

**PROFESSIONAL  
AGREEMENT**

Between the

Rockford Education Association, Inc.

and

The Rockford Board of Education

Rockford Public Schools

District No. 205

Winnebago County

ROCKFORD, ILLINOIS

**Effective July 1, 2017 through June 30, 2020**

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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, District Athletic Coordinator, 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 upon the date of ratification by both parties, and shall continue in force and effect until midnight of June 30, 2020, 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, 2020. 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 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 or 2 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 Superintendent within thirty days. 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 aggrieved and to the Association.

**Step 3.** If the Association is not satisfied with the disposition of the grievance in Step 2, 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 District the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as administrator at the proceedings.

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

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.**

a. 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 in accordance with the following procedure: Three mutually agreed upon arbitrators shall be contacted by telephone by one or both parties to obtain an available hearing date falling within 30 days of the date of receipt of the Superintendent's decision. The parties agree they will accept last-minute notification from the arbitrator of an available date {i.e., arbitrator advises he/she just had a date become available within 2 days' notice (last-minute cancellation by other clients of arbitrator)}.

b. The arbitration hearing shall be governed by AAA's Expedited Procedure for Labor Arbitrations.

c. Fees for the arbitrator and any court reporter required by the arbitrator shall be paid by the Board. It is not expected that use of a court reporter will be expected or routine.

d. The status quo must be maintained pending the decision of the arbitrator.

e. The arbitrator may issue a verbal decision after conclusion of the hearing, followed by a written decision within 30 days of the conclusion of the hearing. The arbitrator's decision shall be final and binding on the parties.

### **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 audio-visual and specific 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.

In the event that the REA requests the District to provide the social security numbers of past or present bargaining unit members, the REA shall, to the fullest extent of the law, indemnify and save harmless the District from and against any claims, liabilities, lawsuits or the like that may arise from or in any way be related to the providing of said social security numbers.

**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 inter school 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. New staff members shall be required to attend the orientation workshop for which they will be compensated at their daily rate of pay for each day attended.
3. The Association shall provide input for use in the Administration's planning of the orientation program.
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: Mentoring and Partnerships**

Contingent upon securing grant funding, the District will offer a mentoring and partnership program for new teachers. There are two categories of staff eligible to participate in these programs.

1. New to Education – 1st year – (Mentor/Mentee): This is a mentoring program with trained mentors working with new teachers called mentees. All teachers entering the district without at least one full year of full-time teaching experience will be required to participate in the first year mentoring program. Mentees will be identified and notified by August 1, or if they have not been hired by that date, as soon as they are hired by the District, in order to receive mentoring support in a timely manner. Every applicant for a teaching position with the district who would potentially be eligible will be informed of the mentoring program prior to acceptance of such a position.
2. New to Education – 2nd year – (Mentor/Mentee): This is a follow-up mentoring program required for teachers who have completed the first-year mentoring program. These mentees will be identified and notified by August 1, in order to receive mentoring support in a timely manner.
3. The mentor program will be evaluated annually. Additionally, the Association or the district will conduct an exit interview/survey for those who voluntarily leave the District. If done by the Association, the District will provide the Association with the names and addresses of the affected mentees and colleagues on or before the last day of school.
4. A New Teacher Professional Development Team annually will develop the program of professional development to support new teachers in their first through fourth years in the district. The New Teacher Professional Development Team shall be comprised of three representatives of administration, selected by the superintendent, and three REA members, selected by the REA president. Other administrators and REA members may attend and participate as needed, but will not be entitled to vote. Attendance at workshops and other events created by the New Teachers Professional Development Team is mandatory for all teachers in the first and second year mentor program, as well as for teachers new to education when they started with the district who are in their third and fourth years with the district. Teachers who have prior experience but are new to the Rockford Public Schools, may at their option attend these workshops and professional development events.
5. There will be an open application process for Mentor positions. Mentors will be selected by the principal and head association representative in each building, based upon the qualifications and duties contained in the mentor job description. If the principal and head association representative cannot agree (or if the head association representative is a candidate to be a mentor or if there is no association representative at the school), selection will be made by the chief human resources officer of the district and president of the REA. If agreement still cannot be reached, selection will be made by the superintendent. Mentees will be assigned to mentors by the human resources department.
6. Duties of a Mentor:
  - Attend professional development sessions during the school year outside of the work day.
  - Attend up to 5 days of teacher leadership professional development during the summer. Dates of this training will be provided when the mentor and partner application window opens.
  - Attend portions of the New Teacher Orientation in August. Dates and times will be provided to the mentor by July 15.
  - Weekly meet with and support mentees.
  - Submit required documentation of support to District as requested.
  - Maximum caseload will be 3 mentees, with a limit of 2 first year, new to the profession mentees.
7. Duties of a Mentee:
  - Attend professional development during the school year outside of the work day as designed by the New Teacher Professional Development Team.

- Attend New Teacher Orientation.
  - Engage with assigned mentor.
  - Submit required documentation of support to district as requested.
8. Effective July 1, 2018, a differential will be paid to the mentor based on the number of mentees:
- \$2,000 for 1, first year mentee;
  - \$2,250 for 2, first year mentees; and
  - \$2,500 for 3 mentees (no more than 2 of whom are first year, new to the District mentees).

The mentor positions are year to year positions, and performance in a mentor position will not be part of a teacher’s evaluation. The district human resources department will oversee the mentor program.

9. Salary credit for participation as a mentee will be awarded on the following basis: three credits for completion of the first-year mentoring program, three credits for completion of the second-year mentoring program, and two credits each for completion of the professional development program in the third and fourth years.

## **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 during the calendar school year. Before or after the calendar school year, “days” shall be defined as consecutive days.

“Within-school/within-department adjustment” is the internal movement of staff members prior to a district-wide posting..

“District-wide Posting” is the posting on the District’s website which lists vacancies, requirements, and timelines.

“Seniority” shall be defined in order of priority as:

- a. Total continuous District #205 employment under the Professional Agreement.
- b. Total District #205 employment under the Professional Agreement.
- c. Total teaching experience outside District #205.

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

e. Total credited hours.

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

At the Elementary level, a classroom vacancy will exist only if the number of assigned classroom staff members in a building is less than the allocation of classroom positions for the building. A vacancy in the specialist position at the elementary level will exist if the number of assigned specialist staff members is less than the allocation of specialist positions for that department or there is a change of specialist positions for that department or there is a change of specialist allocations in a building. At the Secondary level, a vacancy exists in a department within a building if the number of assigned staff members is less than the allocation of department positions or there is no assigned staff member qualified for the position.

“Surplus staff member” is defined as a staff member who is displaced from his/her current position but who has not been terminated or subjected to a reduction in force. Should the position from which the staff member was displaced be restored, the staff member, if still surplus, will be returned to it. If the staff member has secured another position, the staff member will be offered the choice of returning to the restored position or keeping the secured position. If a surplus staff member fails to apply and/or is not selected for a vacant position for which the surplus staff member is qualified to fill, the District may create a temporary position or place the surplus staff member into a vacant position.

“Dislocated staff member” is defined as a staff member whose position is eliminated due to building closures or partial building closures.

“Part-time staff member” 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**

All vacancies shall list locations and additional job and school requirements. Vacancies shall be posted and filled in the following manner:

1. The hiring calendar for cycles 1 & 2 will be mutually agreed. Positions will be posted and filled in the following manner:
  - The first and second cycle following board action on RIF and/or dismissal of staff members each year will follow this outline:
  - Internal positions available at each building/group
  - Dislocated surplus process
  - District wide posting
  - From the end of cycle 2 to August 30th to the completion of board action of the following school year on RIF and/or dismissal, positions will be uploaded to the District’s online application server by noon and be kept open for 7 calendar days (or longer if not filled). A weekly email will be sent out by Human Resources via District email to the REA email group notifying them that vacant positions are listed on the District’s online application server.
  - It is the intent of the parties to advertise and fill vacancies created by or occurring as a result of Article 33 early retirement notifications by following the internal posting and surplus placement process prior to advertising and recruiting for the resulting vacancies. Such advertisement and recruitment shall occur in the fall of the year in which the retirement notification is received.
  - Recommendation for hires will be sent to HR the first day of the work week by 3:00pm. Placements will be sent to REA the following day.
2. Applications are due within seven (7) school days of posting. If a staff member wishes to withdraw their application or change their order of preference for a vacancy, it must be done within seven (7) school days of posting. Upon request, the REA shall receive a list of applicants prior to the filling of any vacancy and the results of placements by email.
3. It is the District’s intent to fill vacancies promptly. If a vacancy is not filled or not withdrawn after it has been posted, then it shall be reposted in accordance with this Section.
4. Should the Board desire to attract and retain staff members at identified schools, the Association and the District shall establish a specific plan beginning in the 2012-2013 school year to provide professional development programs and graduate credit reimbursement to attract candidates to apply for published vacancies at these specific schools. If a staff member accepts one of these positions, he/she must commit to stay for a minimum of two years unless there is a change in the school principal. If the staff member voluntarily leaves the district or the school prior to completing the two year term, he/she shall reimburse the district for any tuition reimbursement.

### **Section C: Applications**

1. 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. Full-time staff members may receive no more than two (2) transfers per school year with the exception of transfers into a site-based school. Per Article 42, staff members transferring into a site-based school may not transfer out until the next school year. The initial placement of a surplus 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.

### **Section D: Selection**

1. When filling new or vacant positions, the District shall consider the applicant’s certification, qualifications, merit and ability (including performance evaluations, if available), and relevant experience. Seniority will be considered as a factor if there are multiple applicants and all other factors determined by the District are equal.
2. Postings or advertisements will state the effective date of transfer, which will coincide with the start of a new grading period, unless otherwise mutually agreed.
3. 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. 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.
4. 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 for all other part-time staff members.
5. Extra-curricular Vacancies, Appendix C, shall be filled on the basis of qualifications 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.
6. All appointments to vacancies shall be made without regard to age, race, creed, color, national origin, sex, marital status, or handicap.

7. The District's decision to select a particular applicant to fill a new or vacant position is not subject to review under grievance resolution procedures. However, grievances involving the procedural requirements associated with the posting and/or filling of positions 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/she was surplus. 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 the Association shall, within five days after receiving the written decision at Step 1, refer the grievance to the Superintendent under the provisions of Step 2. All other time limits shall apply.

#### **Section F: Staff Reductions**

1. Each Year, the Board will establish a sequence of honorable dismissal lists categorized by positions and the established groups. Copies of the lists will be distributed to the Association at least 75 days before the end of the school term. With notice to the Association, the Board may move teachers from grouping one into another grouping during the period of time from 75 days until 45 days before the end of the school term.

2. On or before December 1, 2011, a joint committee comprised of four (4) members appointed by the Association and four (4) members appointed by the District shall be formed to address matters set forth in Section 24-12(c) of the School Code.

