

**AGREEMENT  
BETWEEN  
ROCK ISLAND  
EDUCATION ASSOCIATION  
AND  
ROCK ISLAND  
DISTRICT NO. 41  
BOARD OF EDUCATION  
ROCK ISLAND, ILLINOIS  
2008-2011**

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## **PREAMBLE**

The Rock Island Board of Education, District No. 41, Rock Island County, Rock Island, Illinois (hereinafter referred to as the "Board"), and the Rock Island Education Association, an affiliate of the Illinois Education Association and the National Education Association (hereinafter referred to as the "Association"), recognize their common goal of providing the best education possible for the youth of the District. Both parties acknowledge that the attainment of this objective is the collective responsibility of the Board, the administrative and supervisory staff, the Association, and the professional teaching personnel.

The Board and the Association recognize that the attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board, the administrative and supervisory staff, the Association, and the professional teaching personnel.

The Board and the Association further recognize that teaching is a profession requiring specialized educational qualifications and that the success of the educational program depends upon the maximum utilization of the abilities of teachers who are satisfied with the conditions under which their services are rendered.

## **ARTICLE I RECOGNITION**

### **Section A - Bargaining Agent\***

Pursuant to the IELRB's certification, the Board hereby recognizes the Association as the exclusive and sole negotiation agent for all regularly employed full-time certificated educational employees (contracted) employed by School District #41 and all regularly employed part-time certificated employees (contracted) (hereinafter referred to as "teachers"), excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Directors, supervisory personnel having more than 50% administrative responsibilities, the Assistant Director of Head Start, and all other supervisors, managerial employees, confidential employees, and students, all as defined in the Illinois Educational Labor Relations Act (IELRA).

\*Section and paragraph titles are included solely to facilitate the organization of this Agreement. They are not subject to grievance, arbitration, or dispute with respect to the interpretation of the language in this contract.

### **Section B - Definitions**

1. **HOURS** - for the purpose of defining a part-time teacher's hours, "hours" shall mean clock hours in the Elementary schools and class-hours in the Junior and Senior high schools.
2. **TEACHER** - any person included as a member of the bargaining unit as defined in Section A, above.

3. SUPERINTENDENT, PRINCIPAL, BOARD, ASSOCIATION, PRESIDENT - these terms, unless specifically stated otherwise, shall include his/her/its designee and his/her/its designated representatives.

## **ARTICLE II**

### **EFFECT OF AGREEMENT**

#### Section A - Completeness of Contract

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

#### Section B - Severability

If any section, paragraph, sentence, or clause of this Agreement is held invalid or unconstitutional, by a court of competent jurisdiction or is contrary to Illinois or Federal law, such decision or law shall not void the remaining portion(s) of this Agreement nor any section or part thereof.

## **ARTICLE III**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### Section A - Released Time

1. The President of the Association shall be provided nine (9) days of release time per school year to conduct Association business; three or fewer days may be used consecutively. Unused Association President's days in this Article shall accumulate up to a maximum of fifteen (15) days. No later than July 1 of each year, the Association President shall submit a report to the Board regarding his use of Association Days and, specifically, his assessment of their value and contribution to the educational system.
2. In the event that the Association is desirous of sending representatives to local, state or national conferences for the further cause of its own professional purposes, or other business leaves pertinent to the Association affairs, said representatives shall be excused provided the Association reimburses the District for the cost of the substitute(s) for any number of days exceeding twenty (20) in any school year; and further provided the frequency shall not impair the quality of classroom instruction, and provided that said request for leave has been submitted to the Superintendent for his approval as soon as possible prior to the leave.
3. The Board shall provide the Association President daily released time of four (4) hours per day with full pay, provided that (a) the release time is made in recognition of the parties responsibility to implement the contract in a collaborative, problem-solving mode; (b) the release time continues from year to year only upon the agreement of the Board, and (c) the Association reimburses the Board for the cost of the release time at the rate of five thousand dollars (\$5,000) per school year. The Association President shall be considered a full-time employee with respect to the Illinois Teachers' Retirement System, all fringe benefits, and placement on the salary schedule.

## Section B - Office Space

The Association will be provided with an office within the District.

## Section C - School Mail

Except during the pendency of a representational petition regarding the bargaining unit set forth in Article I, Section A, the Association shall be the only labor organization to have access to the school mail service provided verbatim copies of material to be circulated are submitted to the Superintendent in advance.

## Section D - School Facilities

1. The Association must apply for the use of school facilities at least two (2) school days in advance through building principals.
2. The Association's certified representatives and their respective affiliates shall have access at reasonable times to work areas of teachers regarding the administration of this Agreement provided:
  - a. Notification has been submitted to the principal of the building that they are desirous of visiting, and
  - b. Such visit shall not interfere with or interrupt normal school operations.
3. The President will have access to a building phone for Association business.
4. The Board shall provide at least one bulletin board in each school for the exclusive use of the Association provided the Association shall not post, or permit to be posted, political materials or materials derogatory to employees, parents, students or board members.

## Section E - Board Agenda

The Board shall provide the President of the Association with a full agenda, including complete copies of all non-confidential reports and proposals to the Board, by the day prior to each Board meeting.

## Section F - Non-discrimination

1. In the application of terms and conditions of this Agreement, the Board and the Association agree not to discriminate against any member of the bargaining unit on the basis of race, color, creed, religious belief, nationality, sex, physical handicap or mental handicap unrelated to the employee's ability to perform his/her job, or membership in the Association or any other professional organization, or lawful activities on behalf of the Association.
2. Neither the Association nor the teachers it represents will interfere with, intimidate, or coerce any School District No. 41 employee in regard to his/her right to work, nor shall there be any acts by Association members of a coercive nature on school property at any time.

## Section G - Payroll Deductions - Dues

The Business Office shall provide Payroll Deductions for Association dues and fees in accordance with the provisions of this article:

1. Members of the Bargaining Unit may choose
  - a. A single deduction from the last paycheck in October, or
  - b. Equal amounts deducted beginning with the last paycheck in October through May.
  - c. Three (3) equal deductions beginning with the last paycheck in October through the first paycheck in December.
2. All members of the Association who were members at the end of the previous agreement will be authorized as continuous members as based on their prior year's membership. Any member who desires to change their membership status must submit written notice of the change in membership to the Association President prior to September 15<sup>th</sup>.

Annually, each member of the bargaining unit who desires payroll deduction of such dues shall submit to the Business Office, through the Association, a properly executed and signed Payroll Deduction Authorization Form.

3. Authorization Forms, to be provided by the Association, shall be forwarded to the Business Office no later than the first Monday in October.
4. The Association Treasurer shall certify in writing the specific amount of annual dues to be deducted. This amount shall also be clearly stated on each individual Authorization Form.
5. All sums deducted in accordance with this Section shall be remitted within five (5) days after the regular payday to the financial officer formally designated by the Association.
6. In cases where a deduction is made which duplicates a payment already made to the Association by a member of the unit, or where a deduction is not in conformity with the provisions of this Section, refunds to the member shall be made by the Association.
7. The Board shall not be held liable to the Association by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from earned salaries of bargaining unit members. Further, the Association agrees to indemnify the Board against all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of any action or inaction taken by the Board pursuant to this Section, except those arising out of computational errors on the part of the Board.

## Section H - Solicitation

The Board will not condone any solicitation of membership that interferes with a teacher's classroom responsibilities.

## **ARTICLE IV ASSOCIATION COMMITTEES & REPRESENTATIVES**

### Section A - Official Association Representatives

In the administration of this Agreement, the Association shall be represented as follows:

1. One (1) Professional Rights and Responsibilities Representative (who may also serve as the Association Representative) in each building;
2. An Association Central Committee; and
  - a) A Local Professional Development Committee comprised of six RIEA members, a citizen member, an administrator and one alternate RIEA member as necessary. The Committee shall elect a Chairperson and Secretary. This Committee will operate in accordance with State of Illinois guidelines for certification.
  - b) Other specific committees as established by this Agreement.

### Section B - Professional Rights and Responsibilities

The function of Professional Rights and Responsibilities (PR&R) Representatives shall be to represent the Association and aggrieved teacher(s) in the second step of the grievance procedure, Article XV. If the aggrieved person is a PR&R Representative, a PR&R Representative of her/his choice may represent him.

### Section C - List of Association Representatives

The Association shall within fifteen (15) school days from the effective date of this Agreement, provide the Superintendent with a list in writing of all its PR&R Representatives, the jurisdictional area they serve, and also the names of members of various committees. Changes in this list shall be furnished to the Superintendent promptly in writing as they occur. The Superintendent shall not be obligated to recognize any Association representative whose name is not given to him in writing.

### Section D - Central Committee

The Association Central Committee shall be composed of five (5) members and a majority shall constitute a quorum. The Committee shall represent:

1. The Association in all regular meetings with the school administrators as provided below.
2. The Association and aggrieved teacher(s) in the third step of the grievance procedure, Article XV.

