Collective Bargaining Agreement

Rockdale School Board of Education

And

Rockdale Council of the American Federation of Teachers, Local 604 (R.C.A.F.T.)

2019-2020

2020-2021

2021-2022

2022-2023

ARTICLE 1
PREAMBLE

This agreement is entered into by and between the Rockdale Board of Education, District 84, Will County, Illinois (here after referred to as the "Board") and the Rockdale Council of the American Federation of Teachers Local 604 (herein after referred to as the "Union"). This agreement incorporates a number of understandings which derive from the parties' mutual belief that the education of our children is important. In fulfilling this objective, it is essential that board members, administrators, and teachers work cooperatively.

ARTICLE II
RECOGNITION

The Board of Education of Rockdale School District 84, Will County, Rockdale, Illinois, recognizes the Rockdale Council of the American Federation of Teachers Local 604, as the sole and exclusive negotiating agent for all full-time regularly employed and part-time tenured and non-tenured licensed personnel, except for the Superintendent and Principal.

ARTICLE III
TEACHER AND UNION RIGHTS

3.1 Right of Representation

When a teacher is required to appear before the Board or an Administrator for a formal discussion of his/her employment status or his/her salary as such, the teacher shall be given prior written notice, three (3) working days, of the specific reasons for such a meeting and shall be entitled to have a representative present to advise and counsel him/her if necessary. This requirement shall not apply to preliminary investigative interview(s) nor any conference held between an administrator and teacher pursuant to the normal evaluation procedure as provided for, in part, in this Agreement.

3.2 Personnel Folders

Written comments shall not be placed in a teacher's personnel folder without said teacher first seeing and reading them. With the exception of college credentials, the teacher shall have the right to examine his/her personnel folder upon request during regular business hours in the school office under the supervision of an administrator. The teacher shall receive a copy of all entries to his/her personnel folder upon request.

3.3 District Facilities and Equipment

A. The Union shall have the right to use faculty mailboxes for a reasonable volume of material relating to the conduct of the Union's business. All materials so disseminated through school channels shall be distributed simultaneously to the Principal and the Superintendent and shall clearly indicate authorship. (Distribution to the administration need not be made in case of personal communication between individuals within the Union.)

B. The Union shall have the right to hold a reasonable number of meetings on school district property after regular school hours provided such meetings in no way interfere with any aspect of the instructional program. Scheduling shall be through a school administrator.

C. Union representatives will be afforded a reasonable time on the agenda for the first and last Teacher Institute day to conduct Union business.

3.4 Right to District Records

The Union shall be furnished on request, as soon as practicable, regularly and routinely prepared information concerning the financial condition of the school district, including treasurer's reports, audits, a tentative budget approved by the Board, and pupil census data which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

3.5 Board Meetings – Notification

The President of the Union shall receive a copy of any written notice required by law of any regular or special meeting of the Board including summer vacation periods together with a statement of purpose of such meeting, insofar as practicable, twenty-four (24) hours prior to the scheduled time of each meeting. At all other times notification is posted in the office window.

A. **Board Meetings**
Board minutes will be available on the District's Homepage (www.rockdale.will.k12.il.us) following the approval of said minutes at the regularly scheduled Board meeting and can be found in the Board Items Tab.

B. **Policy Handbook**
The Board Policies Manual is available on the District's Homepage (www.rockdale.will.k12.il.us) and can be found in the Board Items Tab. Updates will follow once approved at the regularly scheduled Board Meeting.

3.6 Right to Organize

Teachers shall have the right to organize, join and assist the Union, and to participate in professional negotiations with the Board. The Board shall not discriminate against any teacher with respect to hours, wages, terms and conditions of employment or reasons of his/her membership in the Union, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement. No teacher shall be discriminated against by the Union by reason of non-membership in the Association.

3.7 Dues Deductions

The union will notify the district of any new members who have agreed to dues authorization and will notify the district of any current members who choose to cease paying dues pursuant to the terms of their signed membership/dues authorization card.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the board for the purposes

of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

The Board will make Union Dues payroll deductions upon written request by the employee on the form provided by the Union. This form will be provided to the Board by the Union. The Board shall honor employees' individually authorized deduction forms and shall make such deductions in the amount certified by the Union for dues, assessments, or fees unless such authority is revoked by the employee. Upon receipt of any such revocation the Board or its designee shall so advise the Union.

The District agrees to remit these dues and/or fees to the Union twice each month that dues/fees are deducted. A list of all employees within the bargaining unit and any deductions that have been made and the amount of each deduction shall accompany each remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) working days.

ARTICLE IV
PROFESSIONAL GRIEVANCE PROCEDURE

4.1 Definitions

A. Any claim by a teacher or the Union that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall constitute a grievance.

B. For the purpose of the grievance procedure, a "day" shall constitute as a day the school district's business office is open.

C. All grievances must be filed in writing within ten (10) days of the occurrence of the event giving rise to the grievance.

4.2 Procedures

The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, a Union representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Union, a grievance may be processed as follows:

Step #1 – The teacher or the Union may present the grievance in writing to the principal who will arrange for a meeting to take place within seven (7) days after receipt of the grievance. A union representative, if desired by the teacher, and the principal shall be present for the meeting. Within seven (7) days of the meeting, the grievant shall be provided with the principal's written response, including the reasons for the decision.