3. In any school year in which the Board determines that it will decrease the number of staff members or discontinue some program or service, the Board will adhere to the following process:

a. In accordance with Section 12 of the School Code staff members will be placed into 4 groups based upon the effected staff member's performance evaluation ratings.

b. Within group 1, the sequence of dismissal will be at the discretion of the school district. Within group 2, the sequence of dismissal will be based upon average performance evaluation ratings, with the staff members with the lowest average performance evaluation rating dismissed first. As between or among staff members in group 2 with the same average performance evaluation rating and within each of groups 3 and 4, staff members with the shorter length of continuing service with the school district shall be dismissed first.

4. If the Board has any vacancies within 24 months of the date on which the notice of reduction in force was issued, such vacancies will be advertised and offered to the staff members who were in groupings 3 or 4 who possess the appropriate certification(s) and the qualifications established by the district and/or state. Among staff members eligible for recall, the order of recall will be by seniority. The staff members with the greatest seniority will be recalled first.

5. Staff members dismissed in accordance with the above, will provide written notification by the 10th day of every month to the Board and to 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 staff member. A staff member failing to apply for any advertised vacancy shall not forfeit any recall rights.

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

6. 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.

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

#### **Section G: Change in Middle School Assignment**

1. Middle School staff members who are placed in a position that has been advertised as a Grade 6, 7, and 8 may voluntarily move from one grade level to another for the following school year upon the request of the principal.

2. In the event, the Middle School staff member does not agree to move from one grade level to another upon the request of the principal, the principal may, with good cause, before June 1 prior to the coming school year, reassign the staff member to another grade level (i.e., grade 6, 7, or 8).

3. If the staff member disagrees with the reassignment to another position, the staff member may appeal the decision to the Mediation Panel, as defined herein. Such appeal must be submitted no later than 5 school days after being informed of the principal's decision to reassign the staff member. The staff member will remain status quo during the appeal process.

4. The Mediation Panel shall be composed of two Association representatives and two District administrators. Neither the staff member nor the principal shall be eligible to serve on the Mediation Panel.

5. The Mediation Panel shall convene and hear the appeal within 10 days of the receipt of the appeal.

6. The Mediation Panel shall consider and review: (1) the principal's written rationale for seeking the reassignment; (2) the staff member's written concerns/objections to the reassignment; (3) the staff member's length of time in his/her current assignment; (4) the staff member's certification and endorsements; (5) the staff member's performance evaluations; and, (6) if applicable, documentation related to the cost of materials purchased by the staff member that are solely used at the current grade level assignment.

7. The Mediation Panel shall attempt to mediate the dispute and issue a decision within 5 days of the convening of the panel. In the event such mediation is not successful, the Mediation Panel shall deliberate and issue a verbal decision as to whether the Mediation Panel agrees or disagrees with the principal's decision to reassign the staff member. Such verbal decision and any dissenting or concurring opinions shall be tape-recorded.

8. In the event of a tie or an unfavorable decision issued by the Mediation Panel, the principal or the staff member may further appeal to the Superintendent. The appeal to the Superintendent must be made in writing within 5 days of the issuance of the Mediation Panel's decision.

9. Upon the appeal to the Superintendent, the Superintendent will review the documents considered by the Mediation Panel as well as the recorded decision, including any dissenting or concurring opinions. Either party may submit a written statement in favor of the party's respective position to the Superintendent. Any written statement must be shared with the other party.

10. The Superintendent must issue a decision within 5 days of the receipt of the written appeal. Such decision shall be final and binding. If no decision is made by the Superintendent within 5 days, the status quo will be maintained.

11. If an appeal is not submitted within the time frames specified in this Agreement, the matter shall be considered resolved.

#### **Section H: Specialty Courses Offered by Third Parties for Career Academies**

1. Faculty for specialty courses offered by an outside entity ("Third Party") for the high school career academies may be recruited by the Third Party.

2. The selection of a certified staff member for each specialty course must be done in compliance with the Professional Agreement.

3. Every effort shall be made to hire qualified certified staff to instruct each specialty course offered on a District campus.

4. If no suitable certified staff member applies for the position to teach a specialty course on a District campus, then the District and Third Party may hire an individual satisfying the requirements of the Third Party and its accrediting body for the course and holding, in order of preference, a Provisional Vocational Certificate, a Temporary Provisional Certificate, or a Part-time Provisional Certificate (collectively, "Provisional Certificate" and "provisionally certified"). An individual hired with such a credential may teach the course as long as the credential is maintained in good standing and will be covered by the Professional Agreement.

5. If neither a certified nor provisionally certified staff member satisfying the requirements of the Third Party and its accrediting body applies for the position to teach a specialty course on a District campus, the Third Party may hire an individual who otherwise satisfies the requirements of the Third Party and its accrediting body for the course. In which case, the District shall place a certified staff member to team teach the course with the non-certified staff member. The non-certified staff member shall not be subject to the Professional Agreement.

6. A staff member teaching a specialty course may be considered staff of the Third Party for purposes of the course. In case of any conflict between a directive of the Third Party and the principal of the building in which the staff member works, the building principal shall be recognized as the professional staff member's supervisor.

7. Evaluation of professional staff by the Third Party shall only be with regard to Third Party courses for Third Party purposes and shall not be included in the District personnel file of professional staff. Evaluation of professional staff for purposes of District employment shall be in accordance with the Professional Agreement, the evaluation plan of the District and REA, and the Illinois School Code, shall not utilize information or data of any kind from the Third Party assessment or evaluation, and shall be the only evaluation used for District employment decisions other than staffing of the Third Party course.

8. Selection of the instructor for each specialty course by the Third Party shall be for one year. A tenured, certified staff member not applying for or selected to teach a Third Party course in a successive year shall be treated as surplus with regard to that portion of the staff member's schedule.

9. Other than travel expense reimbursement for training, any additional compensation or incentive from the Third Party to a professional staff member is subject to the Professional Agreement and must be agreed to by the Third Party, the District, and the REA.

10. As used in this Article, "certificate" or "certified" includes any equivalent license developed as the successor to a professional educator certification in accordance with the laws of the state of Illinois and the Illinois State Board of Education.

#### **Section I:**

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 therefore 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 105 ILCS 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 psycho-therapy.

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

refer the student to the head principal (to convene a problem solving team) and provide a record of the dates and actions of the student's misbehavior to establish the persistence of the problem and shall include a record of the steps that the staff member has taken in an attempt to remedy the problem (which may include such actions as calls and other communication with parents, parent conferences, and discussions with the principal or other relevant staff about the student). The head principal shall within ten school days constitute and convene a problem solving team including the principal, the referring teacher, and at least one additional licensed faculty member (such as but not limited to an interventionist, literacy leader, psychologist, social worker, or resource teacher), which shall develop a behavior plan for the student that identifies the expectations for improvement in the student's behavior, the ways in which this improvement will be supported and encouraged, and a timeline for reviewing the plan and the progress under the plan. Review of the plan and progress under the plan should occur no longer than 20 school days from development of the plan or from the previous review. Parents or guardians of the student shall be provided with the plan and informed of the possibility of removal of the student from the classroom.

In reviewing the plan, the problem solving team may modify and/or continue the plan, or permanently remove the child from the classroom. If the teacher does not agree with the action of the problem solving team, he or she may refer the matter to the building committee for review. If the building committee cannot resolve the issue, the Superintendent shall be invited to attend a special meeting of the building committee with regard to the issue under this section, which the Superintendent or designee shall attend.

All actions under this Article must comply with Individuals with Disabilities Education Act ("IDEA").

No student should be permanently removed from the classroom 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. If a student is permanently removed, placement of the student shall be the responsibility of the principal.

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.

This section of the contract is to be used only for those cases where the student's continued presence makes it impossible for other students in the class to learn. It is to be used in those cases where the misbehavior is a persistent, ongoing problem or where the grossness of the behavior warrants such action. The purpose of this section is not to deny a student an education but rather to support each teacher in creating an atmosphere where learning may take place. No student has the right to disrupt a class so that the education of the others in that class becomes impossible.

**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 Student Code of Conduct with staff members. A written copy of the Student Code of Conduct 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 or other alternative learning environment due to disruptive behavior may have other interventions available. Staff members who wrote the discipline referral or office discipline referral may give consent for this student to return to his/her class for the remainder of the day.

2. Students shall be disciplined in accordance with the Rockford Public Schools Student Code of Conduct. It is expected that Discipline Referral forms will be processed and made electronically available or, if paper, 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 and the Student Growth Manual created by the Performance Evaluation Review Act Joint Committee are 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 Document, 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 formal 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 formal observation will be conducted. The evaluator shall conduct a post conference with the staff member after each formal and informal observation to review the completed observation form. The staff member will also meet with the evaluator to review and approve the student growth goal following the procedures and process as outlined in the PERA/Student Growth agreement.
3. Assuring that probationary staff members are evaluated once each year prior to attaining tenure.
4. Assuring that staff members on contractual 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.
5. Each formal evaluation shall be initiated by a pre-conference between the evaluator and the staff member that includes a review of the expectations of the parties and mutually scheduling the date and time for the observation. In the case of the first instance of a staff member's failure to be present for the pre-conference or observation, it will be mutually rescheduled by the administrator and staff member. Every evaluation event (i.e., pre-observation, post-observation or summative evaluation conference, the SMART Goal for student growth meeting, or formal observation) shall be held at an agreed time unless, with regard to a particular event, an evaluator attempts twice to schedule and no time is agreed to, the evaluator may assign a time in accordance with the timeline for the event. If the staff member for any reason is unable to attend at the scheduled time (including but not limited to cancelling, failing to attend, sick leave, or medical leave), the evaluator shall have an additional five (5) school days from the staff member's return to work to assign the time for and hold the event.

**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, audio systems and digital recording devices are expressly prohibited.
2. A summative evaluation report shall be preceded by at least three observations for non-tenured and tenured who have been previously rated needs improvement or unsatisfactory and a minimum of two observations for tenured previously rated proficient and/or excellent educators of professional performance, one of which shall be no less than 30 minutes. No observation shall take place after May 15, except in the case of a needs improvement or remediation plan already in progress.
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 latter of the final observation or the SMART Goal for Student Growth results submission. 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 signed by the staff member to show that copies have been received. Signing 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 a remediation period, 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 remediation period will resume upon return from leave.
9. Upon request, the District will provide the Association a list of qualified teachers for selection to be consulting teachers. Additionally, the District will provide in a timely fashion all information relating to each remediation, including, but not limited to the observations and summative evaluation. The Association will use the prepared list to timely select a consulting teacher.

**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, proficient, needs improvement, 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 proficient, 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; provided that when issues with regard to school climate cannot be resolved by the Committee, the Superintendent shall be invited to attend, in which case the Superintendent or designee shall attend the next Committee meeting.

**Section E: Teacher Technology Support**

Each school may have an Association member designated by the principal to provide teacher technology support in accordance with a role description agreed to by the Superintendent and Association Executive Board. A member serving in such role shall receive the teacher technology support differential pursuant to Appendix C. The performance of duties in this role shall not be used in the staff member's evaluation.