## Section E - Administration/Association Meetings

The Administration and the Association, recognizing the value and importance of conducting a full discussion in clearing up misunderstandings, and in order to preserve harmonious relations in the administration of this Agreement, agree to meet upon the request of either party with the understanding that:

1. Each party will submit to the other, at least five (5) school days prior to the meeting, a tentative agenda covering subject matter they wish to discuss. Additional items may be placed on the agenda by mutual consent prior to or at the meeting.
2. All meetings between the parties will be scheduled when the teachers involved are free from assigned instructional duties.
3. These meetings are not intended to bypass and/or replace the grievance procedure.

## **ARTICLE V VACANCIES, ASSIGNMENTS AND TRANSFERS**

### Section A - Definitions

For purposes of this Article, the following definitions shall apply:

1. A "vacancy" is a certified position, for which a tenured teacher may qualify, caused by death, retirement, discharge, resignation, or the creation of a new position. The Principal will notify the building leadership team of the qualifications for the position.
2. A teacher becomes "unassigned" upon loss of her/his current position in a building due to enrollment, reorganization, or closing of a building.
3. An "assignment" is a change within the same building. Changes in assignment may be voluntary or involuntary.
4. A "transfer" is a change between two buildings. Transfers may be voluntary or involuntary.
5. An involuntary assignment or transfer is defined as any change that is not acceptable to the teacher involved.
6. "Seniority" for purposes of this Article is defined in Article VI. In considering tenured teachers who apply for teaching vacancies in accordance with this Section, the District shall grant at least the four most senior tenured teachers an interview. Factors for consideration shall include, but not be limited to, qualifications, experience, and performance evaluations.

## Section B - Vacancies

Vacancies shall be publicized to teachers and applications solicited pursuant to the following procedure:

1. Vacancies will be posted online, to the Association President and in the teacher's lounge. Each posting will include a job description and salary prospectus.
2. Any tenured teacher may apply for the posted vacancy by submitting a written application to the Superintendent's office within the period specified in the posting. All applicants who are not offered the position will be notified in writing by the Department of Human Resources prior to any announcement of the filling of the position.
3. The vacancy shall not be filled permanently until it has been posted for a minimum of one (1) calendar week.
4. If a vacancy occurs after the completion of a school year and before the beginning of the next school year, notice of such a vacancy shall be posted online and e-mailed to teachers who file their names and summer e-mail address with the office of the Superintendent for the express purpose of receiving such notification.
5. If the best interests of the school system are served by granting an application for a vacancy, it shall be granted. Tenured teachers within District No. 41 who otherwise comply with the provisions of this Section shall be considered for teaching vacancies, prior to consideration of outside applicants. Upon the request of the teacher, all relevant factors involved in a posting of a vacancy shall be explained in detail. Conditions change and rejected transfers may be reconsidered in subsequent years. All appointments to a vacancy, however, are made to serve the best interest of the students.
6. Placement of "unassigned" staff shall occur as follows:

Staff are identified as "unassigned" certified employees

Post all available employment vacancies as an "Internal Vacancy Listing" (all District 41 tenured and non-tenured staff may apply)

The four (4) tenured staff members with the greatest seniority for each posted vacancy will be granted an interview

Tenured staff will be given priority consideration for all positions

Hold "internal tenured" interviews

Hold "internal non-tenured" interviews shortly upon completion of the "internal tenured" interview process

Post all remaining employment vacancies as an "External Vacancy Posting" (all District 41 and outside candidates may apply)

Hold "external" interviews

All "unassigned" certified employees that are not selected during the before mentioned internal/external vacancy/interview process will be assigned a position by the Assistant Superintendent for Human Resources based upon District 41 staffing needs and the "unassigned" certified employee's certification, experience, and teacher job preference. If the employee refuses or declines acceptance of a teaching assignment, the employee may be released immediately from employment with District 41. An

employee's refusal to accept a teaching assignment releases District 41 from its obligation to provide employment to an "unassigned" employee. All staff placed in this process will be required to stay in their assignment for at least one school year.

### Section C - Assignments

When an assignment change is necessary, every reasonable effort will be made prior to the end of the current school year to notify teachers in writing of their new assignment for the next school year.

### Section D - Voluntary Transfers

1. If the best interests of the school system are served by making a transfer, it shall be granted. All factors involved in any transfer request shall be explained in detail to the teacher making the request. Conditions change and teacher-rejected transfers may be reconsidered in subsequent years. All transfers, however, are made to serve the best interests of the students.
2. Voluntary transfers, which have no impact upon the recall rights of laid-off teachers, may be granted before recalling a teacher to a specific position.

### Section E - Involuntary Transfers

Any involuntary transfer not a result of a reduction in force shall be subject to the following provisions:

1. The teacher and the Association shall receive written notification of every proposed involuntary transfer at least ten (10) calendar days prior to action by the Board on said involuntary transfers.
2. If the teacher declares the reasons for the transfer are unreasonable, the teacher shall submit such a claim in writing to the Superintendent for review. The claim shall be submitted within seven (7) calendar days of the involuntary transfer and a copy of such claim shall be simultaneously transmitted by the teacher to the Board before further action is taken by the Administration.
3. If requested by the teacher within seven (7) calendar days of the involuntary transfer, the teacher shall thereafter attend a closed meeting with the Board and the Superintendent or designate to discuss the involuntary transfer. If requested by the teacher, a representative of the Association shall be present.
4. When an involuntary transfer is made, the teacher shall receive written notification of his/her new teaching position for the next school year prior to the end of the current school year.
5. An involuntary transfer shall be made only after a meeting, if requested by the teacher in writing within seven (7) calendar days of receipt of the written notification, between the teacher involved and the Superintendent or designate, at which time the teacher shall be notified of the reasons for the transfer. If the teacher so requests, a representative of the Association shall be present.

6. When involuntary transfers are necessary, lists of open positions in the District shall be made available to all teachers being involuntarily transferred.
7. Any interviewing necessitated by the involuntary transfer of the teacher will be done during the normal school day unless the teacher and interviewer involved agree to a mutually acceptable time outside the regularly scheduled day.
8. Upon his/her request, any teacher affected by an involuntary transfer shall be released from his/her contract with no employment recommendation reprisals as soon as a qualified replacement is employed.
9. A probationary teacher shall not be subject to an involuntary transfer until the appropriate non-tenured teacher evaluation procedures have been completed.
10. Any teacher who is involuntarily transferred shall receive immediate consideration in any requested transfer into future vacancies.

#### Section F - Summer School Positions

1. Teachers, in order of seniority, shall be given first opportunity to fill summer school vacancies which exist in the District for which they qualify.
2. The Board shall attempt to obtain from the system teachers qualified to teach subjects or levels for which vacancies exist in the summer school program.
3. It shall be the prerogative of the Board to select and assign summer school teachers as the Board sees fit.
4. Notification shall be made to all persons applying, stating whether they are hired or not, no later than the fifth day preceding the start of summer school classes.

### **ARTICLE VI REDUCTION IN FORCE**

#### Section A - Definitions

Reduction in Force (RIF): A lay-off of tenured teachers because of declining enrollments, the financial condition of the District, or a reduction in programs.

1. RIF's necessitated by the financial condition of the District will occur only after reasonable attempts have been made to reduce the District's expenditures.
2. RIF's because of declining enrollment will be determined on the basis of projected enrollment for the forthcoming school year.

## Section B - Seniority Ranking

Seniority for the purposes of this Article shall be based on total years of continuous service in the District, including time covered by all approved leaves of absence. A teacher's seniority will be determined pursuant to the following:

1. The date of appointment by the Board. In the event of a conflict or in the absence of underlying documentation, then by
2. The date on the letter of intent to appoint, and in the event of a conflict or in the absence of underlying documentation, then by
3. The date the teacher began full time employment with the District, and in the event of a conflict or in the absence of underlying documentation, then by
4. The date of application, and in the event of a conflict or in the absence of underlying documentation, then by
5. The use of information, in writing, attesting to a date which might be used to establish first contact or promise of a position to determine a break in identical cases.
6. Seniority is not interrupted while on a recall period.

## Section C - Procedures

1. If normal attrition - retirements, resignations or dismissals - does not take care of any needed teacher reductions, the person holding the teaching position to be eliminated shall be given another teaching position within the District for which he/she qualifies on a seniority basis by replacing the person within that teaching area having the least seniority.
2. A tentative list of those teachers to be honorably dismissed will be compiled during February/March; prior thereto the personnel office will identify the seniority status of all teachers.
3. A final list of recommendations will be submitted and acted upon by the Board of Education prior to the statutory timelines of the State of Illinois. These recommendations will identify those teachers to be honorably dismissed. It will be recommended that all part-time teachers be dismissed.
4. Tenured teachers who are notified that their positions are being eliminated will have an opportunity to fill any vacancy created by the termination of non-tenured teachers for which they are qualified. A tenured teacher who is displaced must accept a vacant full-time position for which he/she is qualified if such is available.
5. If there are no vacant positions, the tenured teacher who has lost his/her position may bump another tenured teacher within that teaching area with the least amount of seniority, providing he/she has the required qualifications.