Step #2 – If the grievance is not resolved satisfactorily at Step #1, then the grievant may refer the grievance to the Superintendent or his/her official designee within six (6) days after the receipt of the Step #1 answer. The Superintendent shall arrange with the grievant or the Union for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it

deems necessary. Within ten (10) days of the meeting, the employee or the Union shall be provided with the Superintendent's written response, including the reasons for the decision.

Step #3 – Should the grievant not be satisfied with the disposition of the grievance at Step #2, the grievant may within ten (10) days of receiving the decision appeal to the Board of Education. This appeal, directed to the secretary of the Board, will be in writing and will be accompanied by a copy of the complaint and the decision rendered at Step #2. The Board will meet on the matter at the regularly scheduled board meeting, providing the appeal is received by the Board Secretary at least forty-eight (48) hours before the regularly scheduled meeting of the Board. This meeting will consist of the Board, Superintendent, Complainant, and his/her Union representative, if desired. Within five (5) working days after the meeting, the Board will provide a written decision, with supporting reasons, to all parties involved.

Step #4 – If the Union is not satisfied with the disposition of the grievance at Step #3, then attorneys from both sides will meet to arrive at a resolution. Each attorney's costs will be at each organization's own expenses.

Step #5 – If the Union and/or Board are not satisfied with the disposition of the grievance at Step #4, the Union and/or board may submit the grievance to final and binding arbitration. If a request for arbitration is not filed within thirty (30) days of the date for the Step #4 answer, then the grievance shall be deemed withdrawn. Expenses for the Arbitrator's services shall be borne equally by the Board and Union. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days. The Federal Mediation and Conciliation Service (FMCS, will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be binding on the parties.

His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the District and the Union, and his decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

A. No teacher shall be required to discuss any grievance in the absence of a representative unless said teacher so desires.

B. No reprisals of any kind shall be taken by the Board or the Union against a teacher because of his/her participation in this grievance procedure.

C. All records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.

D. The time limits at the step of this grievance procedure may be extended by written mutual agreement.

E. A grievant may withdraw a grievance at any time without prejudice.

4.2 A grievance must be filed and appealed within the time limits set forth above, or it shall be considered waived (if not filed in time) or settled on the basis of the last answer given (if not

appealed in time). If the Board does not give its answer within the time limits set forth above, the grievance shall move to the next step of the Grievance Procedure.

4.3 It is understood that, with the written agreement of both parties, the time limits specified in this Grievance Procedure may be extended or waived.

ARTICLE V
EMPLOYEE EVALUATION

5.1 Evaluations for non-tenured and tenured teachers

A. The evaluation form shall provide for comments to be made by the evaluator in each of the areas of the form. Such comments shall be required for a rating of excellent, proficient, needs improvement, or unsatisfactory.

B. Each formal evaluation document shall be completed in duplicate, and a copy signed by the evaluator and the teacher shall become part of the teacher's personnel file. As a result of the observation(s), each formal evaluation will be constructed and presented to the teacher within twenty (20) school days of the observation. The Administration will furnish a written copy of the evaluation to the teacher at least twenty-four (24) hours prior to the post-observation conference. If a negative evaluation is issued, the evaluator shall make recommendations which may include suggestions to the teacher on obtaining assistance to improve the quality of teaching and to eliminate difficulties noted in the evaluation.

C. The teacher shall have the right to comment on the evaluation, and such comments shall be attached to the formal evaluation and become part of the permanent record.

D. Evaluations will be based upon an evaluation plan which will follow the components for evaluation as outlined by the Illinois School Code, Performance Evaluation Reform Act (Senate Bill 7) and/or the Rules and Regulations of the Illinois State Board of Education.

E. Administration must provide a minimum of five (5) days' notice for all formal observations and the pre-observation meeting shall be a minimum of one (1) day before the observation.

5.2 Non-tenured Teachers

A. The classroom teaching performance of non-tenured teachers shall be formally evaluated a minimum of twice each school year.

B. Within six (6) weeks after the beginning of his/her employment, the building principal shall acquaint each beginning teacher with the evaluation instruments to be utilized and the procedure to be followed. No formal evaluation of classroom teaching performance may take place until such orientation has been completed.

C. The minimum number of formal classroom evaluations provided for in 5.2A above shall be in writing, preceded by an in-class observation of the teacher's performance. Nothing prohibits qualified administrators from conducting evaluations of a teacher's

performance and/or assigned duties more frequently in any year than set forth in Article V.

D. Evaluation time lines shall be as follows:

1. The first formal observation will be completed by October 31st.
2. The second formal observation will be completed on or before March 1st.

E. No later than April 1st, the evaluator shall complete a final evaluation report and make recommendations as to reemployment for each probationary teacher. A copy of the recommendations shall be furnished to the teacher no later than April 1st. This document shall not make reference to information which has not previously been made known to the teacher.

5.3 Tenured Teachers (Continual Contractual Service)

A. All teachers in continued contractual service will be evaluated every other year. Evaluations will include one independent observation inclusive of pre- and post-conferences. Nothing prohibits qualified administrators from conducting evaluations of a teacher's performance and/or assigned duties more frequently in any year than set forth in Article V.

B. The observation(s) will be completed on or before March 1st.

C. The Rockdale Board of Education shall retain the right to additional observations and subsequent evaluations in situations that they deem necessary and proper during the two-year evaluation cycle. In such cases when additional observations are requested, the teacher and Union president will receive formal notice of the additional observations to be made. The evaluation process will then proceed in the prescribed manner as stated above.

