of the date of effective enrollment. Each teacher shall receive such pay on the first paycheck in December (with bookkeeping completed by November 30) and on the last paycheck in June. In no case shall elementary class size exceed 26 in kindergarten, 28 in first through third grade, or 32 in fourth through sixth grade.

Section E:

For instruction requiring specialized facilities, the available work stations shall control class size.

Classes involving hazardous materials, equipment, machinery, etc. shall be controlled by the number of work stations, but in no case shall exceed 24 after the twentieth pupil attendance day of each semester.

Section F:

The District will obtain all available money under Title II Teacher Quality Grant. Beginning in FY 2004 no less than 50% of said money shall be used each year exclusively to lower class sizes below the maximum allowed under this Agreement.

ARTICLE 25 - ALLOWANCE FOR STAFF ABSENCE

Section A:

In each school year, staff members under yearly contract shall be allowed twelve (12) days at full pay for the following reasons:

1. Personal illness
2. Quarantine at home
3. Serious illness or death in the immediate family or household.

Staff members with 20 years or more of service shall be allowed an additional 3 days (total of 15) for the above reasons.

The definition of the "immediate family" is husband or wife, child, brother, sister, grandparent, or grandchild or parent of staff member or spouse, wherever they may reside, or other relative in the same dwelling unit. Any deviation from the above listing must be approved by the Superintendent of Schools as recommended by the administrative head of each school unit.

Section B:

Two of the above twelve days may be used by staff members under yearly contract for personal leave for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. Except in the case of emergency, personal leave shall be granted upon request and without explanation with two days prior notice

to the building principal or appropriate supervisor. They shall not be used for casual or indiscriminate purposes. Casual or indiscriminate uses include but are not limited to taking vacations, earning an income from another source, or attendance at a workshop or course which has not been pre-approved by the Board. If it is learned that a staff member used personal leave days for casual or indiscriminate purposes, it will result in the loss of salary for the day or days in question.

On the day preceding or following a legal or special holiday and/or the first or last day of school, personal leave will be granted for emergencies only; provided, however, in non-emergencies the Superintendent or designee may, upon review of written explanation, grant personal leave before or after a holiday, or the first or last day of school without creating a practice or setting precedent. An emergency is defined as an unforeseen combination of circumstances that calls for immediate action. It requires a written explanation of the need for personal leave which must be submitted to the Superintendent or designee.

Section C:

Any unused portion of the above allowance of days will be subjected to unlimited accumulation of sick leave days. Up to six days may be accumulated for personal leave, and all six days may be taken on consecutive work days.

Sick or personal leave days may be taken in 1/2 day increments. At the elementary level, 1/2 day is defined as 1/2 the contractual required time. At the secondary level 1/2 day is defined as the end of the period which most closely approximates 1/2 the required contractual time.

Section D:

The Board may require a physician's statement for absences of over three consecutive days due to personal illness and may request a restatement every 30 calendar days in the event of an extended illness.

Section E:

Staff members shall be paid the difference between contractual salary and pay received while serving on jury duty in a Court of Record. Staff members shall be paid the difference between contractual salary and witness fees or other compensation received for time spent in court in response to subpoenas.

Section F:

When sick leave is exhausted, a staff member upon written request may ask to draw upon the next year's twelve (12) days of sick leave. If the staff member leaves the District, this advance must be reimbursed.

Section G:

The Board reserves the right to have a staff member examined with regard to a personal illness by a licensed physician/psychologist selected and paid for by the Board. In the event the staff member, so examined, does not concur with the report of an examination rendered by the physician/psychologist so selected by the Board, the staff member, at his/her own expense, may obtain a report of an examination by a physician/psychologist of his/her own choice. If the two reports thus obtained do not agree, then a third physician/psychologist shall be selected by the two physicians/psychologists who have examined the staff member, and the report or opinion of the examination by such physician/psychologist so selected shall be final and binding on the parties regarding the staff member's personal illness.

Section H:

Upon written request staff members may be granted leave days without compensation at the Superintendent's discretion. These days are not intended for casual or indiscriminate use.

ARTICLE 26 - MINIMAL STANDARDS AND PROFESSIONAL GROWTH

Section A:

Since pupils are entitled to be taught by staff members who are working within their areas of competence, staff members shall not be assigned outside the scope of their teaching certificates of their major or minor fields of study, except temporarily and for good cause and then the Association shall be so notified in each instance.

Section B:

The Board shall provide adequate funds for staff members to attend professional conferences or committee sessions, visit other classrooms or schools, or to participate in other professional growth opportunities. Such activity shall be only with the prior authorization of the Superintendent or representative. Final approval on any extension of past practices is reserved by the Board.

Section C:

The Administration may request that staff members enroll in specific credit courses so that certain academic or professional deficiencies may be filled and preparation standards mandated by curriculum revisions or applicable accreditation standards may be achieved. Should the staff member be unwilling or unable to accommodate such a request to the extent of completing four credit hours per year, and the want of the indicated improvement prohibits the initiation or continuance of a desired curriculum or accreditation, then the staff member may be reassigned (accommodating his/her desires as nearly as possible) in order that the objective may be gained. Staff members complying with such requests shall be reimbursed for tuition, books, and ten dollars (\$10.00) for miscellaneous expense incurred by enrollment in the classes.

ARTICLE 27 - REVIEW OF EARNED CREDITS

Section A:

There shall be a semi-annual review of credits earned by staff members. The review shall be made at the beginning of each semester. All graduate courses, up to twelve (12) semester hours of undergraduate credit from accredited institutions, and all Board approved workshops may be used for salary credit.

Section B:

Salary adjustments shall be made as soon as possible following each semi-annual review. Such adjustments shall be retroactive to the first pay period of said semester.

Section C:

All workshops, other than those approved by the Board, to be used for salary credit must be pre-approved on the appropriate form at least ten (10) days prior to the start of the workshop. "Days" for this purpose is defined as calendar days.

ARTICLE 28 - POLICY ON IN-SERVICE CREDIT FOR TRAVEL

The Board and the Association agree that in-service credit for travel should be recognized on the salary schedule. Both parties agree that a committee consisting of six staff members recommended by the Association and three administrators recommended by the Superintendent of Schools be formed. This committee will set up the procedures necessary to fulfill the requirements for granting travel credit.

Applications for pre-approval of educational tours are available in each school office and should be filed with and receive the approval of the committee prior to the tour in order to receive consideration for salary schedule credit. After the tour, the applicant will file the required written

reports and illustrative material for evaluation by the committee and recommendations will then be sent to the Superintendent for submission to the Rockford Board of Education for final approval in respect to salary schedule credit. It is possible to obtain one semester hour of credit per seven consecutive days of travel. The cumulative total amount of credit for travel that may be earned by a staff member shall not exceed ten semester hours.

ARTICLE 29 - IN-SERVICE TRAINING AND SUMMER WORKSHOPS

The Board recognizes the importance of in-service training for the professional staff and will be responsible for providing such training outside of regular school hours and in summer workshops.

Section A: In-Service Training

The Association and the Administration will jointly plan the in-service program for each year, and the program will be established by May 1 of each year. Modifications may be made with mutual agreement.

Compensation may be paid to staff members who participate in in-service training programs. Said compensation will be in the form of the Appendix C hourly rate, compensatory time, or credit on the salary index for successful completion of such programs by staff members.

Section B: Summer Workshops

Compensation may be paid to staff members who participate in in-service training programs. Unless the workshop is mandatory, said compensation will be in the form of the Appendix C hourly rate, compensatory time, or credit on the salary index for successful completion of such programs by staff members.

Section C: Compensatory Time

Staff members are entitled to one (1) hour of comp time for each hour of approved training, provided, however, that comp time may not be earned in increments of less than one (1) hour. Likewise, comp time cannot be used in increments of less than one-half day, unless otherwise approved by the building principal. The scheduling of the use of comp time shall be by mutual agreement between the staff member and the immediate supervisor. Each six (6) hours of earned comp time is equivalent to one (1) comp day.

A maximum of thirty (30) hours of comp time may be earned during any one school year. Time earned must be used within one (1) calendar year following the time in which the compensation was earned. Failure to use the earned time in the required period will result in loss of the time, with no other form of compensation required. The use of comp time shall not be subject to the same scheduling restrictions relating to personal leave, provided, however, that application for use of comp time shall be made with at least two (2) days prior written notice to the immediate supervisor on a form provided by the administration and signed by both the staff member and the immediate supervisor.