Section D - Recall

1. Tenured teachers laid off due to reduction of teachers shall be given first preference, in order of seniority, for future vacancies for which they are qualified.
2. Call backs will be based on seniority and qualification at the time of callback. This offer will be made in writing. Certificates must be on file in the Central Office.
3. Tenured teachers will have a recall period of two (2) years and three (3) months. It is the teacher's responsibility to keep the Personnel Office informed as to where they may be reached.

**ARTICLE VII  
LEAVES OF ABSENCE**

Section A - Definition

For the purposes of this Article, immediate family or household shall mean the following:

Spouse	Parent-in-law	Sister-in-law
Child	Son-in-law	Brother-in-law
Parent	Brother	Legal Guardian
Grandparent	Sister	Step-parent
Grandchild	Daughter-in-law	Stepchild

Section B - Sick Leave

1. A leave of fifteen (15) contract days with full pay for each school year shall be allowed for personal illness or illness in the immediate family or household. If, for any special reason, a person other than any of those listed above has become a part of the immediate family these conditions may be examined with the school Administration and special permission for sick leave may be granted.
2. Unused portions of this allowance shall be accumulated to the unlimited credit of the individual, including credit for the current year.
3. A doctor's certificate may be required for all absences due to illness of five (5) or more consecutive days, and in any other cases at the discretion of the Superintendent of Schools.
4. If a teacher does not teach a full school year the sick leave shall be pro-rated in proportion to the time taught.
5. Sick leave may be taken in either one-half or full-day units.
6. Tenured teachers who are re-employed within two years and three months of honorable, involuntary dismissal shall have full accrued sick leave reinstated.
7. A teacher who is disabled may continue in active employment, provided he/she is able to properly perform his/her required duties.

8. A teacher may use his/her accumulated sick leave days for the period of time that he/she is ill or disabled as determined by his/her doctor.

#### Section C - Sick Leave Bank

In the event that a tenured teacher with a catastrophic illness (as certified by his/her doctor) has exhausted his/her sick leave, other teachers may contribute their sick leave days to such teacher subject to the following conditions:

1. Contributions may be made to no more than five (5) teachers per school year and for a maximum of sixty (60) days per school year for each such teacher.
2. A Sick Leave Bank Committee made up of three (3) Association members selected by the Association and three (3) administrators selected by the Superintendent shall be charged with developing and maintaining fair and equitable guidelines for the use of the Sick Leave Bank for the employees covered by this contract. The following are the minimal criteria for use of sick leave bank days:
  - a. Exhausted his/her accumulated sick leave.
  - b. Must have a catastrophic personal illness.
  - c. Must have a doctor's statement and be willing, if required, to get a statement from the Sick Leave Bank Committee's choice, at the expense of the Board.
  - d. Must give the Sick Leave Bank Committee a written request for the days with the reason for the request and the estimated number of days requested.

#### Section D - Death or Critical Illness Leave

1. Definition: For the purpose of this Section, critical illness will be defined as illness pertaining to, or in the nature of, a crisis; in danger of death; when major complications occur; when the prognosis is poor.
2. Days Per Occurrence:
  - a. When death occurs in the immediate family or household, the teacher shall be granted a leave of five (5) school days for each occurrence with full pay. These days are in addition to and separate from accumulated sick leave.
  - b. When critical illness occurs in the immediate family or household, the teacher shall be granted a leave of five (5) school days for each occurrence with full pay. These days are in addition to and separate from accumulated sick leave. However, critical illness leave may be used only once for the same occurrence in any school year for any one member of the immediate family.
3. Death or critical illness leave may be taken in either one-half or full-day units, and need not be taken consecutively.
4. Each teacher shall be allowed up to three (3) school days deductible from allowable sick leave for a death outside the immediate family.

### Section E- Personal Leave

1. Two (2) days of personal leave at full pay shall be granted for transacting personal or legal business which cannot be handled other than on a school day. Such leave shall accumulate, if unused, as sick leave and is not to be considered as two days of paid vacation; provided, however, a teacher shall be entitled to carry over one unused personal leave day to a subsequent school term for a maximum of three (3) personal leave days available for use during a school term. A reason shall not be required of teachers.
2. Except in the case of an emergency situation which occurs subsequent to the completion of the regular school day, application for a personal leave shall be made prior to the requested leave date and must be submitted for approval to the Superintendent's Office on a Personal Leave Request Form.

In an emergency, the necessity of prior approval obviously must be waived; however, the affected teacher shall be expected to attempt informally to notify his/her Principal of such emergency. When this situation occurs, the teacher shall make formal application for approval before being eligible for pay for time lost.

3. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day. In his/her discretion, the Superintendent or his/her designee may permit a teacher to use a personal leave day before or after a legal holiday or school recess in other cases provided the teacher can demonstrate that the reason for using the personal leave day is due to events which are beyond the teacher's control, non-recurring, and cannot be rescheduled District wide, no more than five (5) teachers may be granted such a request on any given day.
4. Days in excess of personal leave days may be granted to observe religious holidays.

### Section F - Maternity Leave

1. In accord with the Pregnancy Discrimination Act, the Employee may use his or her own accumulated sick leave for illness developing as a result of childbirth or pregnancy. See also Board FMLA Policy dated January 23, 2007.
2. An Employee may choose to go on unpaid leave. Unpaid leave is defined in Section G.

### Section G - Unpaid Leaves of Absence

1. A leave of absence for an extended period of time shall be granted for any of the following reasons or purposes:
  - a. Illness;
  - b. Anticipated childbirth or adoption;
  - c. Professional study;
  - d. Educational growth;

- e. Military service;
- f. Government, Association, or public service; and
- g. Other reasons which in the judgment of the Superintendent may be recommended to members of the Board for their approval.

## 2. Application Procedures

- a. Any teacher desiring a leave of absence without pay must submit to the Superintendent an application in writing at least sixty (60) calendar days before the desired date of the commencement of the leave;
- b. In emergency cases, the Superintendent may waive the sixty (60) calendar day requirement, if in his judgment, the teacher has submitted in writing an explanation with proper verification and/or documentation indicating the events, occasions or occurrences beyond the teacher's control which necessitate the waiver request;
- c. Prior to the approval of any leave request pursuant to this policy, the Superintendent and/or the Board may require that the teacher submit proper documentation, such as the statement of a physician, proof of admission to an institution of higher learning or approval by the proper agency of adoption.

## 3. Length of Leave

- a. Under this policy no leave shall exceed the remainder of the school year in which the leave commenced plus one additional school year unless an extension thereof is requested by the teacher in writing to the Superintendent and approved by the Board;
- b. Any request for an extension must be submitted to the Superintendent no later than ninety (90) calendar days prior to the end of the school year during which the teacher is on leave.

## 4. Return Notification

- a. The Board shall send notification of the expiration date to the teacher by registered mail one hundred five (105) days prior to the expiration of the leave;
- b. Notification of intention to return to the employ of the District from an unpaid leave of absence shall be made in writing by certified mail, return receipt requested, to the Superintendent at least ninety (90) calendar days prior to the end of the school year preceding the expected return; failure to notify the Superintendent in writing shall be deemed a resignation;
- c. In emergency cases, the Superintendent may waive the ninety (90) calendar day requirement, if, in his judgment, the teacher has submitted in writing an explanation with proper verification and/or documentation indicating the events, occasions or occurrences beyond the teacher's control which necessitate the waiver request.

5. Salary Schedule Placement

Teachers returning from an unpaid leave of absence will be placed on the salary schedule at the same place they occupied at the beginning of the leave, except that teachers who have completed teaching one-half (1/2) or more of the number of days of the current school year shall be granted a full year's credit on the salary schedule.

6. Conditions

- a. Insurance benefits provided by the Board will cease thirty (30) days after the first day of the leave, (ninety (90) days if the leave is for extended illness) provided that the teacher shall be allowed to continue to participate in the Group Life and Health Plan by paying the monthly premium to the District business office;
- b. Upon the expiration of the leave and upon presentation of evidence satisfactory to the Board manifesting compliance with the conditions of the leave, the teacher shall be returned to the same or a similar position;
- c. Failure to comply with the provisions of this Section shall be deemed a resignation;
- d. Any teacher applying for a leave under this Section shall be given a copy of this Section;
- e. Teachers returning from an unpaid leave of absence for professional study, educational growth, military, governmental or public service shall resume their duties only at the beginning of the school year unless otherwise recommended by the Superintendent and approved by the Board.