**Section F: Building Champion**

Each building with professional staff assigned to it shall have one Association member designated as the Building Champion to serve as the facilitator of communication regarding facilities in accordance with a role description mutually agreed to by the Superintendent and Association Executive Board. The Building Champion shall be selected by the head Association Representative for the building in consultation with the head principal and other Association Representatives. The performance of duties in this role shall not be used in the staff member's evaluation.

**Section G: Academy Team Leaders**

In each Academy in a high school, the District may designate one teacher as the Team Leader. Each Team Leader shall receive the Team Leader differential as compensation for his or her added responsibilities as set forth in the Academy Team Leader role description. As part of the added responsibilities of the Team Leader position, a Team Leader may be assigned to prepare, convene, and facilitate meetings relating to their Academy during preparation time that for other professional staff are voluntary. As with other differential positions, each Team Leader shall be designated on a year-to-year basis, and the added responsibilities of a Team Leader shall not be included in the staff member's evaluation.

**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 non-acceptance 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 five members who have served at least one year on Instructional Council (three staff members and two administrators) in addition to the REA president or vice-president and the Chief Instructional Officer. 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 Association and the Administration shall mutually agree on all district wide forms that affect the professional staff. To accomplish this end, forms for consideration shall be submitted to the Instructional Council. These shall include, but not be limited to, transfers, leave policies, evaluations, data collection and other personnel related forms. Instructional Council shall identify and assess the amount of paper work and other routine tasks of 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.

Instructional Council will also facilitate the Association's and the Administration's joint planning of the in-service program for each year. The program will be established by May 1 of each year. Modifications may be made with mutual agreement.

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. Nine REA members selected in the following categories, nominated by a committee of the Association Executive Board, and appointed by the Association Executive Board, to serve staggered three-year terms: 1 Early Childhood, 1 Bilingual/Dual Language, 1 Special Education, 2 Elementary, 2 Middle School, and 2 High School. A term shall expire with the end of the appropriate school year, with the successor term starting immediately thereafter. The Association Executive Board shall make the appointment of the successor Instructional Council member prior to the expiration of a particular Instructional Council member's term. Initial terms starting the first year of implementation of Instructional Council redesign shall be 2 members for 1 year terms, 2 members for 2 year terms, and 3 members for 3 year terms, as designated by the Association Executive Board;

2. Three members appointed by the Superintendent from their respective groups for staggered terms of three years: 1 elementary, 1 middle school, and 1 high school administrator;

3. Permanent non-voting members: President or vice-president of the Association; Chief Instructional Officer and curriculum coordinators. The Chief Instructional Officer 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 Eligibility Determination Conference (EDC) 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, co-taught classes, 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 of 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 process decisions including, but not limited to, co-teaching, general reassignment of students, workload, use of paraprofessionals, paperwork, 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 encouraged 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 and/or diagnostic team.

### **ARTICLE 22 - STAFF HOURS AND SCHOOL CALENDAR**

#### **Section A: Elementary**

1. The official length of the day for elementary school students shall be 5 hours 55 minutes with a minimum of 40 minutes 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.

2. Modifications for student arrivals and 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 5 minutes before the start of the students' school day determined by the tardy bell, and shall be required to remain 10 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) 45 minute planning periods per week totaling 225 minutes per week. 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 2 planning periods per day. No intervention specialist or academic coach shall be used to create classroom elementary teacher planning time, except as part of a program, school-based solution, or curriculum established through standard District processes or a school's problem solving team.

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) 45 minute planning periods per week totaling 225 minutes per week. No Certified Instruction Specialist class shall be less than forty-five (45) minutes. There shall be a minimum of four minutes scheduled between the end of each Certified Instruction Specialist class and the beginning of the next class, to provide preparation, with a minimum of five (5) minutes at the beginning of the student day to the first Certified Instruction Specialist class of the day and a minimum of five (5) minutes from the end of the last Certified Instruction Specialist class to the end of the student day to facilitate student movement into and out of the school.

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.

9. On the last student attendance day of the school year, the student day shall be five (5) hours and the remainder of the day shall be available to staff to complete paper work, record keeping and check-out for the end of the school year. The District may impose a flexible schedule on the last student attendance day to accommodate the shortened schedule.

#### **Section B: Secondary (Middle and High Schools)**

1. At the middle and high school level, the student day shall not exceed seven (7) hours and thirty (30) minutes. Within these parameters, middle and 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. 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 fifteen (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 thirty (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 and high school staff members shall teach and supervise up to 300 minutes each day including student passing times before and after class. Staff members shall not be required to meet more than five (5) class periods each day. Beginning with the 2012 – 2013 school year, the Board may offer up to 20% of the certified full-time staff (at each school) a sixth assignment. If a determination has been made to offer a sixth assignment, the Board will adhere to the following: Staff members may voluntarily agree to teach a sixth class for a semester or an entire academic year. Such staff members shall be compensated at the pro rata rate of 20% of their base pay. There shall be no reprisal if a staff member declines to accept a sixth class assignment. Except as provided below, no staff member shall be required to supervise lunch. If the Superintendent determines the need, a staff member may voluntarily agree to assist with lunchroom or tutoring supervision during his/her planning period. He/she shall be reimbursed at the missed planning period rate. 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. Each staff member will receive a minimum of 100 minutes (or two (2) class periods in a non-block schedule) for uninterrupted planning and/or preparation per day. Such preparation periods shall be equal in length to class periods. Preparation periods for department heads shall be as follows: six (6)

or more staff members in a department, a minimum of 150 minutes for planning per day; less than six (6) in a department, a minimum of 100 minutes for planning per day.

7. 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.

8. 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.

9. On the last student attendance day of the school year, the Middle School student day shall be five (5) hours and the remainder of the day shall be available to staff to complete paper work, record keeping and check-out for the end of the school year. The District may impose a flexible schedule on the last student attendance day to accommodate the shortened schedule.

#### **Section C: 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 shall 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 six (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 (1) fifty (50) minute planning period per day.

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

#### **Section D: Pre-Kindergarten/Early Childhood**

1. The teacher day shall be five (5) hours and thirty (30) minutes 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 two (2) hours and forty-five (45) minutes 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 fifteen (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 fifteen (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 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 on the Friday of the same week in which the after-hours visit is made.

8. On the last student attendance day of the school year, the regular work day shall be five (5) hours and the remainder of the day shall be available to staff to complete paper work, record keeping and check-out for the end of the school year.

#### **Section E:**

A schedule of dates and times of up to one general staff or Professional Learning Community (PLC) meetings a month plus a second PLC meeting a month will be determined at the beginning of each year. An additional PLC meeting may be scheduled each month with the agenda approved by the Building Committee. 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 (1) hour and must adhere to the agenda presented. An additional meeting may be scheduled each month with the Superintendent or the Assistant Superintendent or Chief Instructional Officer 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 F:**

Through the 2017-18 school year, the academic calendar shall include the following release days with no student attendance:

two (2) Institute days immediately prior to the first day of student attendance; one such day shall be at District direction, while the other day shall be half District-directed and half used by professional staff members for work duties according to their individual professional judgment;

one (1) School Improvement Planning (SIP) day in each semester, for a total of two SIP days per year;

one (1) Institute day at the end of the first secondary semester or the second elementary trimester, ninety minutes of which shall be District-directed and the remainder of which used by professional staff members for work duties according to their individual professional judgment; and

one (1) Institute day after the last day of student attendance, to be used by professional staff members for work duties according to their individual professional judgment.

Beginning in the 2018-19 school year, the academic calendar shall include the following release days with no student attendance:

four (4) Institute days to be at District direction; and

two (2) School Improvement Planning (SIP) days during the school year to be at District direction.

Teachers will be required to submit report cards and all other end of the year information for students on or before the last day of the academic calendar.

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 5/18-8.05(F)(2)(d). 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 G:**

Staff members assigned to more than one level (elementary, middle, or high school) will have a work day of no longer than seven (7) hours and thirty (30) minutes.

**Section H:**

Every attempt will be made by the administrative staff to supply qualified substitute teachers. Only in cases of extreme emergency will a staff member be required to serve on a substitute basis, which shall occur according to the process set forth in Article 25, Section I.

**Section I:**

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

**Section J:**

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

**Section K:**

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 L:**

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 M:**

The Superintendent, in consultation with the Association, shall annually recommend the Academic Calendar to the Board. Supplemental modifications as needed must be jointly agreed to by the Board and the Association.

**Section N:**

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.

**Section O:**

1. On up to five days per year, the District may create flex time by varying the start and end time of the school counselor work day from the times set forth in Section B of Article 22 and Appendix D of the Professional Agreement. The work day for school counselors shall remain a consecutive seven (7) hours and thirty (30) minutes for high school counselors and seven (7) hours and ten (10) minutes for middle school counselors.

2. A schedule of proposed flex time days, with start and end times, will be provided to each school counselor on the first day of the school year.

3. Flex time dates in addition to the five (5) per year and/or not included in the schedule provided on the first day of school, may be agreed by the District and the Association, but in no event shall a school counselor receive fewer than ten (10) school days' notice of the date and of the start and end times of flex time. If a counselor is offered the opportunity of such additional flex time dates, participation shall be at the discretion of the counselor, and there shall be no consequence for a counselor for not accepting the flex time.

4. Flex time shall not be used in the first ten (10) days or last ten (10) days of the school year, without specific prior agreement of the District and the Association.

5. Flex time shall not be scheduled for Saturday, Sunday, or a legal or special holiday on the District calendar.

6. Unless mutually agreed by the evaluator and school counselor, a work day involving flex time shall not be used for evaluation.

7. Flex time shall not be used for meetings or professional development, without specific prior agreement of the District and REA.

8. Leave for illness or other causes on a work day with flex time shall be in accordance with the Professional Agreement and established practices and District procedures for leave.

## 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. OE, 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	28 in 2015-16 and 26 thereafter
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.

Beginning with the 2016-17 academic year, allocations for and class sizes for all-day kindergarten classes shall be determined as follows. The allocations process shall initially proceed as if the maximum kindergarten class size is 28; using the number of kindergarten classrooms in each school based on this limit, the 16 schools with the highest mean kindergarten class size as of June 1 as mutually agreed upon by the Superintendent and Association shall receive one additional kindergarten teacher. If no agreement is reached, the parties shall appeal to the Board who has the final decision. If the Building Committee of a school determines there is no room in the school for an additional kindergarten classroom, the school shall not receive an additional kindergarten teacher and the total number of schools receiving additional kindergarten teachers shall be reduced by one. Teachers among the additional kindergarten teachers shall be surplus each year, with the additional positions considered a district-wide department. If a school is to receive an additional kindergarten teacher in consecutive years, however, the additional kindergarten teacher in the previous year shall have the opportunity to choose to return to the school for the subsequent year.

For all-day kindergarten classes over 22 students in the 2015-16 academic year and 23 thereafter, 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-third 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. When paraprofessional vacancies exist for kindergarten, the teacher and the principal will develop additional criteria relating to that school or program and qualifications for the position. Both the administrator and teacher will interview for the vacancy with the final recommendation resting with the administrator. No kindergarten class in a school shall exceed 23 students until all kindergarten classes in the school have 23 students.