D. Teachers retain the right to request and receive additional evaluations. Evaluations will be completed within twenty (20) working days of the request, excluding the months of September and May. Each observation may be conducted by a different administrator.

E. A professional development plan shall be completed as required by 105 ILCS 5/24 A-5(2)(h) for a teacher who receives a rating of "needs improvement" in a formal summative evaluation.

F. A tenured teacher who receives a rating of "unsatisfactory" in a formal summative evaluation shall follow the remediation procedure set forth in 105 ILCS 5/24 A-5(2)(i), provided the basis for the unsatisfactory rating is the result of possible remedial teaching performance. The remediation procedure in 5/24 A-5(2)(i) shall not apply if the basis for teacher dismissal is irremediable teacher misconduct.

ARTICLE VI
JOINT BOARD-UNION PROFESSIONAL CONCERNS COMMITTEE

The Board of Education will authorize a committee of administrators and Board members to meet with the representatives of the Union. These meetings shall be at mutually agreeable times and dates to discuss issues of concern. Agenda items shall be exchanged by the Principal and Union president at least three (3) school days before each meeting. These meetings shall be

"meet & confer" sessions, but this does not prohibit the parties from arriving at mutually agreed resolutions of issues. This committee shall consider, evaluate, and may make recommendations to the Board regarding non-contractual professional matters of mutual concern. This committee shall meet bi-monthly—September through May—unless both sides agree to cancel a meeting. A June meeting will be scheduled if necessary. This committee shall periodically report to the Board and may make a final recommendation to the Board upon completion of deliberations relative to professional matters under consideration which require Board action. Meetings and specific topics for consideration may be initiated by the Board, the Administration or the Union.

ARTICLE VII
LEAVES

7.1 Sick Leave

Each full-time teacher shall be entitled to fifteen (15) days of paid sick leave per school year, which may accumulate to three hundred and forty (340) days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, illness, or death in the immediate family or household. The immediate family for purposes of this section, shall include, parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, legal guardians, and civil union partners.

A teacher who is sick and/or disabled and thus physically unable to teach as a consequence of his/her illness and/or disability, shall be entitled to utilize accumulated sick leave during such periods of illness or disability provided a doctor's certification is filed with the office. If any teacher shall have exhausted all accumulated sick leave, the teacher may request of the school board a leave of absence without pay for illness or disability.

7.2 Leave of Absence

A leave of absence without pay may be granted to an Employee who has been in the employment of the district for at least four years for any absence the Board of Education deems valid. The request for such leave shall be in writing at least sixty (60) days prior to the date of the leave requested and shall include such information as the reason for the request and the length of the leave desired. The Superintendent may waive the 60-day notice requirement in instances of an emergency nature.

An employee granted leave may be eligible to remain on the group health insurance plan provided the Employee pays the entire premium for the length of the leave. It will be the employee's responsibility to make payment on the monthly premium due date in a timely fashion. Premium costs are payable directly to the school district. Failure to pay on time will result in a loss of coverage. *Employees granted leave are subject to the agreement of the master contract with the district's insurance carrier and should familiarize themselves with all requirements for eligibility on the group's plan. Some contracts require 30 hrs. per week for eligibility.

An employee granted such leave and upon returning:

A. Shall maintain tenure status but shall not receive credit on the salary schedule for the period of absence.

B. Shall be placed in the salary schedule at the same line they were at upon taking the leave.

C. Shall be reinstated in a position for which he/she is qualified.

D. Shall not receive advancement on the seniority list for the time spent on leave.

7.3 Professional Leave

The Superintendent may grant as many days of professional leave to each employee as he deems fit and proper. Professional leave days may be used for any professional purpose including but not limited to the viewing of other instructional techniques or programs, conferences, workshops, or seminars conducted by colleges, universities, the AFT and/or affiliate departments thereof. The employee shall request the use of a professional leave day at least one (1) week in advance of his/her use of a professional day.

7.4 Personal Leave

All requests for personal leave must be submitted in writing to the Superintendent (principal) on the approved form "Application for Personal Leave," except in emergency situations. All requests for personal leave must be submitted at least three (3) working days prior to the requested day. Each full-time teacher may request up to three (3) personal days per year. Part-time teachers with a fifty percent (50%) full-time equivalency (FTE) or greater will receive a pro-rated number of personal days. No requests will be approved if the operation of the school will be adversely affected because of the lack of available substitute personnel. No reason need be given for personal day use. A limit of two (2) teachers per day may use personal days. No personal leave, including first requests, may be taken at the following times:

A. During the first five (5) days of the school year.

B. At any time which would extend a school vacation period as scheduled in the school calendar.

C. At any time which would extend a holiday, as scheduled in the school calendar.

D. During the last five (5) days of the school year unless a child or spouse of the teacher may be graduating from a grade school, college, or other advanced school. If this situation occurs, all efforts should be made by both teacher and principal to insure that the teacher be absent no more than one (1) day.

The above constraints may be waived by the superintendent. Unused personal days may be rolled over to the following year as sick leave days. In the event a request for personal leave is denied, the teacher will be notified, with a specific reason for denial, as far in advance as possible, but no later than the second to last working day prior to the requested personal day. Every effort should be made by the superintendent (principal) to notify the teacher in writing prior to the requested day; however, the teacher must be given a written reason no later than the end of the second working day following the requested personal leave day. The reason for denial shall be final.

