

COLLECTIVE BARGAINING AGREEMENT

ROCKDALE SCHOOL BOARD OF EDUCATION DISTRICT 84

**AND ROCKDALE COUNCIL OF THE AMERICAN FEDERATION OF
TEACHERS LOCAL 604**

(R.C.A.F.T.)

FOR

2009-2010, 2010-2011, 2011-2012

ARTICLE 1
PREAMBLE

This agreement is entered into this 17th day of June, 2009, 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 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 nontenured certificated personnel, except for the Superintendent and Principal.

ARTICLE III
TEACHER AND UNION RIGHTS

A. 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, five 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 any conference held between administrator and teacher pursuant to the normal evaluation procedure as provided for, in part, in this Agreement.

B. 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.

C. District Facilities and Equipment

1. 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.)

2. 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.

D. 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.

E. 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 during 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.

1. Board Meetings

A copy of all Board minutes shall be sent to the Union's president as soon as practicable after preparation.

2. Policy Handbook

The Board shall provide an updated Board Policies Manual in the staff room which shall be available for teacher perusal during the regular school business hours.

F. 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.

G. Fair Share

It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, effective with the commencement of the forthcoming school year, if an employee does not join the Union, such employee shall:

1. Execute an authorization for the deduction of a sum equivalent to the proportional share of the cost of the collective bargaining process and contract administration; or
2. Pay directly to the Union a like sum.

In the event such authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the employee or the effective date of this Section, whichever is later, the Board will deduct from the regular salary check of the employee the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:

- a. The Union has posted the appropriate notices of imposition of such share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB); and
- b. The Union has annually certified in writing to the Board that amount of fair share fee and has annually certified in writing to the Board that such notice has been posted.

The parties expressly recognize the right of employees to challenge the amount of fair share. The parties acknowledge that such challenge will be handled pursuant to rules adopted by the IELRB.

In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IELRB, which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit all such fees to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

The parties expressly recognize their obligations to and the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the IELRB. If a non-member employee declares the right of non-association based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall be required to pay an equal amount to his or her proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach an agreement on the matter, a charitable organization shall

be selected from a list established and approved by the IELRB in accordance with its rules.

The Union agrees to indemnify and save the Board harmless against any claims, charges, demands, suits or other forms of liability which may arise by reason of any action taken or omitted by the Union or the Board in complying with the provision of this Section, including reimbursement for any legal fees or expense incurred in connection therewith. If any incorrect deduction is made the Union shall refund any such amount directly to the involved employee.

The Board agrees to notify the Union promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of the indemnity clause, demands, suits or other forms of liability.

ARTICLE IV PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions

1. 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.
2. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) working days before the close of the current school year, time limits shall consist of all work days.
3. All grievances must be filed in writing within ten workdays (10) of the occurrence of the event giving rise to the grievance or within ten (10) workdays from the time the Union should have been aware of the occurrence of the event giving rise to the grievance.

B. 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) working 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 is 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 American Arbitration Association of 225 N. Michigan Ave., Suite 2527, Chicago, IL, 60601, ph. 312-616-6500, 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.

1. No teacher shall be required to discuss any grievance in the absence of a representative unless said teacher so desires.
2. 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.

3. All records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.
4. The time limits at the step of this grievance procedure may be extended by written mutual agreement.
5. A grievant may withdraw a grievance at any time without prejudice.

ARTICLE V EMPLOYEE EVALUATION

A. Non-tenured Teacher

1. The classroom teaching performance of non-tenured teachers shall be formally evaluated a minimum of twice each school year.
2. 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 procedures to be followed. No formal evaluation of classroom teaching performance may take place until such orientation has been completed.
3. The minimum number of formal classroom evaluations provided for in #1 above shall be in writing, preceded by an in-class observation of the teacher's performance.
4. The evaluator shall have a meeting with the teacher within twenty (20) school days following the written evaluation. When 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.
5. The teacher shall have the right to attach an explanation to any evaluation or other materials that are placed in his/her personnel file.
6. 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. This document shall not make reference to information which has not previously been made known to the teacher.