Section D: Salary Credit

Salary credit will be based on sixteen (16) contact hours per salary credit.

Section E: Material Preparation

Staff members appointed by the Board to prepare materials and/or syllabi for the total school system or any part thereof shall be compensated for the time involved in the project.

ARTICLE 30 - COMPENSATION

Section A:

1. Annual salaries are set forth in Appendix A attached hereto, which is incorporated and made a part of this Agreement. The daily rate of pay shall be 1/185 of the individual staff member's annual salary as set forth in Appendix A and Section B of Appendix D.

Staff members shall be granted one vertical step on Appendix A for each year of service. A year of service is defined as at least 90 school days of consecutive employment as a full-time or part-time staff member.

Section B:

1. In the employment of new staff members, the Superintendent shall place them on the appropriate step of the salary schedule in accordance with the years of preparation and experience in the field of education.

Experience of a non-teaching nature may be approved for credit at the discretion of the Superintendent and the Board of Education and will appear in the recommendation and be noted.

2. A new staff member with experience elsewhere shall be placed upon the step which would have been reached had that experience been in Rockford, provided that such experience has been of comparable nature and has been certified by previous employers, or provided that any year of credited experience shall have been continuous service of at least one-half of a school year, and has been certified by previous employers.

3. Part-time staff members shall receive salary and benefits prorated to those of full-time staff members. All salary and benefits for part-time staff members shall be prorated by tenths (1/10).

Section C:

Staff members shall be paid for regular and additional service according to one of the following schedules. Each

staff member shall have the option of choosing one of these schedules. Choice shall be indicated not later than June 1st of the current school year.

1. Payment shall be made in equal, bi-weekly installments with deductions and withholdings as indicated for the current existing school financial calendar.

2. Payment shall be made in equal, bi-weekly installments beginning in September and continuing through June. The staff member shall have the option of receiving that unpaid portion of the contract in a lump sum on the first pay date in July. Notification of the intent to exercise this option must be made in writing and received in the Payroll Department no later than June 1st of the school year.

Section D:

Any error in the computation of the salary of a staff member shall be corrected as soon as possible upon discovery of the error, and an adjustment of the salary will be made to correct the error.

Section E:

Any deduction from a staff member's salary which is not required by law or authorized by the staff member shall be subject to the provisions of the Grievance Procedure.

Section F:

Staff members required to drive personal automobiles in the course of their employment or otherwise using their automobiles in authorized service to the District shall be reimbursed at no less than the current IRS rate.

Section G:

All authorizations for payroll deduction will be made on a form(s) provided by the Board. Deductions may be initiated or changed at any time with thirty (30) days prior notice for the following: (1) Teachers' Association dues, (2) U.S. Bonds, (3) United Funds, (4) Credit Union, (5) Tax Sheltered Annuities.

In the case of negotiated group insurance programs, payroll deduction authorizations will be made on form(s) provided by the Board, and may be initiated or changed on specific dates determined jointly by the Association and the Board.

Section H:

Nurses holding a Bachelor's degree plus the Teacher Nurse Certificate shall be placed on the Master degree level on Schedule A. This provision is applicable only to those nurses employed prior to April 1, 1968, and having fulfilled these requirements before September 1, 1968.

Nurses holding a Bachelor's degree shall be placed on the Bachelor's degree level on Schedule A.

Section I:

Excluding summer school personnel, any staff member required to work before or after the calendar school year shall have salary figured at the daily rate of the contractual salary for the staff member's curricular responsibility in accordance with the terms of the Illinois School Code.

Section J:

Salary deductions for three or more sick days used beyond the accumulated number of sick leave days shall be made on the basis of a minimum of three pay periods following the return of the staff member.

Section K:

The Board shall pick up and pay 9% of the staff member's Illinois Teacher Retirement System ("ITRS") contribution in a non-taxable manner pursuant to Section 414 (li) of the Internal Revenue Code of 1986, as amended. Effective for the 2002-2003 year, staff members shall not be required to pay and shall be held harmless by the Board from any obligation to pay the .65%, and effective beginning the 2003-2004 year, .75%, TRS health care contribution required to be paid pursuant to HB 323.

Section L:

The Board shall provide, at no cost to staff members, a Flexible Spending Account Plan. Staff members may defer certain predetermined amounts of their compensation which will be considered before tax earnings. These amounts will, at the direction of the individual participant, be used to reimburse said participant for certain health care and/or dependent care expenses incurred and considered deductible under the Internal Revenue Code.

Section M:

The Board shall pay staff members on alternate Fridays, provided, however, that when a payday falls on a holiday or during a vacation period (other than summer), staff members shall be paid on the preceding workday. The Board shall mail paychecks on Wednesdays during the summer and to staff members on leave.

ARTICLE 31 - INSURANCE PROTECTION

Section A: Health Insurance

During the term of this agreement, the Board shall offer and maintain the PPO and HMO plans (hereinafter referred to as the Health Insurance Plans) to staff members and their dependents in the amount of One Million Dollars. Specific benefits and plan rules as agreed to by the Board and the Association are found in the applicable Board Plan Document or Certificate of Coverage issued by the Health Maintenance Organization (HMO).

Section B: Spouse Coverage

1. If a spouse of a covered employee is eligible for his/her employer's health insurance plan, for which the employer pays a minimum of 50% of the insurance premium or an equivalent amount in cash or contribution to Internal Revenue Code Section 125 (cafeteria plan), the Health Insurance Plans will only pay claims as if it were secondary

to the spouse's employer's plan.

2. A spouse covered by his/her employer's insurance plan may remain as a participant in the Health Insurance Plans, but coordination of benefits shall apply and the employer's plan will be primary.

3. If the insurance coverage available to the spouse through his/her employer is limited by a pre-existing condition, the Health Insurance Plans will act as primary for the pre-existing condition until the spouse has satisfied the pre-existing condition limitation. The spouse must present a declination of coverage due to the pre-existing condition limitation. The information must be from the employer's health insurance carrier or the spouse's physician.

4. If a spouse currently under the Health Insurance Plans is ineligible for his/her employer's health insurance as outlined in paragraph one, or due to medical conditions is unable to become eligible under his/her employer's plan, he/she may remain solely on the Health Insurance Plans.

5. If a spouse becomes ineligible for his/her employer's plan, he/she may enroll as a dependent in one of the Health Insurance Plans during the open enrollment period, and a spouse can enroll outside the enrollment period if one of the three qualifying events listed in the Plan document occurs. In such an event, the pre-existing conditions limitations of the Health Insurance Plans shall be waived.

Section C: Health Insurance Premiums

Effective July 1, 2002, all health insurance premiums shall be consistent with the provisions of the Professional Agreement between the Board and the Association, effective July 1, 1999 through June 30, 2002. Effective January 1, 2003 through December 31, 2004, the staff member shall pay the first \$25 of monthly premium for single coverage for health insurance, and the first \$50 of monthly premium for dependent coverage for health insurance coverage.

Effective January 1, 2005, through June 30, 2005, the staff member shall pay the first \$30 of monthly premium for single coverage for health insurance, and the first \$60 of monthly premium for dependent coverage for health insurance coverage.

Section D: Dental Insurance

The Board shall offer a fully paid Group Dental Insurance Plan as agreed to by the Board and the Association for staff members and their dependents. Specific benefits and plan rules are found in the applicable Board Plan Document or Certificate of Coverage issued by an HMO.

Section E: Group Term Life and AD&D Insurance

The Board shall offer a Double Indemnity Group Term Life and Accidental Death and Dismemberment ("AD&D") Coverage in the amount of \$20,000.00 Double Indemnity to staff members. Purchase of additional Life Insurance at full cost is available to the eligible staff member.

Section F: Insurance Committee

Because the HMO and increased life insurance plans are a direct cost to the individual staff member, both the Board and the Association agree to a committee of three representatives appointed by the Board and three representatives appointed by the Association to investigate various HMO and life insurance plans, establish specifications of the plan, submit specifications for bid, and choose the final carrier. Further, it shall be the responsibility of this committee to meet quarterly to review these plans.

Section G: Disability Insurance

The Board shall provide a Supplemental Disability Benefit which, when added to the Illinois Teacher Retirement Act benefits, shall total sixty-six and two-thirds percent (66 2/3%) of the staff member's current salary rate; but in no event shall the Supplemental Disability Benefit be greater than thirty percent (30%) of the Staff member's current salary rate.

Staff members employed by the Board on or before June 30, 1994, shall receive this Supplemental Disability Benefit as long as the disability is certified by the Illinois Teacher Retirement System.