7.5 Child-Rearing

A. **Child Care Leave:** Child care leave shall be defined as a leave granted for maternity, paternity, foster, or adoptive parenthood. It is understood that foster parenthood will apply to cases involving children under the age of ten (10) years. A teacher covered by this Agreement shall be permitted a leave of absence without compensation, without loss of tenure, or position on the salary schedule under the following conditions:

1. 1. If a child care leave is desired, the teacher shall arrange for a meeting with the Superintendent at least 120 calendar days prior to the anticipated leave. The purpose of this meeting shall be to work out the period of such leave subject to the provisions of this section. In the case of foster or adoptive parenthood, notification of anticipation of a leave shall be given to the Superintendent at the time the teacher has been notified of eligibility. Such notification of anticipated leave shall be placed on file with the Human Resources Office for a period of one year.

2. In order to preserve continuity of instruction, it is agreed that a child care leave shall, if at all possible, begin and/or end at a natural break in the quarter or semester. Notification of a teacher's intent to return shall be given to the Superintendent of Schools, or his/her designee, by March 1st prior to the date his/her leave expires. Failure to provide such notice will be viewed as a resignation by the teacher.
3. A child care leave shall not exceed the remainder of the school year in which it is granted and up to one additional school year. A request for extension of a child care leave shall be submitted to the Superintendent at least sixty (60) calendar days prior to the expiration date of the leave.
4. Upon returning from child care leave, a teacher shall be placed in the position he/she held at the time the leave commenced, if such position still exists, or a position for which he/she is qualified, if such is available.
5. Teachers who become pregnant and who wish to continue their employment on an active basis, will provide the Superintendent, or his/her designee, with documentation issued by a licensed physician, certifying her medical capacity to continue with active employment.

B. **Family and Medical Leave (FMLA):**
Eligible Employees are entitled to leave according to the terms of the Family and Medical Leave Act ("FMLA") subject to the following provisions:

1. "Eligible Employees" means an employee who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) months preceding the period of the requested leave.
2. Eligible Employee will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:
    i. The birth of a child and the care for the newborn child.
    ii. The placement with the employee of a child for adoption or foster care and the care for the newly placed child.
    iii. To care for the employee's spouse, child, parent, or employee's household with a serious health condition.
    iv. A serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
    v. For certain qualifying exigencies, as defined by FMLA, arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.
3. FMLA leave shall be extended for up to a total twenty-six (26) weeks per twelve (12) month period to care for a spouse, son, daughter, parent or next of kin who is a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward

from the date an employee uses any FMLA leave. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks, which has not been used during the immediately preceding twelve (12) months.

4. Employees taking FMLA leave to care for a child, spouse, parent, employee's household or the employee's own serious health condition may use accrued paid sick leave days concurrently with the running of the period of FMLA leave. For that period of FMLA leave for the birth and care of a newborn child during which the employee is unable to perform one or more of the functions of his or her job, the employee may use accrued paid sick leave days (for conditions for which sick leave is applicable) concurrently with the running of the period of FMLA leave.
5. In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the employee, family member, or member of the employee's household, the employee will provide the Superintendent with at least thirty (30) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the employee will provide notice of the need for such leave as soon as practicable. Whenever feasible, the employee will provide the Superintendent with at least thirty (30) calendar days advance notice of intent to return from the leave.
6. FMLA leaves will be governed by the terms of the Act and the regulations issued by the U.S. Department of Labor, subject to the terms of this Agreement. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

7.6 Leave for Military Service and Annual Training

A. A teacher who is called to active service or deployment by the Illinois National Guard or any branch of the United States Armed Forces (active or reserve units) shall not suffer loss of pay or benefits as may be required by federal or Illinois law for mandatory active service in the military. However, the employee will reimburse the District (or consent to reduction in pay or benefits by the District if the law allows) for any monies received by him/her while on active military duty. The employee shall be granted leave for military service from the date he/she is ordered to report for active military service until the 30th day following the date of the employee's discharge or termination of active military service. The District's obligation to pay the employee's salary or benefits shall terminate on that 30th day following the employee's discharge or termination from active military service or shall terminate on the day the employee returns to work in the District, which every comes first.

B. The Board shall grant an employee leave for paid military family leave consistent with the provisions of the Family Military Leave Act (820 ILCS 151/5). "Family military leave" means leave requested by a teacher who is the spouse/partner in a civil union, parent, child, or grandparent of a person called to military service lasting longer than thirty (30) days with the State or United States pursuant to the orders of the Governor or President of the United States.

7.7 Bereavement Leave

Teachers shall be granted annually up to three (3) days of paid leave per incidence of death in the immediate family or household or for individuals with whom the teacher has close personal or familial relationship. The term "immediate family" shall be defined as those individuals listed in Section 7.1 of this Agreement.

ARTICLE VIII
EMPLOYMENT CONDITIONS

8.1 Notification of Dangerous Environment or Health Hazards

The Superintendent shall notify any teacher, counselor, teacher aide or other affected parties immediately of any environmental or health risk which exists on district property in accordance with existing state and federal laws and regulations. These risks would include, but are not limited to, health conditions covered by the Will County Health Department's list of communicable and infectious diseases.