B. Tenured Teachers

1. Evaluation
 - a. All teachers in continued contractual service will be evaluated every other year. Evaluations will include two independent observations inclusive of pre and post conferences.
 - b. As a result of the observations, one formal evaluation will be constructed and presented to the teacher.
 - 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 working days of the request, excluding the months of September and May. Each observation will be conducted by a different administrator.
2. The Evaluation form shall provide for evaluative comments to be made by the evaluator in each of the areas of evaluation. Such comments shall be required for a rating of excellent, satisfactory, or unsatisfactory.
3. The formal evaluation document shall be completed in duplicate, and a copy signed by the evaluator and the teacher and shall become part of the teacher's personnel file.
4. 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.
5. Evaluation time lines shall be as follows:
 - a. The first formal visit shall be accomplished on or before the end of the first semester.
 - b. The second formal visit shall be accomplished on or before April 1st.
 - c. The final evaluation conference shall be accomplished on or before the last day of the school term.
6. Unsatisfactory Evaluation:
 - a. Within 30 calendar days after the formal evaluation has been reduced to writing resulting in an overall rating of "unsatisfactory", a remediation plan shall be developed and initiated, provided the deficiencies are remediable.
 - b. The remediation plan shall require evaluations and ratings every 30 days during the 90 days immediately following the teacher receiving the remediation plan.
 - c. The evaluations and ratings shall be conducted by a qualified administrator and shall be in accordance with the time schedule as provided in the State Board of Education Rules and Regulations.
 - d. Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified administrator, and a consulting teacher.
 - e. Selection of a consulting teacher shall be in accordance with School Code 105 ILSC 5.24A-5.
 - f. In the event no qualified teachers from District 84 are willing to assume this responsibility, the State Board of Education shall provide a consulting teacher.
 - g. Any teacher who fails to complete the remediation plan with a satisfactory or better rating shall be dismissed in accordance with Section 24-12 or 34-85 of the School Code.
 - h. Statements made by the consulting teacher to or about the teacher under remediation shall be considered as privileged and confidential.
 - i. The consulting teacher shall not be engaged to evaluate the performance of the teacher under remediation.

- j. The consulting teacher shall have no loss of pay or benefits because of his/her involvement.
- k. With the approval of the Superintendent, released time shall be provided for the consulting teacher when necessary and appropriate.

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. This committee shall consider, evaluate, and may make recommendations to the Board regarding non-contractual professional matters of mutual concern. This committee shall meet the first week of November and April. 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

A. Sick Leave

Each full time teacher shall be entitled to fifteen (15) days sick leave per school year which may accumulate from year to year with a cumulative limit without the loss of pay.

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, and legal guardians.

A teacher who is not on maternity leave 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.

B. Leave of Absence

A leave of absence without pay may be granted to an Employee who has been in the employ of the district for at least three years for any absence the Board of Education deems valid. The request for such leave shall be in writing at least 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:

1. Shall maintain tenure status but shall not receive credit on the salary schedule for the period of absence.
2. Shall be placed in the salary schedule at the same line they were at upon taking the leave.
3. Shall be reinstated in a position for which he/she is qualified.

C. 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.

D. 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 teachers per day may use personal days. No personal leave, including first requests, may be taken at the following times:

1. During the first five (5) days of the school year.
2. At any time which would extend a school vacation period as scheduled in the school calendar.
3. At any time which would extend a holiday, as scheduled in the school calendar.
4. 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 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.

E. Maternity Leave

A teacher who is pregnant and wishes to take a maternity leave shall notify the superintendent in writing at least sixty (60) days prior to the anticipated date of birth and indicate the date the maternity leave is to begin. Maternity leave shall be an unpaid leave. A decision to revoke a maternity leave request or terminate a maternity leave prematurely must be made to the teacher no later than three (3) weeks following delivery of the child. This privilege of revoking the maternity leave request or prematurely terminating a maternity leave may be exercised only in the event of miscarriage or death of the infant which would obviate the need for the maternity leave. A teacher on maternity leave will not receive credit for vertical movement on the salary schedule or any other benefits for the time spent on leave that exceeds 90 days. The teacher may return to teaching upon written notice to the Superintendent. If the leave extends through the end of the school year, the teacher must notify the Superintendent of intent to return prior to February 1 preceding the school year the teacher wishes to return. The right of the pregnant teacher, embodied in the above, to specify the beginning date of her maternity leave (if any is to be taken) is subject to her ability and fitness to adequately and completely discharge her professional duties and responsibilities during the period of pregnancy until the date the leave begins.