Section H - Professional Leave

1. Teachers shall be allowed a half-day each year cumulative to one day to visit classes within the School District or in other school districts.
2. Teachers shall be encouraged to attend professional conferences, meetings and workshops when school funds are available for this purpose. The Superintendent shall approve these requests.

Section I - Sabbatical Leave

1. A sabbatical leave may be granted for the following reasons:
  - a. To study at an accredited institution of higher education. The recipient shall carry a normal academic load each semester as defined by his department of study. No credit shall be allowed for summer sessions. A transcript of credits earned shall be submitted upon expiration of the leave.
  - b. To conduct research. A detailed outline for the general subject of the investigation and the approach to be taken shall be submitted with the application. At the expiration of a leave for research, a report shall be presented giving an

account of the data studied, a list of the schools, industries, laboratories or libraries visited, and the results of the investigation.

- c. Combination study plans or plans not outlined above also may be acceptable. The purposes and itinerary for such plans shall be submitted with the application.

## 2. Application Procedure

- a. Application forms shall be available from the Association office and the Superintendent's office.
- b. All applications for sabbatical leave shall be returned to the Association's office on or before December 1 for September leave.
- c. At the discretion of the Sabbatical Leave Committee, a shorter notice may be acceptable depending upon the nature of the opportunity or the emergency arising.
- d. Following receipt of an application, the Association shall forward such requests to the Sabbatical Leave Committee for evaluation.
- e. The application shall be accompanied by plans for the use of the sabbatical leave, evidence that the applicant has been accepted by an accredited institution (when applicable) and an exposition of the plan's potential for increasing the applicant's professional competence.

## 3. Approval of Leave

- a. The Sabbatical Leave Committee shall consist of teachers selected by the Association.
- b. The Committee shall submit to the Superintendent a priority listing of eligible candidates and its recommendations for sabbatical leave appointments by January 31 for action by the Board at a meeting in March.
- c. All sabbatical leaves shall be approved by the Board upon the recommendation of the Committee and of the Superintendent.
- d. Two sabbatical leaves may be granted annually - preferably one at the elementary level and one at the secondary level.

- 4. Unused sabbatical leaves shall be accumulative to a maximum of one percent (1%) of the certified staff.

## 5. Eligibility

- a. Any certified teacher may be eligible for sabbatical leave after completing his sixth year or more of continuous active and satisfactory service in District #41.
- b. Staff members shall not be eligible for a second leave until no less than six years have passed since their last leave.

6. A sabbatical leave may be granted for either one semester or a full school year.
7. Financial Consideration
  - a. The recipient shall receive payments of one-half his/her salary based on the salary schedule used in the District during his/her leave.
  - b. Acceptance of fellowships or other sources of supplemental income is permissible as long as it does not impede the fulfillment of the purposes for which the sabbatical is granted.
  - c. The Board shall pay the contribution to the Teachers' Retirement System required of the teacher on sabbatical leave, computed on the full salary of such teacher for the current year.
  - d. The School District shall maintain its current responsibilities regarding a recipient's school insurance benefits.
  - e. There shall be no reimbursement or payment of expenses for college tuition during the sabbatical year.
  - f. The recipient of a sabbatical leave must first sign a contract to return upon completion of his sabbatical leave to the School District for teaching or administrative duties for a period of not less than one year for a one-year sabbatical, unless physical disability makes this impossible or there is mutual agreement to the contrary. The contract shall stipulate that the failure of the staff member to provide such service shall result in the obligation to reimburse the District a proportional part of those monies paid to him during a sabbatical leave determined by the fraction of the agreed term not served following the leave.
8. Conditions
  - a. By March of the sabbatical year, the recipient shall inform the Superintendent of his exact intentions concerning his contract with the School District, compliance or abrogation.
  - b. If a recipient should decide to abrogate the sabbatical contract, all monies due as determined in 7-f above, including all monies expended by the School District on his/her behalf for insurance benefits and benefits from the Teachers' Retirement System shall be returned to the district. In deciding to abrogate the contract, the recipient shall meet with the Superintendent and the School Board attorney to devise an installment schedule of repayment. To help the recipient meet these financial responsibilities, a three-month, interest-free period shall be given prior to the first payment, and interest shall then be charged to the monies expended on the leave at the generally accepted current rate.
  - c. A legal contract expressing these policies shall be written by the legal advisor for the School District.
  - d. The period of any sabbatical leave shall be considered active teaching experience for purposes of salary schedule advancement.

- e. The Administration shall make every reasonable effort, but cannot guarantee, to reassign the staff member to his/her former or comparable position. In all cases, the best interests of the School District and its educational program shall be the deciding factor.
- f. A staff member on sabbatical leave may not deviate from his/her approved plan except with the written permission of the chairman of the Sabbatical Leave Committee, the Superintendent and the Board.

#### Section J - Emergency Leave

If a teacher is unable to report as scheduled because of inclement weather, and if the teacher has made every effort to report in accordance with the District's policies, the day shall be deducted from personal leave. When the schools or school offices are officially closed by the Superintendent, no leave day previously arranged by a teacher shall be deducted for such emergency days.

#### Section K - Court Appearances

1. A teacher who is called for jury service (which includes grand jury service) or who is required by law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service and/or the giving of a deposition in a proceeding in a Court of Record, will be reimbursed the difference between the teacher's normal rate of pay for necessary time lost because of such service and the amount of compensation received for such services. It is understood that no such payment shall be made to a teacher for such service on any day during which the teacher would not have worked for the School District.
2. In order to receive supplemental payment under this Section, the teacher must give his/her principal prior notice of the summons for service and must furnish satisfactory evidence that such service was performed on the day(s) for which salary supplement is claimed.

#### Section L- Assault Leave

A teacher who is assaulted during the reasonable exercise of his/her employment-related functions (including non-paid school functions), and as a result thereof becomes physically or mentally disabled, shall not have any period of disability charged against his/her sick leave. Any such teacher shall receive full pay for the period of such disability but not to exceed one hundred eighty (180) work days which shall include any amounts that the teacher may be eligible to receive by virtue of Workers' Compensation as a result of said injury or assault, provided said Workers' Compensation inclusion is limited to only the one hundred eighty (180) work days. Upon appropriate certification from a mental health professional the Board shall also pay up to \$1,500 for psychiatric care and counseling necessary because of the assault, denied by or not otherwise paid by Workers' Compensation or the District's insurance plan.

#### Section M - Job-Sharing Leave

A tenured teacher may, at the discretion of the Board, obtain a leave to participate in a district job-sharing arrangement. Job-sharing arrangements may continue from year to year provided that the

teacher requests and the Board approves an annual extension and further provided that a job share is not split between two school years.

A teacher in a job-sharing position may return to full-time employment only at the beginning of a school year, provided he/she has notified the District in writing of his/her desire to do so prior to February 15.

The responsibilities of an assignment by two (2) job sharers may be divided according to a plan designed by the job sharers, with the concurrence of the receiving principal or, if there is none, the appropriate administrator. This plan will include, but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, and attendance at staff meetings, district meetings, parent conferences, and field trips.

Participants in job-sharing positions will be placed appropriately on the teachers' salary schedule, and salaries will be prorated according to the time worked. Teachers in job-sharing positions will receive salary step movement following the accumulation of the equivalency of one year of full-time service.

Participants in job-sharing positions will receive a prorated amount of insurance and leave benefits. Contributions to the Teachers' Retirement System will be proportionate to the time served and salary earned.

During the period of time spent in a job-sharing position, seniority credit of the teacher(s) will accrue in proportion to the time worked.

The application and proposed plan for a job-sharing leave may be acted upon by the immediate supervisor, and submitted to the Superintendent by March 1, preceding the school year for which the leave is requested.

The tenure status of teacher on a job-sharing leave will not be adversely affected by reason of being on such a leave.

## **ARTICLE VIII EVALUATION**

### **Section A - Teacher Evaluation Program**

Classroom teachers will be evaluated by means of the procedures outlined in this Article and instrument, entitled "Teacher Evaluation," which is incorporated in this Agreement as Appendix III. Teachers to be evaluated will receive a copy of the Evaluation Program along with an explanation of it from their building administrator prior to the evaluator's first visit.

The parties agree to continue to work on a revised evaluation instrument during 2008-09. A draft will be presented by the end of the first semester of the 2008-09 year to constituents of both parties. Both parties will vote on the revised evaluation instrument by the end of the third quarter of the 2008-09 year. The revised instrument, approved by both parties, will be implemented for the 2009-10 year. If the revised evaluation instrument is not approved by both parties, either party may request a re-opening of the contract to negotiate a revised evaluation instrument.

### **Section B - Evaluation of Non-Classroom Teachers**

Attached as Appendix III-B is the Evaluation Instrument for certificated Counselors, Certificated Nurses, Certificated Librarians, Special Services Certificated Staff, and Resource and Self-Contained Special Education Teachers.