Staff members employed by the Board after June 30, 1994, shall be provided with a Supplemental Disability Benefit which may include benefit limitations for mental and nervous related disabilities after two (2) years for continued eligibility. The Board and the Association shall jointly establish specifications of the plan and choose the carrier. It is understood that the Board may elect to self-insure this program.

Section H: Wellness Committee

A committee composed of four representatives appointed by the Association and four representatives appointed by the Board shall be established to study an employee wellness program which shall include, but not be limited to, smoking cessation, weight control and stress management.

The committee's recommendations will be implemented as soon as practical.

Section I: Loss of Personal Items

The Board will assume liability for loss of personal items (upon proof) through Acts of God such as fire and flood with a maximum coverage of \$250.

ARTICLE 32-DISCHARGE, DEMOTION AND/ OR DEPRIVATION OF SALARY INCREMENT

Discharge, demotion, other involuntary change in employment status, or deprivation of salary increments shall be for just cause and preceded by:

1. The faithful execution of the evaluation procedure and the honoring of all rights included in this Agreement or applicable statutes.

2. The forwarding of a written explanation, by registered mail or delivered in person, for the action to the staff member.

3. A complete review of the staff member's files with the staff member. At the staff member's request, a representative may be present.

4. If requested by the staff member, a hearing before the Board.

ARTICLE 33 - EARLY RETIREMENT AND SEVERANCE PAY

Section A: Severance Pay

1. Upon retirement and a minimum of ten (10) years of service with the Rockford School District or severance from said District, the teacher shall receive a lump sum payment computed by multiplying his/her last daily rate of pay by twenty percent (20%) of accumulated sick leave days, in excess of 105.

2. Any accumulated sick days used towards credited service with the ITRS will not be counted in the calculation of severance pay.

3. The following are ineligible to receive any severance payment:

- a. Any staff member whose dismissal is sustained by the Illinois State Tenure Commission.
- b. Any staff member who is dismissed or who resigns at the request of the Board, if the dismissal or request for resignation is deemed to be for just cause by the Rockford Education Association.
- c. Any staff member who leaves the system contrary to the provisions of the Illinois State Tenure Act, or contrary to the terms of his employment contract.
- d. Any staff member who has previously received this benefit from the Rockford School District.

Section B: Early Retirement Insurance

A staff member within ten years of the year in which he or she will reach his or her 65th birthday, and who has been credited with 10 or more years of service in the Rockford School District, may apply for early retirement providing he/she is eligible under the Illinois Teachers' Retirement Act.

The Board will pay for an extension of the present life insurance program through the year in which the individual becomes 65 years of age. Further, staff members retiring on July 1, 2002 and thereafter, and their eligible dependents may enroll in a medical insurance plan provided by the Illinois Teachers' Retirement System (TRIP HMO or TCHIP) and the Board will pay the full premium each year until the end of the school year in which the retiree turns 65. If the individual retiree enrolls in the TRIP HMO, there will be no contribution by the retiree. If the individual retiree enrolls in the TCHIP the retiree will contribute one-half of the TCHIP premium. Example: In plan year 2002-2003 an individual enrolled in TCHIP would contribute \$135.28 (0.5×270.55). If the retiree enrolls dependents in either the TRIP HMO or the TCHIP, the retiree will contribute the same amount paid by an active staff member for family coverage and an additional amount equal to the single TRIP HMO premium for each dependent. At the end of that school year in which the retiree turned 65, the Board's obligation to the retiree for any insurance contribution ceases. Example: In plan year 2002-2003 a retiree with a spouse and two children would contribute an additional \$455.84 per month ($[\$135.28 \times 3] + \50) for the TRIP HMO or the TCHIP.

If TCHIP is selected and the coverage level of TCHIP is less than the Board's PPO, the retiree can submit the claim to the Board's Third Party Administrator. The Board will then pay the difference between the level of coverage paid

by TCHP and the level of coverage allowed under the Board's PPO.

Applications for the program must be made by April 1 of the year preceding retirement.

If a retiree returns to work as a part-time employee the retiree may remain on the Board's plan or enroll on the Board's plan. The retiree will pay the applicable single or family contribution in effect for active employees plus a percentage of the Board's premium rate based upon the amount of time worked minus the cost of the single TRS HMO premium. (Example: If a retiree works .5, he/she would pay the applicable contribution for single or family coverage plus half the premium cost minus the single TRS HMO cost.) When the retiree ends his/her part-time employment, he/she will be treated as a retiree under the above paragraphs of this section.

If a retiree is the spouse of an active employee, the active employee has the right to cover the retiree as a dependent under any of the Board's plans.

If any of the TRS TRIP plans default, the retirees and their eligible dependents enrolled in the defaulted TRS TRIP plans may participate in any health plan that the District is offering to its active employees at the time of the TRS plans' default.

Section C: Early Retirement at the end of the 2004-2005 School Year

A staff member within ten years of the year in which he or she will reach his or her 65th birthday, and who has been credited with 15 or more years of service in the Rockford School District, may apply for early retirement providing he/she is eligible under the Illinois Teachers' Retirement Act.

To recognize the contributions of those qualified staff members who have provided long and effective service to the students of the District, and provided that the staff

member submits to the Board on or before June 30, 2004 an irrevocable written notice of intent to retire at the end of the 2004-2005 year, the Board agrees to increase, on a one-time basis (in the last year of service to the District) the staff member's 2004-2005 salary plus any 2004-2005 Appendix C differentials by twenty percent, payable in accordance with the same compensation schedule as outlined in Article 30.

Provisions of Sections A, B, and C of this Article may be used in addition to the provisions for early retirement without discount contained in Paragraph 16-133.2 of Chapter 108 1/2, Illinois Revised Statutes.

ARTICLE 34 - ASSOCIATION LEAVE

Section A:

The Association President and/or Vice-President shall be released upon the request of the Association. He/She shall be paid at a placement upon the salary schedule to be determined by the Association. He/She shall be considered a full time employee with respect to the Illinois Teachers Retirement System. The Association shall reimburse the Board for the salary paid the President and Vice-President should they be released. The Board shall pay the contributions to ITRS in accordance with Article 30, Section K.

Upon return from this release time, the staff member shall be advanced on the salary schedule as though employed as a regular staff member, and shall be restored to the former position, or to a position of at least comparable seniority and status.

The staff member shall maintain tenure, insurance benefits, and accumulated sick leave including that which would have accrued during the leave period and all other accrued benefits provided in the Professional Agreement.

Section B:

The Association shall be authorized use of up to 60 days released time for its members to participate in Association or related educational activities, and up to 60 additional days if the Association reimburses the Board of Education for the cost of the substitute. Additional days may be granted with Board approval upon written request.

The Association shall also be granted a Board paid leave day prior to each publication of job postings (internal as well as district-wide) for the purpose of reviewing and correcting all advertisements to insure compliance with Article 12.

Section C:

Any staff member taking leave under this Article shall give notice of intent to return within 15 days after the election for that office is conducted. Upon mutual agreement said employee could return at an earlier time.

**ARTICLE 35 - EDUCATIONAL,
PROFESSIONAL GROWTH, AND UNPAID
LEAVES**

Section A: Educational Leave

A staff member who has been employed by the Rockford School District for a minimum of three years, and who has a record of satisfactory service, shall be eligible for an Educational Leave for a period of up to two years, provided said staff member states an intent to return to the Rockford School District for a minimum period of one year.

The staff member requesting a leave of absence for study shall be required to take the equivalent of at least nine (9) term hours per quarter from an accredited college or university. Course hours taken during the summer shall not count as part of the nine (9) hours requirement.

The staff member being granted a leave of absence for study shall advance on the salary schedule as though em-

ployed in the Rockford School District provided a transcript is filed indicating the required credits have been earned.

Section B: Professional Growth Leave

After seven (7) years of continuous employment in the District without other leaves, a staff member may petition for a one (1) year Professional Growth Leave to pursue independent studies and/or experiences that will enhance his/her performance as a professional educator. This leave shall be limited to no more than twice during tenure as a professional staff member, and shall require a minimum of seven (7) years between leaves. It shall be restricted to one percent (1%) of the staff at any one time. Professional staff members shall have the option to buy insurance at current member cost, and there will be no advancement on the salary schedule for the year of leave.

Section C:

Request for leaves of absence for Educational and Professional Growth Leave shall be made to the Committee for Sabbatical Leave.