Sick leave benefits will be paid only for necessary absence due to physician-certified pregnancy related illness or disability of an employee who does not take maternity leave under the provision of this section.

ARTICLE VIII EMPLOYMENT CONDITIONS

A. 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 diseases as well as any cases of Acquired Immune Deficiency Syndrome.

B. Staff Vacancies

If there are any vacancies that occur in teaching positions, the position will be posted so that current staff members may apply. If the vacancy occurs during vacation time the secretary of the Rockdale Council of the AFT will be notified within five (5) working days of the official date of the vacancy. It will be the secretary's responsibility to notify the membership of this vacancy in a timely manner. 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.

C. 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 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.

D. Employee Work Day

Each teacher shall be entitled to and be allowed a duty free, uninterrupted lunch period of not less than thirty minutes in each school day in accordance with Section 24.9 of the Illinois School Code. The teachers' work day is from 8:30 a.m. to 3:45 p.m.

E. Leaving the Building

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

F. Teacher Assignments and Responsibilities

1. 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.
2. Planning periods shall be used by teachers to enhance their professional performance by utilizing planning periods for instructional preparation.
3. Teachers will be required to do a one-time after school activity per year.
4. When teachers are required to attend meetings or functions that extend their contractual work day in excess of fifteen (15) minutes, they shall be granted compensation time. This provision includes meetings just prior to and following the contractual work day along with any evening functions that require teacher attendance and participation. This compensation time shall be calculated in quarter-hour increments and may be used as needed. To use compensation time, a teacher must make a request, in writing, to Administration at least twenty-four (24) hours before the requested time.

It shall be the teacher's responsibility to document their attendance and participation at meetings and events that take them beyond the contractual work day by filling out an appropriate form. The bookkeeper will be responsible for recording accumulated compensation time and the use of such time. This time may not accumulate from year to year. This provision does not apply to Open House, Parent Conference dates, or any other activity that a teacher volunteers for.

G. 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:

1. A conference with the administrator, the teacher, and a union representative, if requested, will be held.
2. A written reprimand or an official letter of Notice to Remedy may be placed in the teacher's personnel file.
 - a. The letter will not be placed in the teacher's file until he/she has the opportunity to read the material.
 - b. 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.
 - c. 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.

H. 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 5 emergency days and a combination of full institute days, half-day inservice workshop days, and the equivalent of 2 parent-teacher conference days, providing a total of at least 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.

I. Reduction in Staff

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

J. 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 posting in the staff lounge for two weeks prior to public posting of any kind.

ARTICLE IX SALARY AND INSURANCE

A. 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 3 year(s) term of this agreement.

B. 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.

C. Attendance Bonus

Teachers with no used sick time (whole or partial days) will be given an incentive bonus of \$175 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.

D. Tutoring and Chaperoning

Teachers shall be reimbursed at the rate of \$20.00 per hour for internal substituting or tutoring services as directed or as authorized by the administration during the teacher's non-contract and/or planning periods.

Extra duty pay, commonly called chaperoning, will be paid at the rate of \$15.50 per hour for 2009-2010, \$16.00 per hour for 2010-2011, and \$16.50 per hour for 2011-2012.

E. Tuition Reimbursement Provision

The board shall reimburse each teacher up to \$1500 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. 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.

F. Review

The co-curricular salary schedule agreement attached will be reviewed by a committee of the Board of Education and the Union during contract negotiations.

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).