### **Section C - Timing of Visits**

Neither the Formal Evaluation nor the informal pre-evaluation provided for in c.(i) of Appendix III will be conducted:

1. The day before or the day after any school holiday or vacation period; or
2. A day on which the teacher's students are actively involved in building-wide non-academic activities (such as student interest day) during the school day.

### **Section D - Assistance and Remediation**

The purpose of evaluating teacher performance is to improve the quality of instruction. Therefore, the Superintendent is obligated to give all non-tenured teachers every reasonable opportunity of developing into useful and productive teachers. The Superintendent is obligated to provide remedial opportunity and assistance to tenured teachers whose work is rated unsatisfactory.

Teachers designated by the RIEA and the Board will be a part of the process of assisting a teacher under a formal Notice of Remediation. The assisting teacher(s) and the appropriate administrator(s) will cooperate in each instance to develop guidelines for all teacher participation, provided that the teacher shall not be required to evaluate the teacher in remediation.

### **Section E - Practices and Procedures of a Summative Evaluation**

The following guidelines are to be observed:

- a. The principal of each building shall provide every teacher with a copy of the complete evaluation program. This program includes the purpose, the practices

and procedures, the criteria, and the instrument for evaluation of teacher performance. The principal shall be responsible for explaining the teacher evaluation program to each teacher in his/her building prior to the teacher's first evaluation. It is recommended that the preceding provision and explanation be given to all teachers at the first faculty meeting at the beginning of the school year.

- b. Evaluations will be conducted by those individuals charged with the responsibility as designated by the Board of Education and defined in the Professional Agreement. These individuals will have preparation or responsibility in the area to be evaluated.
- c. Before a Formal Evaluation is placed in the teacher's personnel file, the following data-gathering procedures will be followed regarding the non-tenure teachers:
  - (i) Each evaluator will visit a teacher at least once before performing an evaluation of that teacher.
  - (ii) The evaluator will observe the evaluatee for at least thirty consecutive minutes or for the length of the class period he/she has come to observe.
  - (iii) The evaluator will confer with and write a memo to the teacher within five school days after his/her data-gathering visit; among the evaluator's comments will be specific suggestions for improving techniques when necessary.
  - (iv) The evaluator's copy of the memo will be maintained in the evaluator's file.
  - (v) The teacher has the option of responding in writing to both the memo and the conference and must give to the evaluator a carbon copy of such response, which will be attached to the original memo. This response must be made within five school days of either the conference date or receipt of the memo, whichever comes last.
- d. When any Formal Evaluation of teacher performance is to be placed in the teacher's personnel file, the following procedures must be followed:
  - (i) Each Formal Evaluation will be made on the basis of at least thirty consecutive minutes of observation or for the length of the class period.
  - (ii) The evaluator must use the complete Evaluation Instrument provided under Article VIII of the Professional Agreement.
  - (iii) Before any Evaluation is placed in the teacher's personnel file, each evaluator must confer with the teacher evaluated within five school days after the Evaluation, and shall bring to this conference the Evaluation Instrument completed as per item d.(ii). If on the deadline date the evaluator has been unable to confer with the teacher (because of sickness, out-of-town duties, or some other condition over which either the evaluator or the teacher has no control), the evaluator must make a conference date

with the teacher on the first day on which both the evaluator and the teacher return to duty.

- (iv) In the space provided for Evaluator Comment on the Evaluation Instrument, each evaluator will adhere to the following:
  - 1) Comments of evaluators may be expressed in their own terms, but the teacher evaluated has the right of seeking clarification during the conference.
  - 2) The evaluator will write a specific comment, preferably in sentence form, to avoid ambiguity.
  - 3) The evaluator's comments will relate directly to what is observed.
  - 4) The evaluator will check every item on the instrument.
  - 5) The evaluator must write a statement based upon the instrument; evaluators shall follow negative comments with positive suggestions and a specific means for improvement.
  - 6) The evaluator will complete the Evaluation by signing his/her name and will be responsible for distributing copies of the instrument, one copy to each of the following: the teacher, the evaluator, the principal, and the Superintendent of Rock Island School District, who will place his/her copy in the teacher's personnel file.
- (v) During the conference specified in d.(iii)., the teacher must read and sign the instrument as evidence only that the teacher has read and seen this Evaluation and not that the teacher agrees with the comments or the statement in this Evaluation.
- (vi) The teacher then has the option of writing his/her comments addressed to the Superintendent either during the conference or within five school days following the conference.
  - 1) If the teacher takes the option of writing his/her comments within five school days following the conference, the teacher must then also take the responsibility of presenting to the Superintendent the original letter of comments within the prescribed time period to be validated and distributed as specified in d.(vii) as evidence only that said letter has been received.
  - 2) If the teacher takes the option specified in d.(vi) and if on the deadline date the teacher (because of sickness, out-of-town duties or some other condition over which the teacher has no control) is unable to meet the deadline, he/she must present the letter of comments on the first day he/she returns to duty.
- (vii) The Superintendent shall be responsible for distributing the validated copies of the teacher's letter of comments, one copy to each of the following: the

teacher, the evaluator, the principal, and the Superintendent who will place his/her copy in the teacher's personnel file.

- (viii) Any Evaluation of teacher performance including the conference specified in d.(iii) shall be conducted openly and with full knowledge of the teacher. Data obtained in any other manner will not be placed in the teacher's personnel file without the teacher's knowledge. Such information will be contained in a memo or letter, which is maintained in the evaluator's file and may be referred to in the teacher's Formal Evaluation.
  - (ix) Audio-visual equipment may be used in the evaluation process at the discretion of both the evaluator and evaluatee.
  - (x) The evaluator has the option of giving the evaluatee notice of the date and/or hour the Evaluation will be taking place. The evaluatee has the option of requesting whether or not he/she be notified in advance of the Evaluation.
  - (xi) Each non-tenured teacher shall have at least two (2) evaluations during each year of service as a non-tenured teacher. It would be desirable to have one of these evaluations conducted by a subject area supervisor or director.
  - (xii) Each tenured teacher shall be evaluated at least once every two (2) years.
  - (xiii) When a teacher receives an unsatisfactory evaluation, a different evaluator shall be designated by the Superintendent to conduct another evaluation for nontenured teachers within a fifteen (15) to thirty (30) work day period after the evaluation in question and for tenured teachers quarterly. A tenured teacher evaluated as unsatisfactory in this Section xiii may be in the Remediation Process as described in this Contract and by Illinois State Statute.
- e. If the teacher recognizes the need for assistance, he/she has the responsibility for requesting such assistance. This request should be in writing to the Superintendent specifying the type of assistance desired. The principal shall be responsible for providing the requested assistance. A request for assistance shall be viewed by the Superintendent and the local principal as a positive step and shall be encouraged by District with whatever means may be appropriate.
  - f. Each teacher shall have the right, upon written request, to review recommendations. A certified representative of the Association, at the teacher's request, may accompany the teacher in this review.
  - g. This evaluation procedure outline should not conflict with the articles presently in effect in the Agreement, the School Code for the State of Illinois, or the present Board Policy.
3. Summative Rating: This applies to tenured teachers only.

- a. Each tenured teacher will receive at least one evaluation, which will consist of an overall rating of Excellent, Above Average, Satisfactory or Unsatisfactory for each criterion for evaluation.
- b. A tenured teacher summative rating of Excellent, Above Average, Satisfactory, or Unsatisfactory based on the following definition: (Note: To help simplify the definitions this document will define the rating by the separate teacher evaluation form.)

Form A - Regular Classroom

Form B - Counselor

Form C - Certificated Nurses

Form D - Certificated Librarians

Form E - Special Services Certificated Staff

Form F - Resource and Self Contained Special Education

i) Summative rating of EXCELLENT.\*

Form A - at least 12 sections marked excellent.

- at least 4 sections marked above average.

(If a teacher has more than 12 excellents and less than 4 above averages but the total equals 16, the teacher has satisfied this requirement.)

- no more than 3 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

Form B - at least 22 sections marked excellent.

- at least 7 sections marked above average.

(If a teacher has more than 22 excellents and less than 7 above averages, but the total equals 29, the teacher has satisfied this requirement.)

- no more than 7 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

Form C - at least 10 sections marked excellent.

- at least 3 sections marked above average.

(If a teacher has more than 10 excellents and less than 3 above averages, but the total equals 13, the teacher has satisfied this requirement.)

- no more than 3 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

Form D - at least 13 sections marked excellent.

- at least 5 sections marked above average.

(If a teacher has more than 13 excellents and less than 5 above averages, but the total equal 18, the teacher has satisfied this requirement.)

- no more than 5 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

Form E - at least 12 sections marked excellent.

- at least 4 sections marked above average.