Section D:

Educational Leave and Professional Growth Leave shall be leaves without pay, and may be granted by the Board after receiving the recommendation of the Committee for Sabbatical Leave. Upon return from leave, the staff member shall be restored to the former position, if possible, or to a position of like nature. The staff member shall maintain tenure, if granted, accumulated sick leave, and all other accrued benefits provided in this Professional Agreement.

Section E:

Any staff member taking leave under this Article shall give notice of intent to return ninety (90) days prior to the end of the semester preceding the semester in which he/she intends to return. Upon mutual agreement said employee could return at an earlier time.

Section F: Unpaid Leave

The Superintendent may grant requests for unpaid leaves of absence for purposes other than education, professional growth, exchange teaching, Association work, maternity, medical, military, public office and sabbatical for up to one full school year. Requests for such leaves shall be made directly to the Superintendent and contain a statement of the reason for such request. If granted, such leaves will be unpaid and provide no benefits other than re-employment upon expiration. Upon expiration, the staff member shall be restored to his/her former position if possible or to a position of like nature. If tenured at the commencement of such leave, the staff member shall maintain tenure. Accumulated sick leave and any other accrued benefits provided for in this Agreement shall also be maintained. Seniority shall be that accrued at the commencement of such leave. The granting or denial of such leaves by the Superintendent shall be without precedent and not subject to the grievance procedure.

ARTICLE 36 - EXCHANGE TEACHING

Section A:

A staff member may apply for an exchange teaching assignment for a period not to exceed one year in another school district, or two years in another country after five years of satisfactory service in the Rockford School District, provided said staff member states an intent to return to the Rockford School District for a minimum of one year.

Section B:

Exchange leave with pay may be granted by the Board on recommendation of the Sabbatical Leave Committee.

Section C:

A staff member being granted an exchange teaching leave of absence shall advance on the salary schedule as though

employed in the Rockford School District for that period.

Section D:

Requests for a leave of absence for exchange teaching shall be made by the end of the first semester for leave beginning the following September.

Section E:

Any staff member taking leave under this Article shall give notice of intent to return ninety (90) days prior to the end of the semester preceding the semester in which he/she intends to return. Upon mutual agreement said employee could return at an earlier time.

ARTICLE 37 - MATERNITY, CHILD CARE, AND ADOPTION LEAVE

Section A:

Should a staff member not wish to take advantage of Maternity Leave as provided for below, that period of time between the day she leaves her professional duties at her doctor's advice and the day she is able to return to her professional duties at her doctor's advice shall be considered sick days and shall be subject to the provisions of Article 25, Allowance for Staff Absence.

Section B:

A staff member who is employed in the Rockford School District shall be eligible for Maternity Leave without pay for a period of two (2) years plus the balance of the school year in which she leaves, providing the staff member states her intent to return to the Rockford School District for a minimum of one (1) year upon completion of leave. However, said staff member shall give notice of her intent to return ninety (90) days prior to the end of the semester preceding the semester in which she intends to return. Upon mutual agreement, said employee could return at an earlier time.

Section C:

A staff member who is employed in the Rockford School District shall also be eligible for leave without pay for a period of two (2) school years plus the balance of the school year in which he/she leaves, in the event of an infant (up to one year) adoption, or child care, providing the staff member states an intent to return to the Rockford School District for a minimum of one (1) year upon completion of leave. However, said staff member shall give notice of an intent to return ninety (90) days prior to the end of the semester preceding the semester in which he/she intends to return. Upon mutual agreement, said employee could return at an earlier time.

Section D:

Upon return, a staff member who has been granted a Maternity, Child Care or Adoption Leave and who has served at least one full semester during that year shall be placed on the salary schedule on the step he/she would have reached had he/she completed the full year. He/She shall maintain his/her tenure, if earned, insurance benefits, and accumulated sick days, and all other rights provided in this Agreement.

Section E:

No staff member shall be required to terminate her professional duties solely because of pregnancy unless her physician certifies that she is unable to continue. The Board shall have a right to require that a pregnant staff member be examined by the Board's physician with respect to her ability to continue her duties.

ARTICLE 38 - MEDICAL LEAVE

Section A:

A staff member employed by the Rockford School District on contractual continued services shall be eligible for Medical Leave for a period of two (2) calendar years, with certification from the staff member's physician, without pay, provided said staff member states an intent to return to the Rockford School District for a minimum of one (1) year upon completion of the Leave.

Section B:

Application for Medical Leave shall be in writing to the Superintendent and shall be accompanied by a written report from a licensed physician concerning the illness.

Section C:

Written notice shall be sent to the Superintendent by such staff member upon recovery from such disablement and shall be accompanied by a report from a licensed physician. The District shall be entitled upon its request, and at its expense, to have the staff member examined by a physician of its choice at any time.

Section D:

Upon return, a staff member who has been granted a Medical Leave and who has served at least one full semester during that year shall be placed on the salary schedule on the step which would have been reached had the full year been completed. A staff member shall be restored to the former position, if possible, or to a position of like nature. A staff member shall maintain tenure, if earned, insurance benefits, and all other rights provided in this Agreement.

ARTICLE 39 - MILITARY LEAVE

Section A:

Military leave will be granted to any staff member who is drafted in any branch of the armed forces of the United States. Upon return from such leave, a staff member will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. He shall maintain tenure, accumulated sick leave, and all other accrued benefits provided in the Professional Agreement.

Section B:

If National Guard or Reserve encampment should occur during the school year, the staff member required to participate shall be granted a temporary leave of absence. The staff member will receive his/her regular salary minus that which he/she shall receive from the government for each school day spent in government service.

ARTICLE 40 - PUBLIC OFFICE LEAVE

Section A:

A staff member who has been employed by the Rockford School District for a minimum of three years and who has a record of satisfactory service shall be entitled to a leave of absence without pay to campaign for, or serve in, a public office.

Section B:

Such leave shall be granted in segments of one semester or more by the Board upon recommendation of the Committee for Sabbatical Leave.

Section C:

A staff member granted such leave shall be restored to his/her former status upon return, if absent for not more than one semester. Otherwise, he/she shall be placed in a position

of like nature. He/she shall maintain tenure, accumulated sick leave, and all other accrued benefits provided in the Professional Agreement. The staff member shall have the option to buy insurance at current member cost.

Section D:

Any staff member taking leave under this Article shall give notice of intent to return ninety (90) days prior to the end of the semester preceding the semester in which he/she intends to return. Upon mutual agreement said employee could return at an earlier time.

ARTICLE 41 - SABBATICAL LEAVE

Section A: Purpose

In order to provide opportunities for maximal professional improvement, Sabbatical Leave shall be available to staff members for formal, full-time study at a recognized college or university.

Section B: Eligibility

1. An applicant must have accrued seven consecutive, full years of professional service in the Rockford School District.

2. Applicants shall not have received a Sabbatical Leave during the seven years immediately preceding any application.

3. Each applicant must agree to return to service in the Rockford School District immediately upon termination of Sabbatical Leave, and to continue in such service for a period of three years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note shall stipulate that the failure of the staff member to provide such service shall result in the obligation to reimburse the District a proportional part of the salary paid during Sabbatical Leave, determined by the fraction of the three years not served following the leave.

Section C: Application

1. The Committee for Sabbatical Leave shall consist of an elementary and a secondary principal, appointed by the Superintendent, a staff member appointed by the Association, and the President of the Association. The Committee shall be chaired by a fifth member appointed by the Board of Education, who will vote only in the event of a tie.

2. Applications shall be made to the Committee for Sabbatical Leave on or before annual deadline dates to be established by the said Committee.

3. The application shall be accompanied by plans for the use of the Sabbatical Leave, evidence that the applicant has been accepted into a graduate program, an exposition of the plan's potential for increasing the applicant's professional competence and such other information as may be necessary as determined by the Committee for Sabbatical Leave.

Section D: Selection

1. Selection shall be made according to the following procedure:

- a. The Committee will prepare a priority listing of eligible candidates by April 15.
 - b. Providing that sufficient qualified applicants have applied, up to one percent of the body of staff members currently employed will be recommended.
 - c. The Board shall make final approval on appointments for Sabbatical Leave no later than April 30, and acceptance thereof by the staff member shall be final. Should problems of a personal nature arise making it impossible for the staff member to accept the Leave, the Superintendent shall make every reasonable effort to re-assign the staff member.
2. Consideration shall be given to:
- a. Assured eligibility.
 - b. The proposed Leave's potential for contributing to the applicant's professional growth.