A. To Be Eligible, the Teacher:

1. Must have rendered at least fifteen (15) years of creditable service to Rockdale School District 84 immediately preceding his/her retirement.
2. Must be eligible to receive pension benefits through the Teachers' Retirement System of the State of Illinois.
3. No teacher may participate in this program unless they have 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.
4. 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.
5. 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.
6. Retirement shall in all instances occur only at the end of the school term.

B. Benefit

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

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.

C. Conditions

1. 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.
2. If the amount of an employee's creditable earnings for any academic year used to determine the final rate of earnings for retirement in TRS exceeds the amount of his or her earnings for the previous academic year by more than 6%, then the employee will be required to make payment to TRS for any other payment or penalty. The school district shall be held harmless of any payment penalties as a result of the 6% cap requirement.

ARTICLE XI

A. Management Rights

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 without infringing on any rights or benefits accorded employees under the laws of the State of Illinois:

- 1.
- 2.
3. To determine its mission, functions, policies and all standards of service.
4. 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.
5. 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.
6. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment.
7. To assign, transfer or promote employees to various positions within the district.
8. 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.
9. 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.

10. 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.
11. To change or eliminate equipment or facilities.

B. Unlawful

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.

This Agreement is approved on _____ as written.

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

**ROCKDALE GRADE SCHOOL DISTRICT 84
TEACHER'S CONTRACT**

It is Hereby Agreed by and between the Board of Education of District 84, County of Will, State of Illinois, and _____, a legally qualified Teacher, that the said Teacher shall teach in the said School District for the school year 2009-2010 for the salary of \$ _____ payable in _____ equal installments at the end of each pay period as scheduled by the Board.

It is Further Agreed that said Teacher, in addition to teaching duties as assigned, shall assume such co-curricular duties as are assigned by the Board of Education, including, but not limited to, _____.

It is Further Agreed that this contract is subject to the School Laws of Illinois and the reasonable and lawful regulations of said Board.

Pursuant to any aye and nay vote taken and recorded at a lawful meeting of said Board of Education held at Rockdale, Illinois, on the _____ day of _____, _____

And by order of said Board of Education this contract is executed in duplicate this _____ day of _____, _____.

President

Teacher

Secretary

Rockdale Salary Schedule 2009-2010 5.25%

Step	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30	MA+45	PHD
0	36998	37498	37998	38498	40371	40996	41621	42245	44744
1	37473	37973	38473	38973	40846	41471	42096	42720	45219
2	37973	38473	38973	39472	41346	41971	42595	43220	45717
3	38473	38973	39472	39972	41413	42470	43095	43719	46217
4	38973	39472	39972	40472	42345	42969	43595	44219	46717
5	39472	39972	40472	40971	42845	43469	44093	44719	47217
6	40097	40596	41096	41596	43469	44093	44719	45343	47841
7	40721	41221	41721	42220	44093	44719	45343	45968	48466
8	41346	41845	42345	42845	44719	45343	45968	46592	49091
9	41971	42470	42969	43469	45343	45968	46592	47217	49715
10	42595	43095	43595	44093	45968	46592	47217	47841	50340
11	43344	43844	44344	44844	46717	47341	47967	48591	51089
12	44093	44702	45093	45593	47467	48091	48716	49340	51839
13	44844	45843	45843	46343	48216	48840	49465	50090	52588
14	45593	46592	46592	47092	48965	49590	50215	50839	53338
15	46343	47341	47341	47841	49715	50340	50964	51588	54087
16	47341	47841	48341	48840	50715	51339	51963	52588	55086
17	48341	48840	49340	49840	51714	52338	52963	53587	56086
18	49340	49840	50340	50839	52712	53338	53962	54587	57084
19	50340	50839	51339	51839	53712	54336	54962	55586	58084
20	51339	51839	52338	52838	54711	55336	55960	56586	59083
21	52588	53088	53587	54087	55960	56586	57210	57834	60332
22	53837	54336	54836	55336	57210	57834	58459	59083	61582
23	55086	55586	56086	56586	58459	59083	59708	60332	62831
24	56335	56835	57335	57834	59708	60332	60957	61582	64079
25	57584	58084	58584	59083	60957	61582	62206	62831	65329
26	59083	59583	60841	60582	62456	63081	63705	64330	66827
27	60582	61082	61582	62082	63955	64579	65204	65829	68327
28	62082	62581	63081	63580	65454	66078	66703	67348	69826
29	63580	64079	64579	65079	66953	67578	68202	68826	71325
30	65079	65579	66078	66578	68451	69077	69701	70326	72824
31	66827	67327	67827	68327	70201	70825	71450	72074	74573
32	68577	69077	69576	70075	71949	72574	73198	73823	76321
33	70326	70825	71325	71825	73698	74322	74947	75572	78070
34	72074	72574	73074	73573	75446	76072	76696	77321	79818
35	73823	74322	74822	75322	77196	77820	78445	79069	81568