### Section B:

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

Maximum 33 at 150 unless the staff member voluntarily agrees to teach an additional period in which case the maximum shall be 33 at 180

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:

For the duration of this contract, class size for special education will be as prescribed by applicable state and federal special education laws in effect as of June 28, 2007. Elementary special education eligible students, when included 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:

Every reasonable attempt will be made to avoid elementary class size overage. In no case shall any elementary class exceed maximum class size as established in this article by more than two students. Kindergarten shall not exceed 28 in 2015/2016 and shall not exceed 26 thereafter. First through third grade shall not exceed 28. Fourth through sixth grade shall not exceed 32. When an overage occurs in an elementary classroom, that 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. Each teacher shall receive overage pay on the first paycheck in December (with bookkeeping completed by November 30) and on the last paycheck in June.

At the secondary level all classes shall be within the specified contractual limits within 5 days of the ten day count in school year 2009-2010 and thereafter.

### 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 exceed 24 after the twentieth pupil attendance day of each semester.

## ARTICLE 25 - ALLOWANCE FOR STAFF ABSENCE

### Section A:

In each school year, full-time staff members shall earn paid sick leave as follows:

12 days for members with 0 – 19 years of service

15 days for members who have completed 20 years or more of service

Accrued paid sick leave may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. For paid leave for adoption or placement for adoption, the school board may require that the teacher or other employee provide evidence that the formal adoption process is underway, and such leave is limited to 30 work days.

The definition of the “immediate family” is husband or wife, child, brother, sister, grandparent, 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.

**Section I:**

The following process shall govern professional staff members serving as substitute teachers (in-house subbing).

The principal or designee will ask professional staff members to cover during planning periods. At secondary schools, the principal will at the beginning of the school year compile a list of staff members who are willing to cover during planning times, who will be asked first when a substitute is needed.

If classes remain uncovered after the principal or designee has asked professional staff to cover during planning periods, the principal may revoke the professional leave granted to staff members attending in-district events.

If classes still remain uncovered, the principal or designee may require staff to substitute during their planning time. At the beginning of the year, the building committee and building administration shall jointly establish a list of all certified staff members who will be available to cover a class during their planning time and the rotation for determining who will be directed to serve as a substitute. The list and rotation shall be fair and equitable and minimize the impact on an individual’s service in their assigned duties and student learning. Staff members who do not have instructional assignments (such as but not limited to student support specialists (such as counselors, social workers, and psychologists), instructional coaches, reading and math coaches, and special education staff) may be part of the list and rotation created by the building committee, as long as it is done on a fair and equitable basis. Due to grant requirements, however, staff members whose salaries are funded by federal grant cannot be included in such a list and rotation. At the elementary level, uncovered classes may also be split and the students distributed to other classrooms, as long as class size limits are not exceeded.

Staff members shall be notified of such assignments as soon as possible. In the event such an assignment is made and a professional staff member loses a planning or preparation period, \$22.50 shall be paid per standard planning period prorated for actual time assigned.

## 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 as set forth in this Article 27.

**Section B: Philosophy**

The Board and the Association support and encourage life-long learning and career-long development of professional craft. Professional growth in a variety of learning experiences is recognized and supported by offering in-district opportunities for staff development. This includes active engagement in school improvement planning days, staff development classes, workshops, teacher committees, and teacher leadership as well as faculty, team, and department meetings. An essential element of this approach is that professional educators share and model what they learned with their colleagues for the betterment of teaching and learning throughout their School and the School District.

**Section C:**

Effective August 1, 2018, credit on the salary schedule for college and university courses, as well as degree or certificate programs, shall only be provided for courses and programs that have received the prior written approval of the Chief Human Resources Officer or designee, through the use of the course and program approval form and according to the guidelines set forth by the Professional Growth Team, as meeting both of the following criteria:

- The course or program is provided by an accredited college/university; and
- The course or program is aligned with the District strategic plan and the educational priorities of the School District.

Salary schedule credit will be given only by semester hour, except as adjusted by the Professional Growth Team. A professional staff member seeking prior approval of a course or program shall submit the college course and program approval form no fewer than 15 calendar days prior to the beginning of the course or enrollment in the program. If a course or program is not approved, the Chief Human Resources Officer or designee shall notify the professional staff member through District email within fifteen (15) calendar days of the submission of the course and program approval form; in the absence of such notification, the course or program is approved. Once a degree or certificate program has been approved, all courses toward the program are approved and do not require further individual approval.

If a course or program is not approved, a professional staff member may appeal to the Appeal Committee (described below) by submitting an appeal to the attention of the Chief Human Resources officer within five (5) calendar days of the email notification from the Chief Human Resources Officer or designee. Failure to meet a deadline in order to satisfy the requirement of obtaining prior approval of a course or program is not subject to the appeal process.

Upon receipt of a timely appeal submitted to the attention of the Chief Human Resources Officer as provided above, the appeal of a course or program not being approved shall be decided by the Appeal Committee comprised of the Chief Human Resources Officer, the president of the Association, a District representative serving on the Professional Growth Team, and an Association Representative serving on the Professional Growth Team, within ten (10) calendar days of the receipt of the appeal. In the event no agreement is reached on an appeal, the final decision will rest with the Superintendent; that decision shall not be subject to the grievance process and/or arbitration.

The Professional Growth Team shall meet at least annually to draft guidelines for course and program approval in alignment with the District's strategic plan and priorities and shall annually review all courses and programs approved and denied as part of adjusting the guidelines. The Professional Growth Team shall be comprised of four administration members, selected by the Chief Human Resources Officer, and four Association members, selected by the Association president.

In addressing matters other than appeals (that shall be otherwise processed through the appeal process described above), the Professional Growth Team shall seek to operate by consensus. When consensus cannot be reached, the Professional Growth Team will make decisions by majority vote. If a majority is not achieved on an issue raised before the Professional Growth Team, the status quo ante remains in effect. If a member selected by the District or Association is not in attendance of a given District Growth Team meeting, the other party shall choose one of its members not to vote, in order to keep the number of voting members equal.

The provisions of this section C shall apply to coursework and degree or certificate programs enrolled in after August 1, 2018.

**Section D:**

Salary schedule credit may also be earned through completion of District professional development experiences, which will be made available for professional staff members. The professional development experiences will be approved, coordinated and made available to staff through the District professional development department. Whenever possible, District professional staff members will be chosen to present or facilitate these professional development experiences.

Professional development experiences for salary schedule credit will range in length, with a combination of instructional time (face time) and independent work time (outside time) counting for credit.

Professional development experiences approved for salary schedule credit will be posted on the District's web site and will be the only experiences for which credit will be granted. The posting for each professional development experience will include the clock hours to be earned (and the combination of face time and outside time), the description of the experience, the requirements for completion, and meeting times and locations.

Completion of sixteen (16) clock hours of District approved professional development will provide one (1) credit hour toward salary schedule lane movement, except as adjusted by the Professional Growth Team.

The Professional Growth Team will create at least one professional development track available to certified staff members starting in the 2018-19 school year, and at least one additional track available to certified staff members starting in 2019-20. Professional staff members who participate in these professional development tracks will receive salary credit to be used for movement on the salary schedule, unless they have already maximized degree and salary credit movement on the salary schedule, in which case they shall receive a lump sum stipend determined by the Professional Growth Team and communicated prior to the first class.

If by June 1, 2020 at least two professional development tracks are not available to professional staff members, program and course approval will no longer be required under section C of this Article.

**Section E:**

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 F:**

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. (This task is assigned to Instructional Council. See Article 20.)

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 except as adjusted by the Professional Growth Team.

**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:**

Annual salaries shall be computed according to Appendix A attached hereto, which is incorporated and made 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).

4. Part-time professional staff members who are not eligible to be active members of the Teachers Retirement System of Illinois ("TRS") shall be entitled to compensation in accordance with the Appendix A Salary Schedule. The Board shall not be obligated to pay such professional staff members an amount equivalent to the "picked-up" employee contribution to TRS included in the "C" figure of Appendix B.

**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:**

Compensation due to staff members for participation in professional development, in-service training, and summer workshops as outlined in Article 29, will be paid in a timely manner when staff members have complied with the announced procedures for recording attendance. Staff members will be paid the hourly rate earned per Appendix C on the payday immediately following Board approval. Board approval will occur within two regularly scheduled Board of Education Meetings following the end date of the professional development, in-service training and summer workshop.

**Section E:**

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 F:**

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 G:**

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 H:**

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) Combined Charities Campaign, (3) Credit Union, (4) Tax-Sheltered Annuities.

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

**Section I:**

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 J:**

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 K:**

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 L:**

The Board shall pick up and pay a maximum of 9.4%, of the staff member's Illinois Teacher Retirement System ("ITRS") contribution in a non-taxable manner pursuant to Section 414 (h) of the Internal Revenue Code of 1986, as amended. Effective beginning the 2007-2008 school year, staff members shall not be required to pay and shall be held harmless by the Board from any obligation to pay the .84% TRS health care contribution required to be paid pursuant to 5ILCS375/6.6.

**Section M:**

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 N:**

The Board shall pay all employees by direct deposit on alternate Fridays. Employees who do not elect to receive their pay via direct deposit shall have their pay checks mailed on the same day as those employees receiving direct deposit to a location as directed by the respective employee.

## ARTICLE 31 - INSURANCE PROTECTION

**Section A: Health Insurance**

During the term of this agreement, the Board shall offer Health Insurance Plan(s) to staff members and their dependents. Specific benefits and plan rules as agreed to by the Board and the Association are found in the applicable Board Plan Documents.

**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 declaration 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 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, any pre-existing conditions limitations of the Health Insurance Plans shall be waived.

**Section C: Health Insurance Premiums**

For staff members who take insurance, half of the monthly premium payment for insurance will be deducted from the first two paychecks of each month. In the event of a third paycheck in a month, there will be no insurance premium deducted unless there is a refund or deduction to correct a specific situation. Changes in premiums will be effective at the start of each academic year.

**Beginning of the 2018-2019 Academic Year  
Employee Pays Percent of COBRA Cost (per month)**

Category	PPO-1000		HSA
	wellness	non-wellness	
<u>Employee</u>	\$46.69	10%	0%
Employee + <u>children</u>	\$131.28	15.5%	0%
Employee + <u>Spouse</u>	\$141.95	15.5%	0%
<u>Family</u>	\$221.61	15.5%	0%

\* The above 2018-2019 PPO-1000 rates are calculated as follows: Employee Only insurance premiums would be a straight 7% of the Employee Only COBRA rate (i.e., Employee Only premium = COBRA x .07). Employee with dependent(s) premiums (whether Employee plus child(ren); Employee plus spouse; or family coverage) would be a “blended” 12.5%. The blended rate applicable to Employee with dependent(s) premiums would be calculated as follows: Applicable COBRA premium for Employee with dependent(s) coverage (at the appropriate Employee plus child(ren); Employee plus spouse; or family coverage rates) minus COBRA premium for Employee Only coverage x .125. Once that number has been computed, the Employee Only Premium (at the COBRA x .07 rate noted above) will be added to that number and the total sum will then constitute the blended rate.