8.2 Staff Vacancies

If there are any vacancies that occur in teaching positions, the position will be posted via the District intranet and emailed to all staff so that current staff members may apply. It will be the administration's responsibility to notify the membership of this vacancy within five (5) days of the official date of the vacancy. When a vacancy occurs, current staff members shall be given consideration in filling the position provided the current staff member is qualified for the position and desires to fill the position. Interested, qualified staff will be granted an interview for the position

8.3 Employee Notification of Assignments

An employee shall be given written notice of his/her tentative assignments for the forthcoming year no later than sixty (60) days preceding the first day of the school term. In the event a change in such assignment is proposed less than forty-five (45) days prior to the start of the school term, the employee affected shall be notified within two working days of the decision to make change.

8.4 Employee Work Day

Each teacher shall be entitled to and be allowed a duty free, uninterrupted lunch period of not less than thirty (30) minutes in each school day in accordance with Section 24.9 of the Illinois School Code. Each teacher shall also be entitled to an average of forty (40) minutes of planning/prep time on full-attendance days. On partial-attendance days, classes will proceed using a shortened schedule, and all planning/prep times will be shortened accordingly. The teachers' work day is seven (7) hours and fifteen (15) minutes; the student day is six (6) hours and fifty (50) minutes.

8.5 Leaving the Building

The building principal or Superintendent may permit teachers to leave the building during their preparation and lunch periods. Proper notice must be given to the principal or Superintendent, and the teacher must sign out on the office log book.

8.6 Teacher Assignments and Responsibilities

A. Elementary classroom teachers may, under normal circumstances, use for preparation time and other professional responsibilities the periods during which their classes are administratively scheduled to receive instruction from music or physical education teachers.

B. Planning periods shall be used by teachers for enhancement of their professional performance and/or for instructional preparation.

C. Teachers will be required to attend one (1) thirty-minute faculty meeting, one (1) thirty-minute grade-level cluster meeting, and one (1) other thirty-minute meeting as needed per month. At a minimum, teachers will also attend Open House, Parent Conference Meetings, and one (1) additional after-school event per year.

D. When teachers attend meetings or functions specified by the Administration, not mentioned in C above, that extend their contractual work day, they shall be compensated at the rate specified in the extra-curricular clubs' schedule of this contract. This provision includes meetings just prior to and following the contractual work day along with any evening functions that require teacher attendance and participation. It shall be the teacher's responsibility to document his/her attendance and participation at meetings and events that take him/her beyond the contractual work day by filling out an appropriate form and submitting it to the principal.

E. As a result of Senate Bill 7, teacher individual evaluations will be affected by participation in school-sponsored committees.

8.7 Discipline Procedure

Disciplinary action other than warnings may be imposed upon a teacher only for just cause and through due process. In the event of any disciplinary action by an administrator toward a teacher, the following procedures will occur:

A. A conference with the administrator, the teacher, and a union representative, if requested, will be held.

B. A written reprimand or an official letter of Notice to Remedy may be placed in the teacher's personnel file.

1. The letter will not be placed in the teacher's file until he/she has the opportunity to read the material.

2. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature does not indicate agreement with the content.

3. A teacher shall have the right to answer the material within seven (7) days, in writing, and this answer shall be attached to the corresponding material.

8.8 School Calendar

In accordance with school law, the Board shall establish a school calendar that shall contain no more than 185 days which shall include five (5) emergency days and a combination of full institute days, half-day inservice workshop days, and the equivalent of two (2) parent-teacher conference days, providing a total of at least four (4) days. If the five (5) emergency days are not used for emergency purposes by May 1, they will be deducted from the end of the school year. The first parent conference day will be required for all parents, but the second parent conference day may be an option for the parents depending on the child's progress in school. All teachers will be present for the second conference but will meet only with parents of students in academic or behavioral difficulty and those parents who choose to have a parent conference.

Normally, no later than November 31st, the Superintendent and/or designee(s) shall meet with a committee of teachers and Union President or designee to discuss the calendar for the coming year.

8.9 Reduction in Staff

Any reduction in staff will be in accordance with Illinois School Code.

8.10 Extra-Curricular Posting

All extra-curricular openings for the upcoming school year will be made available to all teaching staff already under employment of Rockdale Public School by way of communicating via the District intranet and emailed to all staff members two (2) weeks prior to public posting of any kind.

8.11 Class Size

Every effort will be made by the administration to maintain class size and balance and establish the objectives listed below. Music and physical education classes are not affected by the recommended class size.

If any class roster exceeds twenty-eight students (28), then the teacher of that class will be provided with an aide for the classroom.

ARTICLE IX
SALARY, INSURANCE, AND
CATASTROPHIC SICK DAY DONATION PROGRAM

9.1 Hospitalization and Life Insurance Benefits

The school district will pay for teacher hospitalization and life insurance benefits at an 80/20 percent ratio. That is, the district will pay 80% of all costs and the teacher will pay 20% of all costs. The district will pay family coverage at the ratio of 77/23. These ratios will be in effect for the term of this agreement.

9.2 Salary - Part-time Teachers

Part-time employees covered by this agreement shall be entitled to salary and fringe benefits on a pro rata basis; according to their percentage time as compared to a regular full-time teacher, i.e. half-time would be 40% board 60% teacher for insurance benefits cost split.

9.3 Attendance Bonus

Teachers with no used sick time (whole or partial days) will be given an incentive bonus specified in the extra-curricular/clubs schedule of this contract payable at the end of the school term (before June 30). Sick days used due to death in the immediate family, School Code 122-24-6, will not be recorded against the incentive bonus provision.