Rockdale Salary Schedule 2010-2011 5.25%

Step	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30	MA+45	PHD
0	37984	38497	39010	39523	41446	42086	42728	43368	45933
1	38459	38972	39485	39998	41921	42561	43203	43843	46408
2	39441	39967	40493	41019	42991	43648	44306	44963	47593
3	39967	40493	41019	41544	43517	44174	44831	45489	48118
4	40493	41019	41544	42070	43587	44700	45357	46014	48644
5	41019	41544	42070	42597	44568	45225	45883	46540	49170
6	41544	42070	42597	43122	45095	45751	46408	47066	49696
7	42202	42727	43253	43780	45751	46408	47066	47723	50353
8	42859	43385	43911	44437	46408	47066	47723	48381	51010
9	43517	44042	44568	45095	47066	47723	48381	49038	51668
10	44174	44700	45225	45751	47723	48381	49038	49696	52325
11	44831	45357	45883	46408	48381	49038	49696	50353	52983
12	45620	46146	46672	47198	49170	49827	50485	51142	53772
13	46408	47049	47461	47987	49959	50616	51274	51931	54560
14	47198	48249	48249	48776	50747	51404	52062	52719	55349
15	47987	49038	49038	49564	51536	52193	52851	53508	56138
16	48776	49827	49827	50353	52325	52983	53640	54297	56926
17	49827	50353	50879	51404	53377	54034	54691	55349	57978
18	50879	51404	51931	52457	54428	55085	55743	56400	59030
19	51931	52457	52983	53508	55480	56138	56795	57453	60081
20	52983	53508	54034	54560	56532	57189	57847	58504	61134
21	54034	54560	55085	55612	57583	58241	58898	59556	62185
22	55349	55875	56400	56926	58898	59556	60213	60870	63500
23	56664	57189	57715	58241	60213	60870	61528	62185	64815
24	57978	58504	59030	59556	61528	62185	62843	63500	66130
25	59293	59819	60345	60870	62843	63500	64157	64815	67444
26	60608	61134	61660	62185	64157	64815	65472	66130	68758
27	62185	62711	64035	63762	65735	66392	67049	67707	70336
28	63762	64289	64815	65341	67313	67970	68628	69285	71914
29	65341	65866	66392	66918	68890	69547	70205	70884	73492
30	66918	67444	67970	68496	70468	71126	71783	72440	75069
31	68496	69022	69547	70073	72045	72703	73360	74018	76647
32	70336	70862	71388	71914	73886	74543	75201	75858	78488
33	72177	72703	73228	73754	75726	76384	77041	77699	80328
34	74018	74543	75069	75596	77567	78224	78882	79539	82169
35	75858	76384	76910	77435	79407	80065	80722	81380	84009