**Beginning of the 2019-2020 Academic Year  
Employee Pays Percent of COBRA Cost (per month)**

Category	PPO-1000		HSA
	wellness	non-wellness	
<u>Employee</u>	7%	10%	0%
Employee + <u>children</u>	12.5%	15.5%	0%
Employee + <u>Spouse</u>	12.5%	15.5%	0%
<u>Family</u>	12.5%	15.5%	0%

\*\* Employee Only insurance premiums would be a straight 7% of the Employee Only COBRA rate (i.e., Employee Only premium = COBRA x .07). Employee with dependent(s) premiums (whether Employee plus child(ren); Employee plus spouse; or family coverage) would be a straight 12.5% of the COBRA rate for the applicable Employee with dependent(s) premiums (i.e., Employee plus child(ren), Employee plus spouse, or family coverage). (The “blended” rate noted above in Year 2 will no longer apply). There would be 10% cap on the 12.5% percent of COBRA for Employee with Dependent(s) (whether Employee plus child(ren); Employee plus spouse; or family coverage) such that if the applicable Employee with dependent COBRA rate is increased by more than 10%, the amount in excess of 10% would be subtracted from the then-applicable COBRA rate prior to calculating the Employee plus dependent premium (using the straight 12.5%).

\*\*\* Employees will pay 12.5% of the District’s total cost for the coverage they select (calculated in accordance with the rules used to calculate COBRA premiums, but without the 2% administrative fee allowed by COBRA); provided, however, that in no event will the employee portion of the premiums increase (for the same coverage option) more than 10% from one year to the next. For example, if the Employee is currently paying 15% of a \$1000 COBRA premium and COBRA increases by 20% (i.e., increases from \$1000 to \$1200), then the Employee would only pay 12.5% of \$1100 (i.e., 10% of the COBRA increase).

**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. Effective January 1, 2016, employees who do not elect medical insurance shall pay the following monthly premiums for dental insurance. Half of the monthly premium payment for insurance will be deducted from the first two paychecks of each month. Thereafter, the plan year shall be July 1 through June 30 of the following year.

**Dental only coverage; (per month)**

<u>Employee</u>	\$5.25
<u>Employee + Ch</u>	\$10.13
<u>Employee + Sp</u>	\$10.50
<u>Employee + Family</u>	\$15.00

**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 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 receiving this benefit shall meet the disability criteria established by TRS and will be eligible for the supplement disability benefit for up to two years. After two years, in order to be eligible for the supplemental disability benefits, a staff member must meet the supplemental disability plan requirements. Individuals who, as of October 31, 2011, were deemed ineligible for benefits under the plan eligibility requirements and who qualify for such benefits pursuant to the disability criteria established by TRS, shall continue to receive supplemental disability benefits so long as they continue to meet the disability criteria established by TRS.

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 of loss of personal items (upon proof) through Acts of God such as fire and flood with a maximum coverage of \$250.00.

**Section J: Continuation of Coverage**

Staff Members who are dismissed, RIF'd or resign effective at the end of the school year shall be allowed to maintain insurance coverage through August 31st of that year.

**Section K: Benefits Notification**

Staff members who are hired by the District will receive notice of eligibility to participate in the District's benefits package via district email. Members will have 30 days from the effective date of their employment to apply for benefits. If this application is not received by the District within the 30 day window, the member will have to wait until the next open enrollment to apply. Members will also receive information regarding their participation in the District sponsored wellness program.

**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 certified 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. A staff member who wishes to retire and receive the severance benefits enumerated in this article shall notify the District of his/her intent to retire on or before June 30, 2018 to retire at the end of the 2018-19 school year. To receive the severance benefits enumerated in this article for retirement at the end of years subsequent to 2018-19, retirement notice shall be submitted by March 1 of the school year prior to the school year at the end of which the member intends to retire, unless otherwise mutually agreed.

2. A staff member who timely submits notice of retirement for the end of the 2018-19 school year shall receive 4% incentive pay based on their placement on the salary schedule for the 2017-2018 school year, which represents 2.5% in addition to the 1.5% added to the base of the salary schedule for the 2018-19 year. The first 1.5% of the incentive shall be paid as a portion of scheduled paychecks in the 2018-19 school year, and the second 2.5% in accordance with paragraph 8, below.

3. A teacher who has submitted timely notice of intent to retire at the end of the 2018-19 school year shall not serve in a new differential or new secondary sixth assignment for the 2018-19 school year in order to be eligible for the 4% retirement incentive pay set forth in paragraph 2, above.

4. Once submitted, notice of retirement is irrevocable, except in the event of a death of a spouse or life partner, or at written request of the staff member based upon a compelling emergency as determined at the sole discretion of the Board, which decision shall be nonprecedential and not grievable.

5. If the member fails to submit the timely notice of the intent to retire, the member will not receive any of the benefits outlined in this article. However, if there is a mutually agreed upon settlement of retirement, the member would receive the severance and health insurance agreement outlined in this article, but not the incentive pay.

6. If there are changes made to the way that pensions are funded by the Illinois Legislature, the District will honor any timely notice of retirement submitted prior to the passage of the Act but is not required to accept any new such notices. Any retirement incentive going forward shall be negotiated.

7. The District and the REA agree to the opportunity for a re-opener only applicable to staff retirements at the end of the 2019-2020 school year. Notice may be given by either party to reopen discussions only on this topic (retirement incentive for the 2019-2020 school year) on or before January 1, 2019 and

those discussions must be concluded by no later than February 28, 2019, and if not successfully concluded by that date will be deemed concluded without further obligation.

8. Staff members possessing a minimum of ten years of service with the District shall be eligible for a retirement severance payment computed by multiplying his/her last daily rate of pay by twenty percent (20%) of accumulated sick leave days in excess of 105. This payment shall be made after the staff member's receipt of his/her final paycheck from the District for services rendered, subject to the exception appearing below.

The severance payment shall be made either with or prior to receipt of the staff member's final paycheck, either in whole or part, to the extent such payment will not cause the staff member's TRS creditable earnings for the year to exceed his/her prior year's TRS creditable earnings by a factor of six percent (6%).

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

10. 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 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 District.

#### **Section B: Retirement Insurance**

A staff member may apply for retirement providing he/she : (1) is eligible under the Illinois Teachers' Retirement Act; (2) is at least 55 years of age or will be 55 of age within six (6) months of the end of the academic year in which he/she retires; and (3) has been credited with 10 or more years of service in the Rockford School District.

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 for members retiring in the 2017-2018 school year. After that school year, the life insurance benefit will cease for any new retiree. Further, retiring staff members may enroll in a medical insurance plan provided by the Illinois Teachers Retirement System (TRIP Managed Care Plan or TCHP) and the Board will pay the full premium to the TRS each year until the end of the school year in which the retiree turns 65. If the individual retiree enrolls in the TRIP Managed Care Plan, there will be no contribution by the retiree. If the individual retiree enrolls in the TCHP the retiree will reimburse the District for one-half of the TCHP premium. 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.

If TCHP is selected and the coverage level of TCHP 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.

If a retiree returns to work as a part-time employee the retiree may remain on the Board's plan or enroll in 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 Managed Care Plan premium. (Example: If a retiree works .5, he/she would pay the applicable contribution for employee, employee + children, employee + spouse, or family coverage plus half the premium cost minus the single TRS Managed Care Plan 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: Continuation of Coverage**

Staff members who retire effective at the end of the school year, shall be allowed to continue insurance coverage through August 31st of that year.

### **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 half of the Vice-President's salary 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 to use of up to 60 days release 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. Association days may be taken with prior approval of the Association President or Vice-President who will inform the Superintendent or designee of such days. Additional days may be granted with Board approval upon written request. Association leave as defined above shall not be used for a staff member to participate in the Illinois Education Association UniServ Director training program.

When joint committees of staff members and administrators meet during the school day, the staff member's participation shall not count as Association leave days (such as but not limited to: Instructional Council, Insurance Summit, Evaluation Subcommittee, Special Education Advisory Board, and SB7 Committee).

#### **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 employed 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 District, provided said staff member states an intent to return to the 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 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 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 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. In no event shall a staff member be eligible for a subsequent Maternity Leave prior to working the minimum of one (1) year following the initial leave.

**Section C:**

A staff member who is employed in the 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 District for a minimum of one (1) year upon completion of leave. However, said staff member 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. In no event shall a staff member be eligible for a subsequent Maternity Leave prior to working the minimum of one (1) year following the initial leave.

**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:**

A staff member who has been granted a Maternity, Child Care or Adoption Leave shall be entitled to full insurance benefits at the premium rate of an active member for the balance of the school year in which he/she leaves, plus an additional twelve (12) months. Should the staff member elect the second year of leave, he/she shall reimburse the district for the full health insurance contribution (full healthcare continuation cost) for that second year.

**Section F:**

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 the 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 District on contractual continued service 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 District for a minimum of one (1) year upon completion of the Leave.

A staff member who has been granted an unpaid Medical Leave shall be entitled to full insurance benefits at the premium rate of an active member for eighteen (18) months. Should the staff member remain on medical leave for more than eighteen (18) months, he/she shall reimburse the District for the full health insurance contribution (full healthcare continuation cost) for the duration of the additional leave.

**Section B:**

Application for Medical Leave shall be in writing to the Director of Human Resources 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 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 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 member 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;
- re-define 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 team.

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:
  - 60% of voting parents with enrolled students shall be required within one year of school participation; and
  - 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
  - the Governance Committee; and
  - any other stakeholder groups as determined by the Board.
2. A positive vote commits a school to the governance structure for a minimum of three years subject to the approval of the Governance Committee. Staff and other stakeholders in a school must undergo training in preparation for undertaking site-based management.

**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. Staff representatives shall be elected by the staff by secret ballot voting conducted by the Association Representatives. The selection process for other group representatives (i.e. election, appointment, volunteer, etc.) shall be determined by the site administrator, with approval of the staff representatives. 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.

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.
- 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.

### **Section L: Elementary Innovation**

As the Board of Education of the Rockford Public Schools, District No. 205 (District) and the Rockford Education Association (REA) share an interest in supporting and encouraging schools to innovate for improved student learning, the District and REA hereby agree as follows.

#### **Innovation Panel**

In the interest of fostering innovation to improve student learning, the District and REA have created the Innovation Panel, which is comprised of four administration members, selected by the Chief Human Resources Officer, and four REA members, selected by the REA president.

The Innovation Panel shall seek to operate by consensus. When consensus cannot be reached, the Innovation Panel will make decisions by majority vote. If a majority is not achieved on an issue raised before the Innovation Panel, the status quo ante remains in effect. If a member selected by the District or REA is not in attendance of a given Innovation Panel meeting, the other party shall choose one of the members it selected not to vote, in order to keep the number of voting members equal.