- c. The applicant's prior contribution to the Rockford School District and potential for future leadership.
- d. The applicant's need for financial support.
- e. Any other pertinent factors as established by the Committee.

Section E: Compensation

1. During absence pursuant to the Sabbatical Leave, such staff members shall receive the same basic salary as if in actual service, except that there may be deducted therefrom an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall in no case be less than the minimum provided by the Illinois School Code or one half of the basic salary, whichever is greater.

2. The Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the annual full-time salary rate under which the staff member last received earnings immediately prior to the leave, or a proportionate part of such rate for a partial year of Sabbatical Leave credit.

3. Where they can be provided at the same cost as the regular programs, a staff member shall receive the regular insurance and retirement fringe benefits as provided by the Board.

4. The staff member is responsible for notifying the business office of the place to which the payroll check shall be addressed while on leave. Checks will be mailed to that address on or before the regular pay days.

Section F: Miscellaneous Provisions

1. Sabbatical Leave may be for a portion of the year, but may not exceed a full school year.
2. A staff member on Sabbatical Leave may not deviate from the approved plan, except with the written permission of the chairperson of the Committee for Sabbatical Leave.
3. Sabbatical Leave will be automatically terminated

should the grantee be placed on a probationary status by the college or university involved.

4. Any falsification of information by the staff member in application or other reports required as a part of Sabbatical Leave may subject the Leave to termination upon recommendation by the Committee for Sabbatical Leave.

5. Upon return from Sabbatical Leave, the staff member shall be advanced on the salary schedule as though employed during the period of Leave. The staff member shall be restored to his/her former position, if possible, or to a position of at least comparable nature of status and seniority. The staff member shall maintain tenure, insurance benefits, accumulated sick leave, and all other accrued benefits provided in the Professional Agreement.

Section G:

Any staff member taking leave under this Article shall give notice of intent to return ninety (90) days prior to the end of the semester preceding the semester in which he/she intends to return. Upon mutual agreement said employee could return at an earlier time.

ARTICLE 42 - SITE-BASED GOVERNANCE PROGRAM

Section A: Objectives

The Rockford School District Site-Based Governance Agreement will:

- support and improve student achievement through a structure that includes students, school employees, parents and the community, as well as
- give these stakeholders more responsibility for making decisions

Section B: Goals Of Site-Based Governance

The goals of site-based governance are to:

- provide better collaboration in the development of the School Improvement Plan;
- place the decision-making closer to staff members & classrooms;
- create an environment that is responsive to parents' and students' needs;
- improve the work environment of administrators and staff members;
- redefine the roles and responsibilities of central administration and school sites in order to maximize the support and facilitation of site-based decision making.

Section C: Governance Committee

To oversee this process a Governance Committee will be formed and the representatives will serve an initial two-year term.

1. The Governance Committee will be made up of the following representatives:

- 3 members selected by the Association;
- 3 members selected by the Superintendent including at least one Board member;
- 1 community/at-large member chosen by the Superintendent from a list of at least 3 individuals recommended by the Association.

2. The role of the Governance Committee will be to:

- give direction and guidelines to the process;
- make decisions with respect to inclusion of schools;
- make decisions regarding the continued participation of schools;
- provide technical support and training to keep the process moving;
- resolve unforeseen issues;
- monitor the fiscal responsibility of each site.

Section D: Selection Of Participating Schools

1. No school is mandated to adopt this governance model. Movement of a school site into or out of the Site-Based Governance process requires the approval of:

- a. 60% of voting parents with enrolled students for the upcoming school year shall be required; and
- b. two-thirds of all voting staff members assigned to the site at the time of the vote for the majority of their assignment: secret ballot voting of the staff will be conducted by the Association Representatives; and
- c. the Governance Committee; and
- d. any other stakeholder groups as determined by the Board.

2. Each school that meets one of the following standards is eligible to apply for participation.

- a. Makes adequate yearly progress as defined by the Illinois State Board of Education for a minimum of two years in a row;
- b. Meets the minimum state standards for student achievement, i.e., 40% percent of the school's students meet or exceed the state standards for student achievement as documented by ISAT and PSAB results;
- c. Has at least 75% of students with free/reduced lunch eligibility, but does not qualify in 1 or 2 above. In addition, for schools experiencing gaps in achievement between majority and minority student, it is required that the School Improvement Plan identifies and provides for effective interventions. Furthermore, any school not meeting the above standards may apply to the Governance Committee by providing an outline of the special circumstances and rationale for participation.

3. The first year will be spent in training to prepare the school for the following school year. A positive vote commits a school to the governance structure for a minimum of three years (including the year of training) subject to the approval of the Governance Committee.

Section E: Composition Of The School Site Council

Each school site will have a structured council with representation such that the staff and the administrator together make up a simple majority. The Site Council will include parents, community members and, in the case of high schools, students; and may include non-certified staff. Each representative group will determine its own selection process i.e. election, appointment, volunteer, etc. Sites will determine the actual composition and size of their councils with the following maximums: Small Schools (<300 students) - 9, Large Elementary and Middle Schools - 11, High Schools - 15.

To preserve continuity half of the initial members will serve 3-year terms, and half 2-year terms determined by lot. Subsequent members will serve 2-year terms.

The actual composition and size of the site councils will be determined by the site administrator or designee.

Section F: Scope Of Authority

No party to this Agreement, nor any process created by this Agreement, will abrogate any legal responsibilities. Therefore, it is agreed that unless exceptions are made (see WAIVERS below) this process cannot change:

- Laws of the State of Illinois
- Laws of the United States of America
- Rules and Regulations of the Illinois State Board of Education
- Policies of the Rockford School Board
- Professional Agreement

Section G: Waivers

The Governance Committee will accept requests for waivers from an existing policy, regulation, or the Professional Agreement. These requests will then be referred to the appropriate representative group for action (i.e. take to the Association and Board of Education if issue deals with the Professional Agreement, and take to Board of Education if

issues deal with Board Policy, ISBE, etc.) Waivers are site-specific and not precedent setting. Waivers are not grievable unless site practices differ from the approved waiver and are requested for a specific period of time. Site Councils will report to the Governance Committee on the implications, successes and failures of these waivers. Site Councils will submit waiver renewals to the applicable group as required.

Section H: Procedure

The Governance Committee will establish an application procedure. Schools will be selected to participate in the initial implementation based upon the parameters established by the Governance Committee. No adverse employment action (i.e. negative evaluation) will be taken against any staff member because of his/her non-endorsement of a Site-Based Governance process. Once adopted, full cooperation and participation in the Site-Based Governance is required. Full cooperation and participation will not require the abrogation of any rights granted under the Professional Agreement except as provided by a specific site-based waiver.

Section I: Training And Implementation

To become successful, individuals need to clearly understand their roles. Training and implementation skills are essential at all levels for all participants. Opportunities to develop professionally will be offered before and throughout the process. Resources will be provided for training. If the District decides or the site decides that a site-based activity is to occur outside the normal workday, staff members participating in such activity will be compensated therefore, at the hourly rate, as identified in Appendix C of the Professional Agreement.

Section J: Vacancy Filling at Site-Based Schools

The provisions of Article 12 of the Professional Agreement shall apply, except sections D1 and D6.

1. Process

- a. Information: A schedule of informational meetings

for all schools with vacancies subject to Site Selection Process shall be published prior to the first round of vacancies. The meetings shall provide interested teachers with information about each school's program, philosophy, expectations of teachers and special qualifications.

- b. Interview Team Commitment: Participation on the Vacancy Filling Team is a voluntary, one-year commitment. It is expected that all team members will participate in all interviews conducted during the Vacancy Filling Process. Team members will be compensated according to the terms of the Professional Agreement only for meetings scheduled by the Principal outside the regular school day.
- c. Interview Team Composition: The team shall be comprised of the Principal or Administrative Designee, a minimum of one parent to be selected by the Principal, a minimum of three staff members, and if the Principal so desires, non-certified employees. At least one parent representative shall not be an employee of the Board or spouse of an employee of the Board. The majority of the team shall be comprised of staff members elected by the respective site bargaining unit members except in circumstances involving paragraph D or E of this section. In no event shall the team exceed eleven members. The Principal or Designee has the option of establishing more than one (1) interview team.
- d. Staff Selection: It is the responsibility of the Association to conduct the selection of staff members and alternates to participate on Vacancy Filling Teams. Should the Association fail to secure the minimum number required, such action shall not prohibit the participation of the school site in the Vacancy Filling Process.
- e. Parent Selection: The administration will make every effort to identify a number of parent representatives

and alternates to participate on the Vacancy Filling team. Should the administration fail to secure the minimum number required, such action shall not prohibit the participation of the school site in the Vacancy Filling Process.