(If a teacher has more than 12 excellents and less than 4 above averages, but the total equals 16, the teacher has satisfied this requirement.)

- no more than 4 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

Form F - at least 13 sections marked excellent.

- at least 5 sections marked above average.

(If a teacher has more than 13 excellents and less than 5 above averages, but the total equals 18, the teacher has satisfied this requirement.)

- no more than 4 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

ii) Summative rating of ABOVE AVERAGE.\*

Form A - at least 3 sections marked excellent.

- at least 9 sections marked above average.

(If a teacher has more than 3 excellents and less than 9 above averages, but the total equals 2, the teacher has satisfied this requirement.)

- no more than 7 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

Form B - at least 6 sections marked excellent.

- at least 15 sections marked above average.

(If a teacher has more than 6 excellents and less than 15 above averages, but the total equals 21, the teacher has satisfied this requirement.)

- no more than 13 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

Form C - at least 3 sections marked excellent.

- at least 6 sections marked above average.

(If a teacher has more than 3 excellents and less than 6 above averages, but the total equal 9, the teacher has satisfied this requirement.)

- no more than 7 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

Form D - at least 4 sections marked excellent.

- at least 10 sections marked above average.

(If a teacher has more than 4 excellents and less than 10 above averages, but the total equals 14, the teacher has satisfied this requirement.)

- no more than 9 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

Form E - at least 3 sections marked excellent.

- at least 9 sections marked above average.

(If a teacher has more than 3 excellents and less than 9 above averages, but the total equals 12, the teacher has satisfied this requirement.)

- no more than 8 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

Form F - at least 3 sections marked excellent.

- at least 10 sections marked above average.

(If a teacher has more than 3 excellents and less than 10 above averages, but the total equals 13, the teacher has satisfied this requirement.)

- no more than 9 sections marked satisfactory.

- no section marked needs improvement or unsatisfactory.

iii) Summative rating of SATISFACTORY.

Form A - no more than 2 sections marked unsatisfactory.

- OR

- no more than 4 sections marked needs improvement or unsatisfactory.

Form B - no more than 4 sections marked unsatisfactory.

- OR

- no more than 8 sections marked needs improvement or unsatisfactory.

Form C - no more than 2 sections marked unsatisfactory.

- OR

- no more than 3 sections marked needs improvement or unsatisfactory.

Form D - no more than 2 sections marked unsatisfactory.

- OR

- no more than 4 sections marked needs improvement or unsatisfactory.

Form E - no more than 2 sections marked unsatisfactory.

- OR

- no more than 4 sections marked needs improvement or unsatisfactory.

Form F - no more than 2 sections marked unsatisfactory.

- OR

- no more than 4 sections marked needs improvement or unsatisfactory.

iv) Summative rating of UNSATISFACTORY.

Forms A, B, C, D, E, and F.

The teacher does not meet the definitions of satisfactory, above average or excellent.

**\*USE OF "NOT APPLICABLE" OR "NOT OBSERVED" FOR ALL FORMS.**

Any section marked "not applicable" or "not observed" will be deducted from the required number sections marked excellent.

If the number of sections marked "not applicable" or "not observed" exceeds the number of excellents, then they will be deducted from the required number of sections marked above average.

The required totals for the summative ratings shall be reduced commensurate with the number of sections marked "not applicable" or "not observed".

### Procedure for a Tenured Certificated Staff Member Who Has Received a Summative Rating of Unsatisfactory

1. The district will institute immediate dismissal procedures if the deficiencies are not deemed remediable.
2. For each certificated teacher who has received a summative rating of UNSATISFACTORY on the yearly written summative evaluation the district shall develop and initiate a remediation plan designed to correct the remediable areas identified as unsatisfactory.
3. The remediation plan shall provide for quarterly evaluations and ratings during the calendar year immediately following the teacher's receipt of a remediation plan based upon a summative written evaluation that results in a summative rating of UNSATISFACTORY.
4. The quarterly evaluation schedule shall specify:
  - a. That the first evaluation shall be scheduled to occur no later than two (2) weeks prior to the close of the school year during which the certificated teacher was rated UNSATISFACTORY.
  - b. That the second evaluation shall be scheduled to occur no later than two (2) weeks after students' attendance commences in the school year after the certificated teacher was rated UNSATISFACTORY; and
  - c. That the fourth evaluation shall be scheduled at the conclusion of the calendar year.

Failure because of just cause to comply strictly with the timelines for the required quarterly evaluations shall not invalidate the results of the remediation plan.

5. Any teacher who completes successfully the one-year remediation plan by receiving a summative rating of SATISFACTORY or better shall be reinstated to a normal schedule of evaluations.
6. Participants in the remediation plan shall include the certificated teacher, deemed unsatisfactory, a qualified administrator, and a consulting teacher. The remediation plan may include the participation of other administrative personnel to assist in correcting areas identified as unsatisfactory.
7. The district superintendent or his/her designate shall select the qualified administrator(s) who will participate in the implementation of the plan of remediation.
8. The following guidelines shall govern the selection of the consulting teacher and the scope of the activities, duties, and responsibilities of the consulting teacher.
  - a. The participation of the consulting teacher shall be voluntary.
  - b. The qualified consulting teacher shall be one who has received a summative rating of excellent on his/her most recent evaluation, has a minimum of five years experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation.

- c. The consulting teacher shall be chosen from a district list of all certificated teachers who meet the requirements of 8.b. and who volunteer to participate. The Rock Island Education Association may select from the district list at least five qualified staff members from which the consulting teacher is to be selected or the names of all teachers qualified if the number is less than five. The teacher whose teaching is deemed unsatisfactory and who is undergoing remediation shall select the consulting teacher he/she wishes to participate in the remediation plan.
- d. Where no consulting teacher is available who meets the requirements of 8.b. and who wishes to participate, the district shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a consulting teacher who meets the requirements of 8.b.
- e. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.
- f. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to improve teaching skills and to complete successfully the remediation plan.
- g. The consulting teacher shall neither participate in any of the required evaluation nor be engaged to evaluate the performance of the teacher under remediation.
- h. The consulting teacher shall be informed, through three quarterly conferences with the qualified administrator and the teacher under remediation, of the results of the first three quarterly evaluations in order to continue to provide assistance to the teacher under a remediation plan.
- i. Any certificated teacher who fails to complete the one year remediation plan with the summative rating of SATISFACTORY or better shall be dismissed in accordance with Section 24-12 or 34-85 of The School Code.
- j. Upon selection of the consulting teacher, the teacher undergoing remediation will sign a statement that he/she freely accepts the consultation and will not hold the consulting teacher legally responsible for the outcome of the remediation process. Refusal of such agreement on the part of the teacher will serve as a statement of declination of consultative services. The Board of Education also agrees not to hold the consulting teacher responsible (legally or otherwise) for the outcome of the remediation process.
- k. Consulting teachers will be released from their teaching duties and/or reimbursed for performing consulting teacher responsibilities outside the normal school working hours. A consulting teacher shall suffer no loss of any non-work assigned time to which they would regularly and ordinarily be entitled. The consulting teacher will not receive a summative evaluation during his/her year of performing consulting teacher responsibilities.

The primary purpose of formative evaluation is to improve teaching and to encourage professional growth. The Formative Evaluation Option is a process in which the teacher, in consultation with the evaluator, develops specific instructional and/or direct job-related goals that have potential positive impact on student learning and personal professional growth for the teacher. This option replaces the standard Summative Teacher Evaluation Option for the teacher's required evaluation year.

### REQUIREMENTS

1. The Formative Evaluation Option is available on a voluntary basis to any tenured teacher who has received an overall summative rating of EXCELLENT in his/her last summative evaluation.

2. Eligible teachers who wish to participate in the Option must initially notify their Principals/evaluators of their decision to select the Formative Evaluation Option no later than May 1 in the year prior to the scheduled summative evaluation.

3. By October 1, the teacher is required to complete the *Formative Evaluation Option Planning Sheet* (see attached). The participant is required to discuss his/her plan with the Principal/evaluator, presenting the plan design, goals, strategies, resources needed, methods for data gathering, and methods for assessing the completion of goals. After reviewing the plan, the *Formative Evaluation Plan Checklist Form* (see attached) will be completed by the Principal/evaluator and signed by both parties.

4. The Administration reserves the right to limit the number of teachers participating in the Formative Evaluation Option.

5. The Formative Evaluation Plan may have a duration of one semester, or of one full year.

6. The teacher and the Principal/evaluator will arrange to meet periodically, at a minimum of four (4) times throughout the duration of the plan, to assess the progress of the Formative Evaluation Plan. Other individuals (as agreed to by the teacher and the Principal/evaluator) who could add information regarding the progress of the Plan may be incorporated into these meetings. *Consultation Form(s)* (see attached) will be completed for each meeting.