#### **Innovation Plan Creation**

For innovation plans to be implemented subsequent to the 2017-18 school year, the following process shall be used:

##### **Step 1:**

The building committee and principal of an elementary school jointly may submit to the Innovation Panel an innovation school application, which shall provide a brief description of the types of innovations to be considered and current student demographic and performance data, as well as the names of the members on the innovation plan drafting team, which will consist of at least three professional staff members from the school and an administrator. The Innovation Panel shall select applications for approval.

##### **Step 2:**

Upon approval of an innovation school application, the designated members of the drafting team shall attend professional development as set forth by the Innovation Panel.

##### **Step 3:**

Upon completion of the professional development, the drafting team shall create a draft innovation plan. The plan will then be presented to the professional staff of the school for input and feedback, which the drafting team will incorporate and respond to as it deems appropriate.

##### **Step 4:**

The draft innovation plan is then presented to District administration, including the legal department, for input and feedback, which the drafting team will incorporate and respond to as it deems appropriate.

##### **Step 5:**

Once a final draft of the innovation plan has been created, the drafting team will communicate it to the school principal for approval and to the professional staff for majority approval by secret ballot, in a vote conducted by the school's association representatives.

##### **Step 6:**

If the innovation plan is approved by the principal and professional staff, the drafting team will present the innovation plan to the Innovation Panel for approval. If the innovation plan is not approved, the Innovation Panel shall provide written explanation of the reasons for its decision.

If an innovation plan does not receive approval at steps 5 or 6, further drafting shall be undertaken. The revised innovation plan shall then proceed through steps 5 and 6.

The professional staff members of a school's innovation plan drafting team shall be selected by the building committee, and the administration representative shall be the principal or designee.

For innovation plans to be implemented in the 2019-20 school year, the Innovation Panel shall create a timeline with deadline dates for the following steps:

- Application deadline
- The Innovation Panel selection of applications for approval
- The Innovation Panel creation of a schedule of professional development for drafting teams
- Approval through Step 6 of each school's innovation plan

In subsequent school years, the Innovation Panel shall set the deadlines, as well as the schedule for innovation plan reviews and revisions.

Every innovation plan shall be reviewed by the Innovation Panel at the end of its second year of implementation. The Innovation Panel may request revisions of the plan, which shall proceed through the process outlined above for creating a plan. The Innovation Panel may withdraw approval of the innovation plan at any school which fails to report as required by the Innovation Panel; which fails timely to draft, obtain approval of, and implement modifications to the innovation plan required by the Innovation Panel; or which the Innovation Panel determines is not adequately implementing the innovation plan. If the innovation plan approval is withdrawn, the innovation plan shall cease at the end of the then-current academic year.

If on or before January 9, 2019, administration determines district finances are not adequate to support innovation plans as a whole, it may terminate all proceedings toward plans to be implemented in the 2019-20 school year. The Innovation Panel shall then meet for the sole purpose of setting the deadlines for creating innovation plans during the 2019-20 school year for implementation in the 2020-21 school year.

#### Contents of Innovation Plans

An innovation plan must contain the following elements:

1) how the school will govern itself, explaining how the chosen approach will provide transparency with and engagement of school administration and the professional staff;

2) measures designed to improve student learning, including

a -- waivers, if any, of the professional agreement between the REA and district; and

b -- operational flexibility, if any, from district policies and procedures.

3) a plan for increasing the student day by at least 22.5 minutes and increasing the professional staff day by 45 minutes to be used for planning time (in other words, used for work duties according to a professional staff member's best individual professional judgment), in exchange for which the school shall receive from the district an additional funding equivalent to an additional allocation of 1.5 FTE.

No innovation plan shall reduce any professional staff member's salary or benefits, change the evaluation process, interfere with grievance or due process rights, or limit or change the role of the REA. Neither shall an innovation plan include any element affecting another school, nor violating state or federal law or regulation. Any aspect of an innovation plan that will require additional District resources or funds (beyond what is provided in item 3, above) must be approved by the Superintendent in addition to the Innovation Panel.

#### Eligible Schools

Every elementary school shall be eligible to submit an application for an innovation plan. The Innovation Panel shall approve up to six schools for innovation plans, with the discretion to approve two additional schools based upon the quality of the applications. At least three schools approved for innovation plans shall be schools designated by the Illinois State Board of Education as Focus and Priority schools that do not contain special programs and are not scheduled to be converted to an Early Childhood center (in other words, Carlson, Conklin, Ellis, Washington, Kishwaukee, Lathrop, McIntosh, and Nelson). At least three schools approved for innovation plans shall be schools not designated by the Illinois State Board of Education as Focus and Priority schools that do not contain special programs, not scheduled to close prior to the 2018-19 school year, and not scheduled to be converted to an Early Childhood center (in other words, Bloom, Brookview, Froberg, Gregory, Hillman, Johnson, Riverdahl, Rolling Green, Spring Creek, Welsh, West View, and Whitehead). If, after all the applications for those slots have been reviewed, there are still innovation school slots available, applications from additional Focus and Priority schools, from Beyer, and from schools containing special programs may be considered by the Innovation Panel.

#### Staff Movement

At a school that has been accepted for an innovation plan, a tenured staff member whose most recent completed summative evaluation is proficient or excellent, which rating has been validated by a Peer Consulting Teacher, may designate herself or himself surplus after the final approval of the innovation plan. Such a teacher shall not, during the duration of the innovation plan, be placed without their consent at the school from which she or he designated themselves surplus.

When filling any open position at a school with an innovation plan, the school principal shall, prior to hiring, movement, or transfer, provide every candidate to fill such a position with a copy of the innovation plan and inform each candidate that the terms of the plan are binding on the teacher in the position.

## APPENDIX A

Effective the start of the pay day on which the Board approves this Agreement and/or Appendix A & B, the 2017-18 base salary shall be increased by 1%, the 2018-19 base salary shall be increased by 1.5%, and the 2019-2020 base salary shall be increased by 2.5%. The 2017-18 base increase shall be retroactive to the start of the second semester.

Upon the expiration or termination of this Agreement, employees shall not receive adjustments in steps and lanes until a successor agreement is reached. When a successor agreement is ratified, step and lane adjustments shall be retroactive to the effective date of the successor agreement.

**APPENDIX A**

Salary Schedule  
2017-2018

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 \$34,259	\$36,040	\$37,821	\$39,602	\$41,384	\$43,166	\$44,948	\$46,729
	C <del>\$37,647</del>	<del>\$39,604</del>	<del>\$41,562</del>	<del>\$43,519</del>	<del>\$45,477</del>	<del>\$47,435</del>	<del>\$49,393</del>	<del>\$51,351</del>
2	A \$36,040	\$37,821	\$39,602	\$41,384	\$43,166	\$44,948	\$46,729	\$48,510
	C <del>\$39,604</del>	<del>\$41,562</del>	<del>\$43,519</del>	<del>\$45,477</del>	<del>\$47,435</del>	<del>\$49,393</del>	<del>\$51,351</del>	<del>\$53,308</del>
3	A \$37,821	\$39,602	\$41,384	\$43,166	\$44,948	\$46,729	\$48,510	\$50,292
	C <del>\$41,562</del>	<del>\$43,519</del>	<del>\$45,477</del>	<del>\$47,435</del>	<del>\$49,393</del>	<del>\$51,351</del>	<del>\$53,308</del>	<del>\$55,266</del>
4	A \$39,602	\$41,384	\$43,166	\$44,948	\$46,729	\$48,510	\$50,292	\$52,073
	C <del>\$43,519</del>	<del>\$45,477</del>	<del>\$47,435</del>	<del>\$49,393</del>	<del>\$51,351</del>	<del>\$53,308</del>	<del>\$55,266</del>	<del>\$57,223</del>
5	A \$41,384	\$43,166	\$44,948	\$46,729	\$48,510	\$50,292	\$52,073	\$53,854
	C <del>\$45,477</del>	<del>\$47,435</del>	<del>\$49,393</del>	<del>\$51,351</del>	<del>\$53,308</del>	<del>\$55,266</del>	<del>\$57,223</del>	<del>\$59,180</del>
6	A \$43,166	\$44,948	\$46,729	\$48,510	\$50,292	\$52,073	\$53,854	\$55,635
	C <del>\$47,435</del>	<del>\$49,393</del>	<del>\$51,351</del>	<del>\$53,308</del>	<del>\$55,266</del>	<del>\$57,223</del>	<del>\$59,180</del>	<del>\$61,137</del>
7	A \$44,948	\$46,729	\$48,510	\$50,292	\$52,073	\$53,854	\$55,635	\$57,417
	C <del>\$49,393</del>	<del>\$51,351</del>	<del>\$53,308</del>	<del>\$55,266</del>	<del>\$57,223</del>	<del>\$59,180</del>	<del>\$61,137</del>	<del>\$63,096</del>
8	A \$46,729	\$48,510	\$50,292	\$52,073	\$53,854	\$55,635	\$57,417	\$59,198
	C <del>\$51,351</del>	<del>\$53,308</del>	<del>\$55,266</del>	<del>\$57,223</del>	<del>\$59,180</del>	<del>\$61,137</del>	<del>\$63,096</del>	<del>\$65,053</del>
9	A \$48,510	\$50,292	\$52,073	\$53,854	\$55,635	\$57,417	\$59,198	\$60,981
	C <del>\$53,308</del>	<del>\$55,266</del>	<del>\$57,223</del>	<del>\$59,180</del>	<del>\$61,137</del>	<del>\$63,096</del>	<del>\$65,053</del>	<del>\$67,012</del>
10	A \$50,292	\$52,073	\$53,854	\$55,635	\$57,417	\$59,198	\$60,981	\$62,761
	C <del>\$55,266</del>	<del>\$57,223</del>	<del>\$59,180</del>	<del>\$61,137</del>	<del>\$63,096</del>	<del>\$65,053</del>	<del>\$67,012</del>	<del>\$68,968</del>
11	A \$52,073	\$53,854	\$55,635	\$57,417	\$59,198	\$60,981	\$62,761	\$64,544
	C <del>\$57,223</del>	<del>\$59,180</del>	<del>\$61,137</del>	<del>\$63,096</del>	<del>\$65,053</del>	<del>\$67,012</del>	<del>\$68,968</del>	<del>\$70,927</del>
12	A \$53,854	\$55,635	\$57,417	\$59,198	\$60,981	\$62,761	\$64,544	\$66,325
	C <del>\$59,180</del>	<del>\$61,137</del>	<del>\$63,096</del>	<del>\$65,053</del>	<del>\$67,012</del>	<del>\$68,968</del>	<del>\$70,927</del>	<del>\$72,885</del>
13	A		\$60,981	\$62,761	\$64,544	\$66,325	\$68,106	
	C		<del>\$67,012</del>	<del>\$68,968</del>	<del>\$70,927</del>	<del>\$72,885</del>	<del>\$74,842</del>	
14	A				\$66,325	\$68,106	\$69,887	
	C				<del>\$72,885</del>	<del>\$74,842</del>	<del>\$76,799</del>	
15	A					\$69,887	\$71,670	
	C					<del>\$76,799</del>	<del>\$78,758</del>	
16	A					\$71,670	\$73,450	
	C					<del>\$78,758</del>	<del>\$80,714</del>	
17	A						\$75,231	
	C						<del>\$82,671</del>	
18	A						\$77,013	
	C						<del>\$84,630</del>	
19	A						\$78,795	
	C						<del>\$86,588</del>	
20+	A	\$55,635	\$57,417	\$59,198	\$62,761	\$64,544	\$68,106	\$73,450
	C	<del>\$61,137</del>	<del>\$63,096</del>	<del>\$65,053</del>	<del>\$68,968</del>	<del>\$70,927</del>	<del>\$74,842</del>	<del>\$80,714</del>