- F. Training: The Board shall have the sole responsibility for training all individuals involved in the interview and recommendation process. Staff members and alternates will be compensated for the training in accordance with the Professional Agreement. Training content will include, but is not limited to, the legal ramifications of the interview and recommendation process, confidentiality, conflict resolution, sensitivity, diversity, etc.
2. Recommendation
- a. The Site Principal or Designee will secure a list of applicants approved by the Department of Human Resources for interview for all site-specific vacancies and, the entire list of names of applicants will be provided to the interview team, upon their request. In consultation with the Vacancy Filling team, the Site Principal will determine those persons selected to be interviewed. Either the Site Principal or the interview team may add applicant names to the interview list.
 - b. The Site Principal or designee shall arrange for those applicants to be interviewed. Applicants are then requested to submit any relevant information to the Vacancy Filling team prior to the date of the interview.
 - c. During the course of the interview, and at the Vacancy Filling team's discretion, the team may request additional information from the applicant such as references, educational and professional training, teaching experience, and answers to questions designed to determine the applicant's education-related philosophy, vision, goals, etc.
 - d. Consensus is the recommended process to determine

staffing recommendations. Staffing recommendations shall be submitted to the Department of Human Resources for the usual and customary pre-employment procedures. If consensus cannot be reached, a majority must agree to recommend an applicant. The Vacancy Filling team is not required to provide rationale for its recommendation. Such decision is exempt from the provisions of Article 12 section D1.

- e. Vacancy Filling teams are encouraged to make more than one recommendation and list them in order of preference.
- f. An applicant who receives an assignment is not eligible for transfer during the school year for which the individual was hired.
- g. The selection decisions of the Vacancy Filling team are not subject to the grievance process.

3. Reductions in Force

Nothing in this agreement shall in any way diminish the recall rights of non-tenured and tenured teachers in the event the Board determines a reduction in the number of staff members employed is necessary. Nor shall this Agreement in any way alter the sequence of staff reductions for non-tenured and tenured teachers as specified in Article 12, Section F.

Section K: Slow Down Or Temporary Withdrawal

The mutual exploration of Site-Based Governance may lead to difficult areas and unforeseen problems either District-wide or at specific sites. Therefore, a slow down or temporary withdrawal can be requested for the entire District or at specific sites by either the Board or Association, with the submission of a formal letter with reasons for the request. There will then be an assessment period of 45 days during which the sides will meet and discuss the issue(s), possibly using a third party consultant. Before the end of the 45 days both parties must reach an agreement on the next steps.

**Appendix A
Salary Schedule
2002-2003**

STEPS	B.A.	+10	+20	M.A.	+10	+20	+30	+40
1	26,124 1,000	27,482 1,052	28,841 1,104	30,199 1,156	31,558 1,208	32,916 1,260	34,275 1,312	35,633 1,364
2	27,482 1,052	28,841 1,104	30,199 1,156	31,558 1,208	32,916 1,260	34,275 1,312	35,633 1,364	36,992 1,416
3	28,841 1,104	30,199 1,156	31,558 1,208	32,916 1,260	34,275 1,312	35,633 1,364	36,992 1,416	38,350 1,468
4	30,199 1,156	31,558 1,208	32,916 1,260	34,275 1,312	35,633 1,364	36,992 1,416	38,350 1,468	39,708 1,520
5	31,558 1,208	32,916 1,260	34,275 1,312	35,633 1,364	36,992 1,416	38,350 1,468	39,708 1,520	41,067 1,572
6	32,916 1,260	34,275 1,312	35,633 1,364	36,992 1,416	38,350 1,468	39,708 1,520	41,067 1,572	42,425 1,624
7	34,275 1,312	35,633 1,364	36,992 1,416	38,350 1,468	39,708 1,520	41,067 1,572	42,425 1,624	43,784 1,676
8	35,633 1,364	36,992 1,416	38,350 1,468	39,708 1,520	41,067 1,572	42,425 1,624	43,784 1,676	45,142 1,728
9	36,992 1,416	38,350 1,468	39,708 1,520	41,067 1,572	42,425 1,624	43,784 1,676	45,142 1,728	46,501 1,780
10	38,350 1,468	39,708 1,520	41,067 1,572	42,425 1,624	43,784 1,676	45,142 1,728	46,501 1,780	47,859 1,832
11	39,708 1,520	41,067 1,572	42,425 1,624	43,784 1,676	45,142 1,728	46,501 1,780	47,859 1,832	49,218 1,884
12	41,067 1,572	42,425 1,624	43,784 1,676	45,142 1,728	46,501 1,780	47,859 1,832	49,218 1,884	50,576 1,936
13				46,501 1,780	47,859 1,832	49,218 1,884	50,576 1,936	51,935 1,988
14					50,576 1,936	51,935 1,988	53,293 2,040	54,651 2,092
15						53,293 2,040	54,651 2,092	57,268 2,196
16							56,651 2,092	58,110 2,144
17								57,268 2,196
<i>Comparity Step (plus 20% step increase)</i>								
20+	42,425 1,624	43,784 1,676	45,142 1,728	47,859 1,832	49,218 1,884	51,935 1,988	56,010 2,144	58,727 2,244

**Appendix B
Computation Schedule for
Illinois Teacher Retirement System Purposes
2002-2003**

STEPS	B.A.	B.A.+10	B.A.+20	M.A.	M.A.+10	M.A.+20	M.A.+30	M.A.+40
1 A C	26,124 28,708	27,482 30,200	28,841 31,693	30,199 33,186	31,558 34,679	32,916 36,172	34,275 37,664	35,633 39,157
2 A C	27,482 30,200	28,841 31,693	30,199 33,186	31,558 34,679	32,916 36,172	34,275 37,664	35,633 39,157	36,992 40,650
3 A C	28,841 31,693	30,199 33,186	31,558 34,679	32,916 36,172	34,275 37,664	35,633 39,157	36,992 40,650	38,350 42,143
4 A C	30,199 33,186	31,558 34,679	32,916 36,172	34,275 37,664	35,633 39,157	36,992 40,650	38,350 42,143	39,708 43,636
5 A C	31,558 34,679	32,916 36,172	34,275 37,664	35,633 39,157	36,992 40,650	38,350 42,143	39,708 43,636	41,067 45,128
6 A C	32,916 36,172	34,275 37,664	35,633 39,157	36,992 40,650	38,350 42,143	39,708 43,636	41,067 45,128	42,425 46,621
7 A C	34,275 37,664	35,633 39,157	36,992 40,650	38,350 42,143	39,708 43,636	41,067 45,128	42,425 46,621	43,784 48,114
8 A C	35,633 39,157	36,992 40,650	38,350 42,143	39,708 43,636	41,067 45,128	42,425 46,621	43,784 48,114	45,142 49,607
9 A C	36,992 40,650	38,350 42,143	39,708 43,636	41,067 45,128	42,425 46,621	43,784 48,114	45,142 49,607	46,501 51,100
10 A C	38,350 42,143	39,708 43,636	41,067 45,128	42,425 46,621	43,784 48,114	45,142 49,607	46,501 51,100	47,859 52,592
11 A C	39,708 43,636	41,067 45,128	42,425 46,621	43,784 48,114	45,142 49,607	46,501 51,100	47,859 52,592	49,218 54,085
12 A C	41,067 45,128	42,425 46,621	43,784 48,114	45,142 49,607	46,501 51,100	47,859 52,592	49,218 54,085	50,576 55,578
13 A C				46,501 51,100	47,859 52,592	49,218 54,085	50,576 55,578	51,935 57,071
14 A C					50,576 55,578	51,935 57,071	53,293 58,564	54,651 60,056
15 A C						53,293 58,564	54,651 60,056	57,268 62,549
16 A C							56,651 62,549	58,110 64,542
17 A C								57,268 63,042
20+ A C	42,425 48,621	43,784 48,114	45,142 49,607	47,859 52,592	49,218 54,085	51,935 57,071	56,010 61,549	58,727 64,535