Rockdale Salary Schedule 2011-2012 5.25%

Step	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30	MA+45	PHD
0	39503	40043	40583	41123	43147	43821	44496	45170	47869
1	39978	40518	41058	41598	43622	44296	44971	45645	48344
2	40478	41018	41558	42098	44122	44796	45471	46145	48844
3	41511	42065	42619	43173	45248	45939	46632	47323	50091
4	42065	42619	43173	43725	45802	46493	47185	47877	50644
5	42619	43173	43725	44279	45875	47047	47738	48430	51198
6	43173	43725	44279	44833	46908	47600	48292	48984	51751
7	43725	44279	44833	45386	47462	48153	48845	49537	52305
8	44418	44970	45524	46078	48153	48845	49537	50229	52997
9	45109	45663	46217	46769	48845	49537	50229	50921	53688
10	45802	46354	46908	47462	49537	50229	50921	51613	54381
11	46493	47047	47600	48153	50229	50921	51613	52305	55072
12	47185	47738	48292	48845	50921	51613	52305	52997	55764
13	48015	48568	49122	49676	51751	52443	53135	53827	56595
14	48845	49519	49952	50506	52582	53273	53965	54657	57425
15	49676	50783	50783	51336	53412	54103	54796	55487	58255
16	50506	51613	51613	52166	54242	54933	55626	56317	59085
17	51336	52443	52443	52997	55072	55764	56456	57147	59915
18	52443	52997	53550	54103	56180	56871	57562	58255	61022
19	53550	54103	54657	55211	57286	57977	58670	59361	62129
20	54657	55211	55764	56317	58392	59085	59776	60469	63236
21	55764	56317	56871	57425	59500	60191	60884	61575	64343
22	56871	57425	57977	58531	60607	61299	61990	62683	65450
23	58255	58809	59361	59915	61990	62683	63374	64066	66834
24	59639	60191	60745	61299	63374	64066	64758	65450	68218
25	61022	61575	62129	62683	64758	65450	66142	66834	69602
26	62406	62959	63513	64066	66142	66834	67525	68218	70984
27	63789	64343	64897	65450	67525	68218	68909	69602	72368
28	65450	66004	67397	67110	69186	69878	70569	71262	74029
29	67110	67664	68218	68771	70847	71538	72231	72922	75690
30	68771	69324	69878	70432	72507	73198	73891	74606	77350
31	70432	70984	71538	72092	74167	74860	75551	76243	79010
32	72092	72646	73198	73752	75828	76520	77211	77904	80671
33	74029	74582	75136	75690	77765	78457	79149	79841	82608
34	75966	76520	77073	77627	79702	80394	81086	81778	84545
35	77904	78457	79010	79564	81640	82331	83024	83715	86483

EXTRA CURRICULAR STUDENT ACTIVITIES SCHEDULE

ACTIVITY	BASE SALARY
CHORUS	1000
YEARBOOK	1000
BOOKCLUB	1000
CLUB SWING	1000
STUDENT GOVERNMENT	1000
8 TH GRADE SPONSOR	1800
TECHNOLOGY	1000
SCHOLASTIC BOWL	1800
BAND	1800
FINE ARTS	1000
NATIONAL JUNIOR HONOR SOCIETY	650

***Each succeeding year of the contract there will be a 5% increase over the previous year's stipend.**

Should the need arise where the School Board and Club Sponsor for any activity feel an assistant would benefit any program, such a position will be established with pay equal to 60% if the stipend paid the Club Sponsor.

Any person currently receiving a stipend for an activity will receive a 5% increase over the previous year (2008-2009) and for each succeeding year of the contract.

EXTRA CURRICULAR SPORTS SCHEDULE

SPORT	BASE SALARY
ATHLETIC DIRECTOR	3885
VARSITY BASKETBALL	1785
VARSITY VOLLEYBALL	1785
JUNIOR VARSITY BASKETBALL	1785
JUNIOR VARSITY VOLLEYBALL	1785
6 TH GRADE BASKETBALL	1500
6 TH GRADE VOLLEYBALL	1500
4 TH AND 5 TH GRADE BASKETBALL	1260
BASEBALL	1000
FLAG FOOTBALL	1000
TRACK	1200
SPIRIT SQUAD	1000
GIRL'S SOFTBALL	1000

***Each succeeding year of the contract there will be a 5% increase over the previous year's stipend.**

Should the need arise where the School Board and Club Sponsor for any activity feel an assistant would benefit any program, such a position will be established with pay equal to 60% if the stipend paid the Club Sponsor.

Any person currently receiving a stipend for an activity will receive a 5% increase over the previous year (2008-2009) and for each succeeding year of the contract.