A= Salary  
C= Total ITRS

**APPENDIX A**

Salary Schedule

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 \$34,773	\$36,580	\$38,389	\$40,196	\$42,004	\$43,814	\$45,622	\$47,430
	<del>C \$38,212</del>	<del>\$40,198</del>	<del>\$42,186</del>	<del>\$44,171</del>	<del>\$46,158</del>	<del>\$48,147</del>	<del>\$50,134</del>	<del>\$52,121</del>
2	A \$36,581	\$38,389	\$40,196	\$42,004	\$43,814	\$45,622	\$47,430	\$49,238
	<del>C \$40,198</del>	<del>\$42,186</del>	<del>\$44,171</del>	<del>\$46,158</del>	<del>\$48,147</del>	<del>\$50,134</del>	<del>\$52,121</del>	<del>\$54,108</del>
3	A \$38,389	\$40,196	\$42,004	\$43,814	\$45,622	\$47,430	\$49,238	\$51,046
	<del>C \$42,186</del>	<del>\$44,171</del>	<del>\$46,158</del>	<del>\$48,147</del>	<del>\$50,134</del>	<del>\$52,121</del>	<del>\$54,108</del>	<del>\$56,095</del>
4	A \$40,196	\$42,004	\$43,814	\$45,622	\$47,430	\$49,238	\$51,046	\$52,854
	<del>C \$44,171</del>	<del>\$46,158</del>	<del>\$48,147</del>	<del>\$50,134</del>	<del>\$52,121</del>	<del>\$54,108</del>	<del>\$56,095</del>	<del>\$58,081</del>
5	A \$42,004	\$43,814	\$45,622	\$47,430	\$49,238	\$51,046	\$52,854	\$54,662
	<del>C \$46,158</del>	<del>\$48,147</del>	<del>\$50,134</del>	<del>\$52,121</del>	<del>\$54,108</del>	<del>\$56,095</del>	<del>\$58,081</del>	<del>\$60,068</del>
6	A \$43,814	\$45,622	\$47,430	\$49,238	\$51,046	\$52,854	\$54,662	\$56,469
	<del>C \$48,147</del>	<del>\$50,134</del>	<del>\$52,121</del>	<del>\$54,108</del>	<del>\$56,095</del>	<del>\$58,081</del>	<del>\$60,068</del>	<del>\$62,054</del>
7	A \$45,622	\$47,430	\$49,238	\$51,046	\$52,854	\$54,662	\$56,469	\$58,279
	<del>C \$50,134</del>	<del>\$52,121</del>	<del>\$54,108</del>	<del>\$56,095</del>	<del>\$58,081</del>	<del>\$60,068</del>	<del>\$62,054</del>	<del>\$64,043</del>
8	A \$47,430	\$49,238	\$51,046	\$52,854	\$54,662	\$56,469	\$58,279	\$60,086
	<del>C \$52,121</del>	<del>\$54,108</del>	<del>\$56,095</del>	<del>\$58,081</del>	<del>\$60,068</del>	<del>\$62,054</del>	<del>\$64,043</del>	<del>\$66,029</del>
9	A \$49,238	\$51,046	\$52,854	\$54,662	\$56,469	\$58,279	\$60,086	\$61,895
	<del>C \$54,108</del>	<del>\$56,095</del>	<del>\$58,081</del>	<del>\$60,068</del>	<del>\$62,054</del>	<del>\$64,043</del>	<del>\$66,029</del>	<del>\$68,016</del>
10	A \$51,046	\$52,854	\$54,662	\$56,469	\$58,279	\$60,086	\$61,895	\$63,703
	<del>C \$56,095</del>	<del>\$58,081</del>	<del>\$60,068</del>	<del>\$62,054</del>	<del>\$64,043</del>	<del>\$66,029</del>	<del>\$68,016</del>	<del>\$70,003</del>
11	A \$52,854	\$54,662	\$56,469	\$58,279	\$60,086	\$61,895	\$63,703	\$65,512
	<del>C \$58,081</del>	<del>\$60,068</del>	<del>\$62,054</del>	<del>\$64,043</del>	<del>\$66,029</del>	<del>\$68,016</del>	<del>\$70,003</del>	<del>\$71,991</del>
12	A \$54,662	\$56,469	\$58,279	\$60,086	\$61,895	\$63,703	\$65,512	\$67,320
	<del>C \$60,068</del>	<del>\$62,054</del>	<del>\$64,043</del>	<del>\$66,029</del>	<del>\$68,016</del>	<del>\$70,003</del>	<del>\$71,991</del>	<del>\$73,978</del>
13	A		\$61,895	\$63,703	\$65,512	\$67,320	\$69,128	
	<del>C</del>		<del>\$68,016</del>	<del>\$70,003</del>	<del>\$71,991</del>	<del>\$73,978</del>	<del>\$75,965</del>	
14	A			\$67,320	\$69,128	\$70,935		
	<del>C</del>			<del>\$73,978</del>	<del>\$75,965</del>	<del>\$77,951</del>		
15	A				\$70,935	\$72,745		
	<del>C</del>				<del>\$77,951</del>	<del>\$79,940</del>		
16	A					\$72,745	\$74,552	
	<del>C</del>					<del>\$79,940</del>	<del>\$81,925</del>	
17	A						\$76,359	
	<del>C</del>						<del>\$83,911</del>	
18	A							\$78,168
	<del>C</del>							<del>\$85,899</del>
19	A							\$79,977
	<del>C</del>							<del>\$87,887</del>
20+	A \$56,469	\$58,279	\$60,086	\$63,703	\$65,512	\$69,128	\$74,552	\$81,785
	<del>C \$62,054</del>	<del>\$64,043</del>	<del>\$66,029</del>	<del>\$70,003</del>	<del>\$71,991</del>	<del>\$75,965</del>	<del>\$81,925</del>	<del>\$89,874</del>

A= Salary  
C= Total ITRS

**APPENDIX A**  
Salary Schedule  
2019-2020

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 \$35,642	\$37,495	\$39,349	\$41,201	\$43,055	\$44,909	\$46,763	\$48,615
	<del>C \$39,167</del>	<del>\$41,203</del>	<del>\$43,241</del>	<del>\$45,276</del>	<del>\$47,313</del>	<del>\$49,351</del>	<del>\$51,388</del>	<del>\$53,423</del>
2	A \$37,495	\$39,349	\$41,201	\$43,055	\$44,909	\$46,763	\$48,615	\$50,469
	<del>C \$41,203</del>	<del>\$43,241</del>	<del>\$45,276</del>	<del>\$47,313</del>	<del>\$49,351</del>	<del>\$51,388</del>	<del>\$53,423</del>	<del>\$55,460</del>
3	A \$39,349	\$41,201	\$43,055	\$44,909	\$46,763	\$48,615	\$50,469	\$52,322
	<del>C \$43,241</del>	<del>\$45,276</del>	<del>\$47,313</del>	<del>\$49,351</del>	<del>\$51,388</del>	<del>\$53,423</del>	<del>\$55,460</del>	<del>\$57,497</del>
4	A \$41,201	\$43,055	\$44,909	\$46,763	\$48,615	\$50,469	\$52,322	\$54,175
	<del>C \$45,276</del>	<del>\$47,313</del>	<del>\$49,351</del>	<del>\$51,388</del>	<del>\$53,423</del>	<del>\$55,460</del>	<del>\$57,497</del>	<del>\$59,533</del>
5	A \$43,055	\$44,909	\$46,763	\$48,615	\$50,469	\$52,322	\$54,175	\$56,029
	<del>C \$47,313</del>	<del>\$49,351</del>	<del>\$51,388</del>	<del>\$53,423</del>	<del>\$55,460</del>	<del>\$57,497</del>	<del>\$59,533</del>	<del>\$61,570</del>

6	A	\$44,909	\$46,763	\$48,615	\$50,469	\$52,322	\$54,175	\$56,029	\$57,881
	C	\$49,351	\$51,388	\$53,423	\$55,460	\$57,497	\$59,533	\$61,570	\$63,605
7	A	\$46,763	\$48,615	\$50,469	\$52,322	\$54,175	\$56,029	\$57,881	\$59,736
	C	\$51,388	\$53,423	\$55,460	\$57,497	\$59,533	\$61,570	\$63,605	\$65,644
8	A	\$48,615	\$50,469	\$52,322	\$54,175	\$56,029	\$57,881	\$59,736	\$61,588
	C	\$53,423	\$55,460	\$57,497	\$59,533	\$61,570	\$63,605	\$65,644	\$67,679
9	A	\$50,469	\$52,322	\$54,175	\$56,029	\$57,881	\$59,736	\$61,588	\$63,443
	C	\$55,460	\$57,497	\$59,533	\$61,570	\$63,605	\$65,644	\$67,679	\$69,718
10	A	\$52,322	\$54,175	\$56,029	\$57,881	\$59,736	\$61,588	\$63,443	\$65,295
	C	\$57,497	\$59,533	\$61,570	\$63,605	\$65,644	\$67,679	\$69,718	\$71,753
11	A	\$54,175	\$56,029	\$57,881	\$59,736	\$61,588	\$63,443	\$65,295	\$67,150
	C	\$59,533	\$61,570	\$63,605	\$65,644	\$67,679	\$69,718	\$71,753	\$73,791
12	A	\$56,029	\$57,881	\$59,736	\$61,588	\$63,443	\$65,295	\$67,150	\$69,003
	C	\$61,570	\$63,605	\$65,644	\$67,679	\$69,718	\$71,753	\$73,791	\$75,827
13	A			\$63,443	\$65,295	\$67,150	\$69,003	\$70,856	
	C			\$69,718	\$71,753	\$73,791	\$75,827	\$77,864	
14	A					\$69,003	\$70,856	\$72,709	
	C					\$75,827	\$77,864	\$79,900	
15	A						\$72,709	\$74,563	
	C						\$79,900	\$81,937	
16	A						\$74,563	\$76,416	
	C						\$81,937	\$83,974	
17	A							\$78,268	
	C							\$86,009	
18	A							\$80,122	
	C							\$88,046	
19	A							\$81,977	
	C							\$90,085	
20+	A	\$57,881	\$59,736	\$61,588	\$65,295	\$67,150	\$70,856	\$76,416	\$83,830
	C	\$63,605	\$65,644	\$67,679	\$71,753	\$73,791	\$77,864	\$83,974	\$92,121