9.4 Internal Subbing, Tutoring, and Detention

Teachers shall be reimbursed at the rate specified in the extra-curricular/clubs schedule of this contract for internal substituting occurring during planning periods and/or for tutoring services occurring during the non-contractual work day. All tutoring and/or substituting must be directed and/or authorized by the administration.

9.5 Extra-duty, Meetings, and Functions

The Administration and the Union shall convene during each school year to review and revise the District's extra pay program. The task force will be made up of an equal number of teachers (appointed by the Union President) and administrators (appointed by the Superintendent). This task force will review the current extra pay program and make recommendations for revisions. The task force will make its recommendations to the Superintendent and Union President no later than May 1 of each school year, with implementation of the new plan, if approved by the Board and Union, at the start of the following school year. All Board Approved revisions shall be attached to this contract as Appendix B. All extra-duty, meetings, and functions shall be paid at a rate specified in Appendix B.

9.6 Tuition Reimbursement Provision

The board shall reimburse each teacher up to $1,000 per fiscal year (July 1 through June 30) for graduate courses as well as prior district-approved undergraduate courses. Teachers planning to take advantage of this reimbursement must seek prior approval from the Superintendent. The request for approval must be on the appropriate District form and shall constitute an intention and not an obligation. The last column of the salary schedule will now read PHD, Double Masters, Masters +60; to move into this column, all new graduate-level course work must be approved by the Superintendent before the class begins. Reimbursement for such classes will be made following the next School Board meeting after a teacher shows evidence of tuition cost and satisfactory (C Average) completion of the course.

9.7 Catastrophic Sick Day Donation Program

The purpose of this program is to permit licensed staff who have a "catastrophic" condition as defined below to request donations of sick days from licensed staff. Licensed staff may donate no more than nine (9) total sick days in a year to others with a catastrophic condition, and may donate no more than three (3) days to a particular person in a year. This donation program serves as a way to bridge the gap from the point the person exhausted all of his or her sick days and personal days to the point the person returns to work or is on disability leave or other leave approved by the Board or collective bargaining agreement.

A. Eligibility to Receive Sick Days

This program is available to the full-time licensed staffs of the School District who have exhausted all of their accumulated sick leave, used their personal days, and suffer from a personal illness, disability, or hospitalization of a "catastrophic" nature. Catastrophic refers to life-threatening, extraordinary, or chronically debilitating medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include certain cancers and pregnancy/child-birth complications that are hazardous to the life of the mother and/or unborn child. In contrast, the flu, broken leg, and routine pregnancies are not considered catastrophic medical conditions. Generally, catastrophic medical conditions must be considered both long-term in nature and require long-term recuperation periods. A physician's statement certifying that the medical condition is life-threatening, extraordinary, or chronically debilitating must be submitted with the staff person's request to access this program. The Catastrophic Leave Committee shall determine whether a staff person qualifies for this program.

Any staff person who is receiving disability benefits or who is absent for illness or injury due to a work-related accident may not avail himself/herself of any benefits of this program. Any staff person who is on a Board-approved leave of absence shall be ineligible under this program.

B. Eligibility to Donate Sick Days

All full-time licensed staff members are eligible to donate sick days under this program. Individuals can decide, within each of their own discretion, whether they would like to participate in this program since it is purely voluntary. No person may donate more than three (3) sick days in a year to a person with a catastrophic condition and no more than nine (9) sick days in the aggregate in that same year to others with a catastrophic condition. Staff who elects to donate sick days will remain anonymous and will inform the superintendent of their intentions to participate in the program. The recipient of the donated days shall not know the identity of those donating sick days. Only the district superintendent and bookkeeper will have knowledge of those staff members donating days for record-keeping purposes.

C. Procedure

A person wanting to receive sick days under this program must first make a written request, that includes the physician's statement referenced in B, to the Superintendent asking to solicit sick days from others who are licensed staff. Within three (3) days of receiving the written request, the Superintendent shall convene the Catastrophic Leave Committee to determine whether the requesting person is eligible for this program. Within one (1) day of when the committee determines that the person is eligible, the Superintendent shall deliver a copy via email and via mailbox to the staff eligible to donate sick days. A staff person should respond to the request within ten (10) school days by contacting the Superintendent and executing any forms necessary to effectuate the transfer of the sick days.

The recipient of the sick days received in connection with this program must use said days during the school year in which the sick days were donated. Any unused sick days provided to a specific employee will go into a "sick bank" which will be reserved for the next employee approved to receive future catastrophic need. The "sick bank" must be exhausted before participating staff will be asked to donate days to any specific employee for that particular fiscal year.

D. Catastrophic Leave Committee
The Catastrophic Leave Committee shall be made up of four (4) members, consisting of the Superintendent, the Union President, and one designee by each. The decisions of the Committee shall be final and are not subject to a grievance, arbitration or other review.

ARTICLE X
RETIREMENT PLAN

The Board shall recognize the services of those teachers who have rendered creditable service to the District immediately preceding retirement and are eligible to receive pension benefits through the Teacher's Retirement System of the State of Illinois (TRS).

10.1 To Be Eligible, the Teacher:

A. Must have rendered at least fifteen (15) years of creditable service to Rockdale School District 84 immediately preceding his/her retirement.