7. Assessment of the completion of goals may be in the form of:

- a. Portfolios
- b. Classroom observation(s) with written feedback
- c. Videotaping
- d. Research data
- e. Others mutually agreeable to the teacher and the Principal/evaluator

8. Failure to successfully attain the desired outcome(s) of the Formative Evaluation Plan will not result in a rating of UNSATISFACTORY for the teacher.

9. The completion of the Formative Evaluation Plan will result in the retention of an EXCELLENT rating for the participating teacher.

10. Teachers are limited to participation in the Formative Evaluation Option to two (2) consecutive evaluation cycles.

11. If a Principal/evaluator and/or the teacher believe that the Formative Evaluation Option is facing difficulties, they may mutually agree to terminate the option and revert to the Summative Teacher Observation Option.

12. No later than May 15 of the evaluation year, a final meeting will be held to review the outcome of the Formative Evaluation Plan. At this meeting a final formative rating will be made. Both the teacher and the Principal/evaluator will sign the Rating Sheet that verifies that the teacher has met the requirements of the Formative Evaluation Option. This document will be placed in the teacher's permanent file.

## **ARTICLE IX TEACHERS' RIGHTS AND RESPONSIBILITIES**

### Section A - Teachers' Rights

1. Teaching is the essential act in education. The teacher is a professional person entitled to all the rights and privileges outlined in the State Board of Education's Document No. 1 list of teacher competencies. Such rights and privileges outlined in the State Board of Education's Document No. 1 list of teacher competencies are not subject to the Grievance Procedure.
2. The parties recognize that teachers possess the same political rights and responsibilities as do private citizens.
3. Each teacher shall have the right to review the contents of his/her personnel file with the exception of confidential recommendations. A certified representative of the Association, at the teacher's request, may accompany the teacher in this review.

### Section B - Teachers' Responsibilities

The teachers shall:

1. Effect the courses of study and maintain adequate standards of achievement in their classes.
2. Observe their pupils for physical defects and evidence of communicable diseases. Any evidence shall be reported immediately to the principal.
3. Practice such discipline as a responsible parent would exercise. Acts of restraint to prevent injury to teachers or pupils shall NOT be considered corporal punishment.
4. Be responsible for non-classroom supervision of pupils. This responsibility includes the supervision of:
  - a. Student conduct in any area of the school building during regular school hours.
  - b. Students during assembly or similar large groups of students during the regular school day, excluding the teacher's regularly scheduled preparation period.
5. Make recommendations for retention/promotion in accordance with Board policy.
6. Refuse extra compensation for tutoring pupils in their own classes.
7. Accept no presents from students.
8. Notify the administration as early as possible, following established procedures, when unable to conduct classes.

9. Leave complete lesson plans for the following day in their classroom before leaving school each day. All teachers shall provide their principal lesson plans for a week in advance when requested.
10. Prepare and keep up to date a seating chart for each class.
11. Keep the necessary forms for the economical and expeditious handling and recording of all books, supplies and equipment.
12. Attend all regular meetings scheduled during the regular contract day. Once per month, a meeting may be scheduled that exceeds the regular contract day. Unless an emergency arises, a forty-eight (48) hour notice will be provided for meetings that are scheduled beyond the regular contract day.

Administrators may schedule voluntary meetings outside of the regular contract day at the building and district level. Attendance at such meetings is strictly voluntary and teachers will not be compensated.

13. Be willing to accept extra assignments before and after school, and to cooperate with all school personnel in advancing the education of the children in this School District.
14. Participate on curriculum, personnel, or policy committees on a voluntary basis to utilize staff talents, training, and experience in providing a higher quality educational program for all students in the School District. Such committees may be at the building level or district level. Although serving on such committees is voluntary, once the employee agrees to serve attendance is required, unless his/her absence has been approved by the appropriate administrator. Teachers shall be compensated at the miscellaneous rate for committee work performed outside the regular contract day.
15. Attend a two-day orientation workshop prior to the first day of school, if new to this District. These days may be implemented in one-half (1/2) day increments.
16. NOT be required to serve as a substitute teacher except in an emergency.
17. Make all regular reports requested by administrative officials.
18. Work outside the contracted 182 days is voluntary and compensated per the hourly rates established in the differential schedule.

## **ARTICLE X QUALIFICATIONS FOR TEACHERS**

### **Section A - Minimum Requirements for Elementary Teachers**

Meet all requirements as promulgated by the State of Illinois.

## Section B - Minimum Requirements for Secondary Teachers

Meet all requirements as promulgated by the State of Illinois and the North Central Association of Colleges and Secondary Schools.

## **ARTICLE XI PROFESSIONAL COMPENSATION**

While serving in their present assignments, teachers are encouraged to qualify themselves to meet the requirements for advancement in staff responsibilities and for advancement on the salary schedule.

### Section A - Placement and Advancement on Salary Schedule

1. The basic salaries of teachers are set forth in Appendix I, which is attached to and incorporated in this Agreement.
2. Teachers with equivalent experience in other systems shall be given full credit for the first ten (10) years of experience and one (1) year of credit for each additional two (2) years of experience to a maximum of fifteen (15) years' credit. This provision is effective for teachers hired after October 1, 1993. Credit for non-teaching experience applicable to a teacher's assignment shall be granted at the discretion of the Administration. Such credit shall be professionally appropriate. In case of only a partial year's prior experience, a full year's additional credit will be given if experience was of one semester or more.
3. All work submitted in this schedule shall be approved in writing in advance by the Superintendent. It is the teacher's responsibility to notify the Administrative Center of the credits earned. In the event a teacher disagrees with the denial of approval of hours, the teacher may, within ten (10) calendar days of receipt of notification of denial, appeal such denial, in writing, to the Professional Growth Committee. In no event may the teacher use the Grievance/Arbitration Procedure to appeal a denial of credit hours.
  - a. Official transcripts shall be permanently filed in the Superintendent's office for all work submitted for credit in this schedule. To receive salary adjustments effective at the opening of the school year, all necessary documentation must be filed in the Superintendent's office by September 30<sup>th</sup>. To receive salary adjustments effective the beginning of the second (2nd) semester, all necessary documentation must be filed in the Superintendent's office by February 15<sup>th</sup>.
  - b. Degrees shall be recognized only from institutions accredited by a state department of public instruction, the University of Illinois, the North Central Association, or similar regional accrediting associations. Graduate degrees shall be accepted only from educational institutions maintaining recognized departments of graduate instruction.
  - c. Transcripts must be submitted within six (6) months of the completion of the course work. Failure to do so may result in a reversion of placement on the salary schedule.

## Section B - Denial of Salary Schedule Advancement

Advancement in this schedule shall be dependent on continued satisfactory service. The regular annual increase may be denied at any time, if, upon evaluation, a teacher's work is judged as not being maintained at an acceptable standard. Any teacher considered for denial of advancement on the salary schedule shall have an opportunity to discuss the recommendation with the Board prior to action by the Board.

## Section C - Paychecks

1. Starting with the 2008-09 year, teachers shall receive their salaries in semi-monthly payments (24 checks). Paychecks will be issued on the 15<sup>th</sup> and end of the month (i.e. 28<sup>th</sup>, 30<sup>th</sup>, 31<sup>st</sup>). If a pay date falls on a non-banking day, payment will be made on the closest prior banking day. The first paycheck will be issued on August 15<sup>th</sup>. All payments will be direct deposit.
2. Annually, by the first September paycheck, the Board shall provide each teacher a statement showing that teacher's annual salary including scheduled differentials, step and column placement on the schedule, amount per check, and daily salary as computed for use in case of unexcused absence. Such a statement shall accompany the first subsequent paycheck at any time the contracted salary or payment plan is altered. Errors shall be reported by the teacher to the Business Office within five (5) school days. Each paycheck "stub" shall include an accounting of sick leave and personal leave days used and remaining provided there is space available on the paycheck stub. Upon written request those individuals whose paychecks have no space available for this accounting shall receive a written statement.
3. Tax-sheltered annuities shall be deducted from the teachers' salaries if proper application is presented to the Business Office at least thirty (30) days in advance of the date on which deductions are to begin. Only one (1) change may be made by a teacher per calendar year.

## Section D - Conferences, Reimbursements

1. Housing, mileage, banquets and meals in connection with approved meetings and conferences shall be reimbursed. Requests shall be submitted to the Superintendent for approval, in advance, using a standard form available at each principal's office.
2. Mileage shall be reimbursed at the maximum rate permitted by the IRS without taxability to the employee, first class train fare or air fare where services are available, whichever is least. Reimbursement shall be based upon the agreed upon chart setting forth the mileage between and among the schools of the District.

## Section E - Professional Growth

In addition to taking college and university courses for credit, teachers may obtain Professional Growth Credit toward advancement on the salary schedule by auditing such courses and by participating in a variety of workshop, in-service, and committee activities as determined by the Professional Growth Committee and set forth in Appendix II.