A= Salary

C= Total ITRS

## 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.

## HIGH SCHOOL

Band	0.0991
Chorus	0.0991
Orchestra	0.0991
Drama	0.0991
Scholastic Bowl	0.0991
Robotics First Tech Challenge	0.0771

Chess	0.0729
Department Head	0.0729
Student Council	0.0630
Interracial Club	0.0630
Debate	0.0630
Peer Mediation	0.0526
Newspaper	0.0398
Yearbook	0.0398
Aquatics	0.0349

#### MIDDLE SCHOOL

Intramurals/Athletics	0.0464
Band	0.0526
Chess	0.0729
Chorus	0.0464
Orchestra	0.0526
Drama	0.0398
Scholastic Bowl	0.0729
Student Council	0.0630
Interracial Club	0.0630
Robotics First Lego League	0.0464
Peer Mediation	0.0526
Newspaper	0.0349
Yearbook	0.0349

#### ADDED RESPONSIBILITIES - DIFFERENTIALS

Curriculum Implementation Leader	0.177
District Band, Orchestra, Chorus Assistant Director	0.0526
E-Sports	0.0771
Science Olympiad	0.0771
District Band, Orchestra, Chorus Director	0.0991
Secondary Reading Support Coach	0.0991
CAPA / Gifted Coordinator	0.1178
Multi-Classroom Leader	0.177
PAR PCT	0.1888
District Curriculum Coordinator	0.1178
Team Leader	0.0729
Head Teacher	0.0729
Instructional Technology	0.0729
Teacher Technology Support	0.1178
Designated Teacher	0.0349
Robotics Jr. First Lego League	0.0349
Consulting Teacher	0.0589
Local Professional	
Development Committee	0.0589
Student Council – Elem.	0.0349
Patrol	0.0177

#### ADDED RESPONSIBILITIES - STIPENDS

Curriculum Leadership Team	\$1000
New Teacher Mentor – 1 Mentee	\$2000
New Teacher Mentor – 2 Mentee	\$2250
New Teacher Mentor – 3 Mentee	\$2500

#### Section D:

Those staff members who are hired at the high school level for athletic differentials are eligible for experience credit. Experience credit will not be awarded for experience in a different sport or at a different level.

In order to receive experience credit for previous similar experience, the staff member must provide evidence of this experience. Evidence could be, but is not limited to, a letter from the previous employer, pay stub or W-2 form. Evidence will be verified through a verification of experience form that can be obtained on the district website. One season in a sport would equal one year credit in the same sport for Rockford differential credit. In the case of a year-long activity, nine months would equal one year credit in the same activity for Rockford differential credit.

Evidence of previous experience will be submitted to the district athletic director who will submit all information to the Human Resources department, with a copy to the REA, for verification and processing.

Examples of experience that is eligible for credit:

- One season of being a football coach or assistant coach in a public or private high school = one year of credit in Rockford
- One season or nine months of cheerleader coaching or assistant coaching in a public or private high school = one year of credit in Rockford for the cheerleading differential
- One season of coaching or assistant coaching through Roy Gayle (or Boys and Girls Club or similar group) with students who are high school age = one year of credit in Rockford in the same sport
- Nine months of work as a trainer at a private health facility = one year of credit in Rockford for the weight room differential

Athletic Differentials	1-2 years	3-5 years	6+ years
<b>Football</b>			
Head	0.1345	0.1574	0.1667
Assistant	0.0928	0.1115	0.1218
<b>Basketball</b>			
Head	0.1345	0.1574	0.1667
Assistant	0.0928	0.1115	0.1218
<b>Swimming</b>			
Head	0.0991	0.1221	0.1298
Assistant	0.0722	0.0902	0.0974
<b>Track</b>			
Head	0.0991	0.1221	0.1298
Assistant	0.0722	0.0902	0.0974
<b>Cross Country</b>			
Head	0.0771	0.0902	0.0974
Assistant	0.0630	0.0796	0.0860
<b>Baseball/Softball</b>			
Head	0.0991	0.1221	0.1298
Assistant	0.0722	0.0902	0.0974
<b>Wrestling</b>			
Head	0.0991	0.1221	0.1298
Assistant	0.0722	0.0902	0.0974
<b>Tennis</b>			
Head	0.0771	0.0902	0.0974
Assistant	0.0630	0.0796	0.0860
<b>Golf</b>			
Head	0.0771	0.0902	0.0974
Assistant	0.0630	0.0796	0.0860
<b>Volleyball</b>			
Head	0.0991	0.1221	0.1298
Assistant	0.0722	0.0902	0.0974
<b>Soccer</b>			
Head	0.0991	0.1221	0.1298
Assistant	0.0722	0.0902	0.0974
<b>Bowling</b>			
Head	0.0425	0.0497	0.0529
Assistant	0.0338	0.0422	0.0450
<b>Bass Fishing</b>			
Head	0.0425	0.0497	0.0529
Assistant	0.0338	0.0422	0.0450
<b>Cheerleading</b>			
Head	0.0991	0.1221	0.1298
Assistant	0.0722	0.0902	0.0974
<b>Ticket Manager</b>			
Head	0.0771	0.0902	0.0974



Pompom Assistant	0.0771	0.0902	0.0974
Poms/Dance Student Athletic	0.0630	0.0796	0.0860
Coordinator	0.1888	0.2116	0.2209
Weight Room Coordinator	0.0771	0.0902	0.0974
Head Athletic Trainer			
High School	0.7000	0.8197	0.8545

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 attendance 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.

## MEMORANDUM OF UNDERSTANDING

### SPECIAL EDUCATION CLASS SIZE AND CASE MANAGEMENT LIMITS

This Memorandum of Understanding (Memorandum) is entered into by and between the Rockford Education Association, Inc. (“REA”) and the Rockford Board of Education of the Rockford Public Schools, District No. 205 Boone and Winnebago Counties, Illinois (“the District”) this 20th day of March, 2017.

The REA and the District have agreed that the District will work to ensure that there is sufficient staff available so that all services required under students’ IEPs can be provided at a requisite level of intensity.

The Rockford School District will adhere to class size and case management workload limitations in this memorandum to the Professional Agreement. The class sizes and workloads set forth below shall be established as the standards for the maximum number of students.

When an overage in special education class size or case management limits occurs, the special education staff member shall notify the Assistant Principal of Special Education. Within ten (10) days of the initial occurrence, the overage will be rectified. When the situation is not easily rectified, the Assistant Principal of Special Education will notify the Executive Director of Special Education or designee who will have ten (10) days to rectify the situation. This second set of ten days may include the convening of a Review Committee. Members of the Review Committee will include but not be limited to: the building principal, Assistant Principal of Special Education, special education staff member (and/or case manager) and REA representative. The plan developed by the Review Committee may include (but will not be limited to) adjusting caseloads or increasing allocations. Such plan will be implemented within ten (10) days of the committee’s meeting.

#### 1. Special Education Class Size

Category of Classroom	Class Size Limits with Teacher Only	Class Size Limits with Teacher and Paraprofessional	Class Size Limits with Teacher and Two Paraprofessionals
Students 20% or less in Special Education	15	NA	NA
Students with more than 21% but less than 60% in Special Education	10	15	NA
Students with 61% or more in Special Education	8	13	NA
Students served in LI/M1 (moderate) program	5	8	13
Students served in LI/M1 (severe), LI/AU, SCED Programs	NA	5	10
SC Early Childhood Programs	NA	1-5	6-10
SC Hearing Impaired Programs	5	10	NA

#### 2. Case Management Workload

The Board and the Association recognize that the ISBE required the identification of limits on the workload of its special educators so that all services required under students’ IEPs, as well as all needed ancillary and support services, can be provided at the requisite level of intensity. Each workload is based on an analysis of the activities for which the special educator is responsible and encompasses, but is not limited to: individualized instruction, consultative services and other collaboration among staff members, attendance at IEP meetings and other staff conferences, and paperwork and reporting.

Category of Workload	Maximum District Commitment	Suggested District Target	Professional District Target
School Psychologist	1/1250	1/1000	1/1000

Speech and Language Therapist	1/60 caseload Not to exceed 100 SRS	100 SRS drives the number of students	100 SRS drives the number of students
School Social Worker	1/1800	1/800	1/500
School Nurse	1/1000	1/825	1/750

Category of Workload	Maximum Number of Students	Suggested Number of Students
Early Childhood, Elementary Team Taught	17	15
Elementary Instructional	13	13
Secondary Co-taught, Instructional, Collaboration	17	15
LI/MI (moderate)	13*	13*
LI/MI (severe)/AU/HI/ED	10*	10*
Early Childhood Self contained	15	12
Itinerant OI/VI/HL Teachers	17	15

\*Limited to students assigned in that program

## MOU - Evaluation Subcommittee

### Evaluation

The Association and the District agree to establish a committee for the purpose of redesigning the (Rockford adaptation) Danielson evaluation process and plan with the intent of complying with the laws of Illinois (Senate Bill 7 and PERA).

The Evaluation committee will meet during the 2015-2016 school year. The REA President and the Superintendent or designee will each identify a minimum of four (4) individuals to serve on each team or equal representation from the Association and the District. This committee will meet at mutually agreeable times and dates.

The current Evaluation Plan will remain in effect until such time as a new plan is mutually agreed upon.

The Evaluation committee shall collaboratively agree upon revisions to the current Evaluation Plan and procedure as soon as possible, but no later than the Spring of 2018. The revised plan and procedure will be forwarded to the Superintendent and Association President for ratification and implementation no later than the beginning of 2018-2019 school year. The resulting changes will be included in the Professional Agreement and Evaluation Plan document as recommended by the committee.

If no agreement is reached, the current Evaluation Plan will continue in place

**ROCKFORD EDUCATION ASSOCIATION**

## **REA NEGOTIATIONS TEAM**

Dawn Granath  
Paul Goddard  
Cyndy Janssen  
Sheri Kennerly  
Chad Anderson  
Margo Olson  
Pamela Green  
Sharon Keena  
Kate Rehak  
Karen Williams  
Brian Sewell  
Kathy Rasmus  
Lisa Hilstad  
Andrew Smith  
Erin Olson  
Erin Andrist  
Emily Daub

## **REA EXECUTIVE BOARD MEMBERS**

Dawn Granath, President  
Paul Goddard, Vice President  
Chad Anderson, Secretary  
Cyndy Janssen, Treasurer  
Marian Jones, Ethnic Minority Director  
Kevin Talbott, Director Emeritus  
Kelli Girardin, 1 Elementary Director  
Andrew Smith, Area 1 Secondary Director  
Kathy Rasmus, Area 2 Elementary Director  
Mel Gilfillan, Area 2 Secondary Director  
Sherry Klotz, Area 3 Elementary Director  
Pamela Green, Area 3 Secondary Director  
Margo Olson, Area 4 Elementary Director  
George Bathje, Area 4 Secondary Director