B. Must be eligible to receive pension benefits through the Teachers' Retirement System of the State of Illinois.

C. No teacher may participate in this program unless he/she has sufficient service credit and/or age credit, under the Illinois Teachers' Retirement System to exempt the employer from the payment of any penalty or other additional amount, to the Teachers' Retirement System.

D. Must submit an irrevocable letter of resignation to the Board no later than May 1 of the school year preceding the last four full years of teaching.

E. The Board and individual members of the collective bargaining agreement who have signed a four (4) year letter of retirement can at any time during those four (4) years negotiate an earlier retirement that would be beneficial for both the employee as well as the school district.

F. Retirement shall in all instances occur only at the end of the school term.

10.2 Benefit

The Board shall increase the teacher's salary to a maximum of 6% in each of the teacher's final two (2), three (3), or four (4) years of employment with submission of an irrevocable letter of resignation by May 1 of the year preceding the initial 6% increase.

The Board shall pay 80% of the teacher's health insurance premium into the *Teachers' Choice Health Plan (TCHP) for five (5) years or up to age sixty-five (65), whichever occurs sooner. Board will permit teachers to pay family coverage under the plan at cost. *In the event TRS health insurance is not available to retirees in the first five years of retirement, the Board will compensate the retiree at the rate of the TRS premium immediately prior to that program's demise.

10.3 Conditions

The Board may, in its sole discretion, limit the number of teachers who retire under this plan in accordance with TRS guidelines. In the event of any limitation in the program, the teachers with the greatest District seniority shall have the participation option.

ARTICLE XI
MANAGEMENT RIGHTS

11.1 Rights and Authority

The board shall retain whatever rights and authority are necessary for it to effectively carry out its responsibilities delegated to it by the laws of the State of Illinois and School Code:

A. To determine its mission, functions, policies and all standards of service.

B. To plan, direct, control, and determine the operations or services to be conducted by the district, including but not limited to the methods of instruction, the selection of textbooks and teaching materials, and the utilization of teaching aids of all kinds with teacher input.

C. To determine the organized structure, number of personnel, and type of personnel to be employed at any time in carrying out the district's mission.

D. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment.

E. To assign, transfer or promote employees to various positions within the district.

F. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the board.

G. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of all employees, including non-classroom assignments according to the Illinois Educational Labor Relations Act of 1984. The Board, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by employee representatives. To preserve the rights of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreement prior to the effective date of the Illinois Educational Labor Relations Act of 1984, employers shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of the Illinois Educational Labor Relations Act of 1984.

Salary Schedule

During the first year of this agreement, teachers will receive the following raises: **2019-2020** two percent (2.0%) will be added to the base and teachers will advance one step.

2019-2020 Salary Schedule

Step	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30	MA+45	*PHD
0	$44,933	$45,523	$46,114	$46,704	$48,916	$49,653	$50,391	$51,128	$54,079
1	$45,452	$46,042	$46,633	$47,223	$49,435	$50,172	$50,911	$51,647	$54,597
2	$45,999	$46,589	$47,180	$47,770	$49,982	$50,719	$51,457	$52,193	$55,144
3	$47,128	$47,734	$48,339	$48,945	$51,213	$51,968	$52,726	$53,481	$56,508
4	$47,734	$48,339	$48,945	$49,548	$51,819	$52,574	$53,331	$54,087	$57,111
5	$48,339	$48,945	$49,548	$50,154	$52,491	$53,179	$53,935	$54,691	$57,718
6	$48,945	$49,548	$50,154	$50,759	$53,028	$53,784	$54,541	$55,297	$58,323
7	$49,548	$50,154	$50,759	$51,364	$53,634	$54,389	$55,145	$55,901	$58,928
8	$50,306	$50,910	$51,515	$52,121	$54,389	$55,145	$55,901	$56,658	$59,684
9	$51,061	$51,667	$52,272	$52,876	$55,145	$55,901	$56,658	$57,415	$60,440
10	$51,819	$52,423	$53,028	$53,634	$55,901	$56,658	$57,415	$58,171	$61,197
11	$52,574	$53,179	$53,784	$54,389	$56,658	$57,415	$58,171	$58,928	$61,953
12	$53,331	$53,935	$54,541	$55,145	$57,415	$58,171	$58,928	$59,684	$62,709
13	$54,238	$54,843	$55,448	$56,054	$58,323	$59,078	$59,835	$60,591	$63,617
14	$55,145	$55,882	$56,356	$56,961	$59,231	$59,986	$60,743	$61,499	$64,525
15	$56,054	$57,264	$57,264	$57,868	$60,138	$60,893	$61,651	$62,406	$65,433
16	$56,961	$58,171	$58,171	$58,776	$61,045	$61,800	$62,558	$63,313	$66,340
17	$57,868	$59,078	$59,078	$59,684	$61,953	$62,709	$63,466	$64,220	$67,247
18	$59,078	$59,684	$60,289	$60,893	$63,164	$63,919	$64,675	$65,433	$68,457
19	$60,289	$60,893	$61,499	$62,104	$64,373	$65,128	$65,886	$66,642	$69,667
20	$61,499	$62,104	$62,709	$63,313	$65,582	$66,340	$67,095	$67,853	$70,877
21	$62,709	$63,313	$63,919	$64,525	$66,793	$67,549	$68,306	$69,062	$72,087
22	$63,919	$64,525	$65,128	$65,733	$68,003	$68,760	$69,515	$70,273	$73,298
23	$65,433	$66,038	$66,642	$67,247	$69,515	$70,273	$71,028	$71,785	$74,810
24	$66,945	$67,549	$68,154	$68,760	$71,028	$71,785	$72,542	$73,298	$76,323
25	$68,457	$69,062	$69,667	$70,273	$72,542	$73,298	$74,054	$74,810	$77,836
26	$69,970	$70,575	$71,180	$71,785	$74,054	$74,810	$75,566	$76,323	$79,347
27	$71,482	$72,087	$72,693	$73,298	$75,566	$76,323	$77,079	$77,836	$80,860
28	$73,298	$73,903	$75,426	$75,112	$77,382	$78,138	$78,894	$79,651	$82,676
29	$75,112	$75,718	$76,323	$76,928	$79,197	$79,952	$80,710	$81,466	$84,492
30	$76,928	$77,531	$78,138	$78,743	$81,012	$81,767	$82,525	$83,307	$86,307
31	$78,743	$79,347	$79,952	$80,558	$82,827	$83,585	$84,340	$85,096	$88,121
32	$80,558	$81,164	$81,767	$82,374	$84,642	$85,399	$86,154	$86,912	$89,937
33	$82,676	$83,291	$83,886	$84,492	$86,760	$87,517	$88,272	$89,029	$92,054
34	$84,794	$85,399	$86,004	$86,609	$88,877	$89,634	$90,391	$91,147	$94,171
35	$86,912	$87,517	$88,121	$88,727	$90,996	$91,751	$92,509	$93,264	$96,291