**Appendix A
Salary Schedule
2003-2004**

STEPS	B.A.	+10	+20	M.A.	+10	+20	+30	+40
1	27,169 1,000	28,582 1,002	29,995 1,104	31,407 1,156	32,820 1,208	34,233 1,260	35,646 1,312	37,059 1,364
2	28,582 1,052	29,995 1,104	31,407 1,156	32,820 1,208	34,233 1,260	35,646 1,312	37,059 1,364	38,471 1,416
3	29,995 1,104	31,407 1,156	32,820 1,208	34,233 1,260	35,646 1,312	37,059 1,364	38,471 1,416	39,884 1,468
4	31,407 1,156	32,820 1,208	34,233 1,260	35,646 1,312	37,059 1,364	38,471 1,416	39,884 1,468	41,297 1,520
5	32,820 1,208	34,233 1,260	35,646 1,312	37,059 1,364	38,471 1,416	39,884 1,468	41,297 1,520	42,710 1,572
6	34,233 1,260	35,646 1,312	37,059 1,364	38,471 1,416	39,884 1,468	41,297 1,520	42,710 1,572	44,122 1,624
7	35,646 1,312	37,059 1,364	38,471 1,416	39,884 1,468	41,297 1,520	42,710 1,572	44,122 1,624	45,535 1,676
8	37,059 1,364	38,471 1,416	39,884 1,468	41,297 1,520	42,710 1,572	44,122 1,624	45,535 1,676	46,948 1,728
9	38,471 1,416	39,884 1,468	41,297 1,520	42,710 1,572	44,122 1,624	45,535 1,676	46,948 1,728	48,361 1,780
10	39,884 1,468	41,297 1,520	42,710 1,572	44,122 1,624	45,535 1,676	46,948 1,728	48,361 1,780	49,774 1,832
11	41,297 1,520	42,710 1,572	44,122 1,624	45,535 1,676	46,948 1,728	48,361 1,780	49,774 1,832	51,186 1,884
12	42,710 1,572	44,122 1,624	45,535 1,676	46,948 1,728	48,361 1,780	49,774 1,832	51,186 1,884	52,599 1,936
13				48,361 1,780	49,774 1,832	51,186 1,884	52,599 1,936	54,012 1,988
14					52,599 1,936	54,012 1,988	55,425 2,040	56,838 2,092
15						55,425 2,040	56,838 2,092	58,250 2,144
16							56,838 2,092	58,250 2,144
17								59,663 2,196
18								61,076 2,248
Longevity Step (plus 20% comp experienced)								
19	44,122 3,624	45,535 1,676	46,948 1,728	48,361 1,780	49,774 1,832	51,186 1,884	52,599 1,936	54,012 2,040

**Appendix B
Computation Schedule for
Illinois Teacher Retirement System Purposes
2003-2004**

A = Step
C = Total TRS Compensation

STEPS	B.A.	B.A.+10	B.A.+20	M.A.	M.A.+10	M.A.+20	M.A.+30	M.A.+40
1	27,169 29,856	28,682 31,409	29,995 32,961	31,407 34,514	32,820 36,066	34,233 37,619	35,646 39,171	37,059 40,724
2	28,582 31,409	29,995 32,961	31,407 34,514	32,820 36,066	34,233 37,619	35,646 39,171	37,059 40,724	38,471 42,276
3	29,995 32,961	31,407 34,514	32,820 36,066	34,233 37,619	35,646 39,171	37,059 40,724	38,471 42,276	39,884 43,829
4	31,407 34,514	32,820 36,066	34,233 37,619	35,646 39,171	37,059 40,724	38,471 42,276	39,884 43,829	41,297 45,381
5	32,820 36,066	34,233 37,619	35,646 39,171	37,059 40,724	38,471 42,276	39,884 43,829	41,297 45,381	42,710 46,934
6	34,233 37,619	35,646 39,171	37,059 40,724	38,471 42,276	39,884 43,829	41,297 45,381	42,710 46,934	44,122 48,486
7	35,646 39,171	37,059 40,724	38,471 42,276	39,884 43,829	41,297 45,381	42,710 46,934	44,122 48,486	45,535 50,039
8	37,059 40,724	38,471 42,276	39,884 43,829	41,297 45,381	42,710 46,934	44,122 48,486	45,535 50,039	46,948 51,591
9	38,471 42,276	39,884 43,829	41,297 45,381	42,710 46,934	44,122 48,486	45,535 50,039	46,948 51,591	48,361 53,143
10	39,884 43,829	41,297 45,381	42,710 46,934	44,122 48,486	45,535 50,039	46,948 51,591	48,361 53,143	49,774 54,696
11	41,297 45,381	42,710 46,934	44,122 48,486	45,535 50,039	46,948 51,591	48,361 53,143	49,774 54,696	51,186 56,249
12	42,710 46,934	44,122 48,486	45,535 50,039	46,948 51,591	48,361 53,143	49,774 54,696	51,186 56,249	52,599 57,801
13				48,361 53,143	49,774 54,696	51,186 56,249	52,599 57,801	54,012 59,354
14					52,599 57,801	54,012 59,354	55,425 60,906	56,838 62,459
15						55,425 60,906	56,838 62,459	58,250 64,011
16							56,838 62,459	58,250 64,011
17								59,663 65,564
18								61,076 67,116
19	44,122 48,486	45,535 50,039	46,948 51,591	48,361 53,143	49,774 54,696	51,186 56,249	52,599 57,801	54,012 59,354

Appendix A
Salary Schedule
2004-2005

STEPS	B.A.	+10	+20	M.A.	+10	+20	+30	+40
1	28,188 1,091	29,654 1,052	31,120 1,104	32,585 1,156	34,051 1,208	35,517 1,260	36,983 1,312	38,448 1,364
2	29,654 1,052	31,120 1,104	32,585 1,156	34,051 1,208	35,517 1,260	36,983 1,312	38,448 1,364	39,914 1,416
3	31,120 1,104	32,585 1,156	34,051 1,208	35,517 1,260	36,983 1,312	38,448 1,364	39,914 1,416	41,380 1,468
4	32,585 1,156	34,051 1,208	35,517 1,260	36,983 1,312	38,448 1,364	39,914 1,416	41,380 1,468	42,846 1,520
5	34,051 1,208	35,517 1,260	36,983 1,312	38,448 1,364	39,914 1,416	41,380 1,468	42,846 1,520	44,312 1,572
6	35,517 1,260	36,983 1,312	38,448 1,364	39,914 1,416	41,380 1,468	42,846 1,520	44,312 1,572	45,777 1,624
7	36,983 1,312	38,448 1,364	39,914 1,416	41,380 1,468	42,846 1,520	44,312 1,572	45,777 1,624	47,243 1,676
8	38,448 1,364	39,914 1,416	41,380 1,468	42,846 1,520	44,312 1,572	45,777 1,624	47,243 1,676	48,709 1,728
9	39,914 1,416	41,380 1,468	42,846 1,520	44,312 1,572	45,777 1,624	47,243 1,676	48,709 1,728	50,175 1,780
10	41,380 1,468	42,846 1,520	44,312 1,572	45,777 1,624	47,243 1,676	48,709 1,728	50,175 1,780	51,640 1,832
11	42,846 1,520	44,312 1,572	45,777 1,624	47,243 1,676	48,709 1,728	50,175 1,780	51,640 1,832	53,106 1,884
12	44,312 1,572	45,777 1,624	47,243 1,676	48,709 1,728	50,175 1,780	51,640 1,832	53,106 1,884	54,572 1,936
13				50,175 1,780	51,640 1,832	53,106 1,884	54,572 1,936	56,038 1,988
14							54,572 1,936	56,038 1,988
15								57,504 2,040
16								58,969 2,092
17								60,435 2,144
18								61,901 2,196
19								63,367 2,248
20								64,832 2,300
Longevity Step (plus 20 years experience)								
20-	45,777 1,624	47,243 1,676	48,709 1,728	51,640 1,832	53,106 1,884	54,572 1,936	56,038 1,988	60,435 2,144

Appendix B
Computation Schedule for
Illinois Teacher Retirement System Purposes
2004-2005