H. To direct the working forces and maintain executive management and administrative control of the school district, its properties and facilities, and the conduct of its employees as related to school functions.

I. To change or eliminate equipment or facilities.

11.2 Changes in Law or School Code

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unendurable, or not in accordance with the minimum standard of the School Code, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE XII
CONTRACT RE-OPENER

The Board and the Council agree to negotiate the following items for the 2020-21, 2021-22, and 2022-23 school years:

a. Salary
b. Benefits (e.g. Insurance)
c. Retirement
d. Extra Duty & Sports Stipends

Negotiations shall begin by mutual agreement during the 2019-20 school year.

*PHD, Double Masters, Masters +60

Salary Committee

During the 2019-20 school year, the Superintendent and Council President will convene a joint committee to create a revised salary schedule structure. The number and selection of participants will be determined by the Superintendent and Council President. The committee may avail itself of additional resource individuals to assist in completing the work of the committee. The new structure will be subject to approval by the Board and the Union, with implementation targeted for the start of the 2020-21 school year and beyond. The amount to be applied to the new schedule will be one of the subjects to be discussed in the Contract compensation re-opener process.

Extra-Curricular Stipends

Sports

Group:	Stipend
Head Softball	$1,500.00
Assistant Softball	$1,000.00
Head Baseball	$1,500.00
Assistant Baseball	$1,000.00
V Girls' Basketball	$2,000.00
JV Girls' Basketball	$1,500.00
V Boys' Basketball	$2,000.00
JV Boys' Basketball	$1,500.00
4/5 Boys' Basketball	$750.00
4/5 Girls' Basketball	$750.00
V Girls' Volleyball	$2,000.00
JV Girls' Volleyball	$1,500.00
V Boys' Volleyball	$1,500.00
JV Boys' Volleyball	$1,000.00
Head Track	$1,500.00
Assistant Track	$1,125.00
Assistant Track	$1,125.00

Clubs:

Groups	Stipend
Book Club	$750.00
Entrepreneurship Club	$750.00
Music (Band/Choir)	$2,500.00
NJHS	$1,000.00
Robotics Club	$1,000.00
Science Club	$750.00
Science Club 2	$750.00
Set Design	$1,500.00
Student Government	$1,500.00
Swing Dance	$1,000.00
Swing Dance 2	$750.00
Yearbook	$750.00

Hours Expected	Stipend
21-25	750
26-50	1000
51-75	1250
75-100	1500
101-125	2000
126-150+	2500

	2019-2020
***Meeting And Functions**	$22.50 per hour
***Internal Subbing and Detention**	$26 per 45 min session
***Tutoring / (F.U.E.L.)**	$27 per 45 min session
Mentoring (Teacher / Teacher Program)	$500
***District Level Committee Work**	Unpaid / $22.50 per hour

*To be annually increased by $1each year

F.U.E.L. is paid for through the Health Community Grant

Committee Work Compensation:

Tier	Compensation
Tier I	$0
Tier II	$125
Tier III	$250
Tier IV	$500
Tier V	$900

- Must have 85% attendance to receive stipend.
- District level Committees shall be paid with limits of staff set by administrators and term limits may be applied. All Committees must be listed as paid / not paid at start of school year.
- All District 84 staff members are encouraged to participate in committees that contribute to teaching and learning in the district. Members of the Bargaining Unit who serve on district level committees which meet outside of the school day to study, plan or monitor changes in curriculum, instruction or programs will be compensated for these additional responsibilities, as identified above.

Signature Page

This Agreement is approved on 8/20/19 as written for the school years 2019-2020, 2020-2021, 2021-2022, and 2022-2023.

Rockdale School District 84, Board of Education

By _____ Attest _____
Board President Board Secretary

Rockdale Council of the American Federation of Teachers Local 604

By _____ Attest _____
President Secretary