A = Base

C = Total TRS Computation

STEPS	B.A.	B.A.+10	B.A.+20	M.A.	M.A.+10	M.A.+20	M.A.+30	M.A.+40
1	A C	28,188 30,976	29,654 32,587	31,120 34,197	32,585 35,601	34,051 37,419	35,517 39,030	36,983 40,640
2	A C	29,654 32,587	31,120 34,197	32,585 35,601	34,051 37,419	35,517 39,030	36,983 40,640	38,448 42,251
3	A C	31,120 34,197	32,585 35,601	34,051 37,419	35,517 39,030	36,983 40,640	38,448 42,251	39,914 43,862
4	A C	32,585 35,601	34,051 37,419	35,517 39,030	36,983 40,640	38,448 42,251	39,914 43,862	41,380 45,473
5	A C	34,051 37,419	35,517 39,030	36,983 40,640	38,448 42,251	39,914 43,862	41,380 45,473	42,846 47,083
6	A C	35,517 39,030	36,983 40,640	38,448 42,251	39,914 43,862	41,380 45,473	42,846 47,083	44,312 48,694
7	A C	36,983 40,640	38,448 42,251	39,914 43,862	41,380 45,473	42,846 47,083	44,312 48,694	45,777 50,305
8	A C	38,448 42,251	39,914 43,862	41,380 45,473	42,846 47,083	44,312 48,694	45,777 50,305	47,243 51,915
9	A C	39,914 43,862	41,380 45,473	42,846 47,083	44,312 48,694	45,777 50,305	47,243 51,915	48,709 53,526
10	A C	41,380 45,473	42,846 47,083	44,312 48,694	45,777 50,305	47,243 51,915	48,709 53,526	50,175 55,137
11	A C	42,846 47,083	44,312 48,694	45,777 50,305	47,243 51,915	48,709 53,526	50,175 55,137	51,640 56,748
12	A C	44,312 48,694	45,777 50,305	47,243 51,915	48,709 53,526	50,175 55,137	51,640 56,748	53,106 58,359
13	A C				50,175 55,137	51,640 56,748	53,106 58,359	54,572 59,969
14	A C						54,572 59,969	56,038 61,580
15	A C							57,504 63,191
16	A C							58,969 64,802
17	A C							60,435 66,412
18	A C							61,901 68,023
19	A C							63,367 69,634
20	A C							64,832 71,244
20+	A C	45,777 50,305	47,243 51,915	48,709 53,526	51,640 56,748	53,106 58,359	54,572 61,580	60,435 66,412

Appendix C
Extra-Curricular Differentials for Extra-Curricular
Activities

Section A:

Pay for extra-curricular activities and added responsibility positions will be determined by an index on the base salary.

Establishment of a differential for an activity or responsibility shall not limit the right of the Board to eliminate that activity or responsibility. However, any change in index will be negotiated.

Section B:

Where there is no change in the staff member's responsibility, the pay differential shall not be reduced as a result of the application of the pay rate, that is he/she will receive the present differential or that determined by the index, whichever is higher.

Section C:

The following indices shall apply as the positions may be assigned by the Board of Education.

Positions:

HIGH SCHOOL

Newspaper	.0386
Yearbook	.0386
Dramatics	.0612
Debate	.0612
Band	.0708
Orchestra	.0708
Chorus	.0708
Aquatics	.0339

100

MIDDLE SCHOOL

Newspaper	.0339
Yearbook	.0339
Dramatics	.0386
Band	.0511
Orchestra	.0511
Choir	.0450
Intramurals	.0450

ADDED RESPONSIBILITIES

Department Head	.0708
Team Leader	.0708
Head Teacher	.0708
Designated Teacher	.0339
Coordinator/Facilitator	.1144
Patrol Supervisor	.0172
Consulting Teacher	.0572
Quiz Bowl	.0612
Chess	.0708
Student Council - Secondary	.0612
Student Council - Elementary	.0339
Peer Mediation	.0511
Interracial Club	.0612
Local Professional Development Committee	.0572

101

Athletic Differentials:	1-2 yrs.	3-5 yrs.	6+ yrs.
Football Boys			
Head	.1223	.1431	.1515
Assistant	.0901	.1014	.1107
Basketball			
Head	.1223	.1431	.1515
Assistant	.0901	.1014	.1107
Swimming			
Head	.0901	.1110	.1180
Assistant	.0701	.0820	.0885
Track			
Head	.0901	.1110	.1180
Assistant	.0701	.0820	.0885
Cross Country			
Head	.0701	.0820	.0885
Assistant	.0612	.0724	.0782
Baseball/Softball			
Head	.0901	.1110	.1180
Assistant	.0701	.0820	.0885
Wrestling			
Head	.0901	.1110	.1180
Assistant	.0701	.0820	.0885
Tennis			
Head	.0701	.0820	.0885
Assistant	.0612	.0724	.0782
Golf			
Head	.0701	.0820	.0885
Assistant	.0612	.0724	.0782
Volleyball			
Head	.0901	.1110	.1180
Assistant	.0701	.0820	.0885
Soccer			
Head	.0901	.1110	.1180
Assistant	.0701	.0820	.0885

Athletic Differentials:	1-2 yrs.	3-5 yrs.	6+ yrs.
Bowling			
Head	.0386	.0452	.0481
Assistant	.0328	.0384	.0409
Cheerleading	.0901	.1110	.1180
Ticket Manager	.0701	.0820	.0885
Pompon	.0701	.0820	.0885
Student Athletic Coordinator	.1716	.1924	.2008

The sport or the gender of the participants will not be employed to limit the number of assistant coaches. They will be appointed and assigned on a need basis.

All athletic activities for which compensation shall be paid shall be performed outside of the school day.

Hourly rate of pay for all other compensated activities will be \$22.50.

Appendix D:

Section A: Counselors

It is understood that the evaluation of a counselor shall be based on his/her primary counseling responsibility.

Counselors shall be available to report, if requested, for up to three working days prior to the first pupil attendance day and up to three working days after the last pupil attendance day each school year. Compensation shall be in accordance with Article 30, Section I of this Professional Agreement. High school counselors shall work a consecutive 7 hour 30 minute day between 8:00 a.m. and 8:00 p.m.; middle school counselors shall work a consecutive 7 hour 10 minute day between 8:00 a.m. and 8:00 p.m. When the Board desires that all counselors work prior to the first day of the next school year or following the last pupil attendance day of the current school year, the Board will notify all such counselors in the first instance, before the last pupil atten-

dance day of the current school year or, in the second instance, before the end of the third quarter of the school year.

Section B: Psychologists' Schedule

1. Appendix A placement.
2. Responsibility experience District #205 add-on factor;

1st year	\$300.00
2nd year	\$600.00
3rd year	\$900.00
4th year	\$1,200.00
5th year	\$1,500.00

3. Psychologists' day will not exceed eight (8) hours.

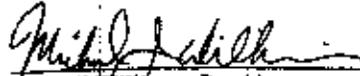
4. A minimum of 20 days paid per diem rate. A portion of these days may be scheduled during the special holidays. Psychologists will work an eight (8) hour day.

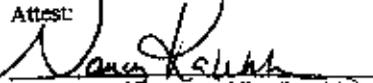
5. No psychologist shall receive less pay than received for the 1975-76 school year.

Section C:

In the event the Board determines that extended work is necessary for social workers, the number of days and the personnel, all as directed by the Board, shall be paid at the per diem rate.

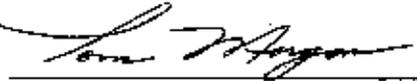
BOARD OF EDUCATION

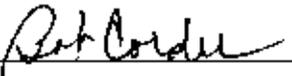

Michael Williams, President

Attest:

Nancy Kalchauer, Vice President

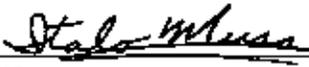
ROCKFORD EDUCATION ASSOCIATION


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Rockford Education Association, President


Tom Morgan
Rockford Education Association, Executive Director


Bob Corder
Rockford Education Association, Vice President


Jane Heimer
Rockford Education Association, Secretary


Italo Musa
Rockford Education Association, Treasurer

REA NEGOTIATIONS TEAM

Tom Morgan
Karen Bieschke
Bob Corder
Jeff Middleton
Italo Musa
Molly Phalen
Dorothy Redd
Kevin Talbott
Walt Hoshaw
Scott Rude

REA EXECUTIVE BOARD MEMBERS

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Molly Phalen, President
Bob Corder, Vice-President
Jane Heimer, Secretary
Italo Musa, Treasurer
Brenda Robinson-Young, Minority Director
Cyndy Jansen, Area 1 Elementary Director
Rita Laskonis, Area 1 Secondary Director
Elizabeth Rydberg, Area 2 Elementary Director
Walt Hoshaw, Area 2 Secondary Director
Jeannette Colombi, Area 3 Elementary Director
Barbara Spady, Area 4 Elementary Director
Valerie Benson, Area 4 Secondary Director
Bill Orr, Director Emeritus