Up to fifty percent (50%) of the credits needed for advancement on the salary schedule may be Professional Growth Credits.

Details of this opportunity are incorporated into this Agreement as Appendix II, Professional Growth Credit Plan.

#### Section F – Master Teacher

The District agrees to pay a stipend to each teacher who acquires a National Board Certificate equal to \$1,500 per year for each year the teacher maintains such certification to a maximum of ten years or until recertification, whichever occurs first. The teacher must recertify in order to continue to be eligible for the stipend. The District shall reimburse the teacher for the fee associated with obtaining National Board Certification up to \$2,300, provided the teacher has not been otherwise reimbursed through the grant or other source.

## **ARTICLE XII INSURANCE PROGRAMS**

### Section A - Insurance Plan, Coverage and Eligibility

1. Teachers, except for those employed less than four (4) hours per day but including those on sick leave, shall be eligible for coverage in the group insurance plans authorized and paid for by the Board subject to the following provisions:
  - a. If both husband and wife are eligible to enroll for the employee benefits, either the husband or the wife, but not both, may elect to enroll for dependent benefits. The remaining spouse shall be entitled to enroll in the single plan.
  - b. The Board will pay the premium costs of both the single and dependent plan for the period July 1, 2008, to June 30, 2011 subject to the following provisions:

The single plan, the Board will pay \$3,472.20 plus any increase of eighteen percent during the two-year period July 1, 2008 to June 30, 2010. The Board will also pay any increase in premiums up to an aggregate increase of nine percent during the one-year period July 1, 2010 to June 30, 2011 over the previous year's premium base. The employee will pay \$1,040.76 plus the amount of any increase in premiums in excess of an aggregate increase of eighteen percent during the two-year period July 1, 2008 to June 30, 2010. The employee will also pay the amount of any increase in premiums in excess of an aggregate increase of nine percent during the one-year period July 1, 2010 to June 30, 2011 over the previous year's premium base. The employee payment will be deducted over 24 paychecks starting July 1 of each contract year.

- ii. The dependent plan, the Board will pay \$7,664.16 plus any increase of eighteen percent during the two-year period July 1, 2008 to June 30, 2010. The Board will also pay any increase in premiums up to an aggregate increase of nine percent during the one-year period July 1, 2010 to June 30, 2011 over the previous year's premium base. The employee will pay \$3,001.20 plus the amount of any increase in premiums in excess of an

aggregate increase of eighteen percent during the two-year period July 1, 2008 to June 30, 2010. The employee will also pay the amount of any increase in premiums in excess of an aggregate increase of nine percent during the one-year period July 1, 2010 to June 30, 2011 over the previous year's premium base. The employee payment will be deducted over 24 paychecks starting July 1 of each contract year.

- c. If the premium increases exceed the provisions in b.i or b.ii, either party may request that negotiations on this Article be reopened.
  - d. There will be a local claims facilitator who will be available at least two (2) days per week to meet with any teacher concerning service/claims problems or to go to buildings to meet with a teacher during that teacher's preparation period.
2. Otherwise eligible teachers on approved leave of absence-may elect to have insurance coverage provided the teacher pays the full premium.
  3. Retired teachers may continue their group medical insurance coverage through the district by remitting to the Board, or its designee, premiums at the prevailing group rate. A retired teacher is one who "qualifies" for retirement as defined by the Illinois Teacher's Retirement System.
  4. All Board-sponsored or Board-participating teacher insurance programs shall be considered part of this Agreement and any additions to, subtractions from, or modifications in the coverage of part or all of those programs shall be only after negotiation with and agreement by the Association.
  5. The District agrees that an employee whose employment with the District is terminated, due to retirement, shall continue to be covered by the District's insurance through the first day of the month which first occurs after thirty days from the effective date of termination.
  6. The parties agree to establish an Insurance Committee. The Committee will meet on an as needed basis, but not less than quarterly. The Committee will review the health insurance program and recommend benefit changes and funding to the Board of Education. There will be membership on the Committee from the RIEA, RIESPA, AFSCME, Retirees and Administration. A Board Member may also be a member of the Committee.

## Section B - Liability Insurance

Liability insurance up to \$2 million shall be carried in a company licensed to write such coverage in Illinois to insure against any loss or liability of the School District, members of the Board, teachers and student teachers, by reason of death and bodily injury and property damage claims and suits, including the defense in such cases when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

## Section C - Workmen's Compensation

All teachers shall be covered by the Illinois Workmen's Compensation Act. In order to qualify for these benefits, the accident or injury must occur in the teacher's line of duty.

### **ARTICLE XIII RETIREMENT STIPEND**

#### **1. Introduction**

The following retirement incentive plan (Plan) recognizes the contributions of teachers who have provided extended service to the students of the District. The Plan is designed to provide such teachers with the opportunity to increase the earnings which the Illinois Teachers' Retirement System ("TRS") will use to calculate the teacher's pension without exceeding the limit above which TRS will impose penalties on the Board. Currently, the TRS limitation is a 6% increase in creditable earnings over the previous school year.

#### **2. Eligibility and Application**

To be eligible for the Retirement Incentive Bonus under the Plan, a teacher must provide timely and irrevocable notice of resignation and retirement effective at the end of the applicable school term and, as of the effective date of resignation and retirement:

- (a) have completed at least the equivalent of ten (10) years of full-time active service to the District; and
- (b) be at least fifty-five (55) years of age and have at least twenty (20) years of creditable service at the time of retirement
- (c) The teacher is not participating in ERO (teachers who participate in ERO are ineligible for the early retirement stipend). Board is not required by statute for any financial Early Retirement Option (ERO) obligations resulting from the teacher's retirement imposed by TRS under ERO. Currently ERO eligibility allows for anyone to retire under ERO if they are between the age of 55 and 60 and have at least 20 but less than 35 years of service; and

A retiring teacher must provide the Superintendent with an irrevocable, written notice of resignation and retirement by September 1 of the school year in which the first retirement incentive bonus is to be paid, but in any event not later than September 1 of the last year of this Agreement. For the 2008-09 year, the teacher must provide the Superintendent with an irrevocable, written notice of resignation and retirement by November 1.

#### **3. Retirement Incentive Bonus**

The purpose of the Retirement Incentive Bonus under this Plan is to provide an increase in a teacher's TRS creditable earnings for up to four (4) years prior to the teacher's retirement. In no

event shall a Retirement Incentive Bonus increase a teacher's TRS creditable earnings in excess of 6%.

The Retirement Incentive Bonus shall be paid no later than June 1 as a single lump sum for each of the one, two, three, or four years prior to the teacher's retirement (depending on the teacher's elected retirement date and the years remaining until retirement), and shall be included in each year's TRS creditable earnings. The teacher's base salary for each of the one or four years prior to the teacher's retirement shall be calculated based upon the teacher's TRS creditable earnings for the prior year, including the Retirement Incentive Bonus, where applicable. The 6% may be reduced for a teacher's resignation of stipend or miscellaneous positions from the prior year. The 6% will not be reduced if the position is lost through reassignment or termination, unless the reassignment or termination is for performance.

The annual Retirement Incentive Bonus shall be limited to an amount that is 6% of the prior year's TRS creditable earnings. The Retirement Incentive Bonus shall be reduced in any year to the extent necessary to avoid an increase in the teacher's TRS creditable earnings in excess of 6%.

#### **4. Protections Against TRS Excess Salary Increase Penalties**

If a teacher participates in the Plan and receives a Retirement Incentive Bonus pursuant to the Plan, the teacher shall not be eligible for any lane increases, step increases, or any other payments or stipends which increase the teacher's TRS creditable earnings in excess of 6%. The District and the Union recognize that the possible reduction of any lane increases, step increases, and other payments or stipends for teachers who voluntarily elect to participate in the Plan is the quid pro quo for all such teachers' ability to participate in the Plan and receive the Retirement Incentive Bonus provided in Paragraph 3 of this Plan.

However, the teacher shall be eligible for stipends that do not create a TRS penalty due to their exemption under Public Act 94-1057. Those exemptions are as follows:

- (a) overload work;
- (b) summer school teaching;
- (c) a promotion requiring different certification or supervisory endorsement;
- (d) non-discretionary payments from State or Federal government sources; or
- (e) other permissible exceptions under Public Act 94-1057.

TRS definitions and interpretations of the above exemptions shall apply.

#### **5. Post-Retirement Incentive Payment**

Teachers may be eligible for a one-time lump-sum retirement incentive payment. Teachers who, as a result of the 6% limitation on TRS creditable earnings set forth above, would receive less than the retirement stipends under the predecessor contract, are eligible for the one-time lump-sum retirement incentive payment. The amount of the lump-sum retirement incentive payment shall be calculated by subtracting the teacher's total Retirement Incentive Bonus, set forth in Section 3 above, from the Retirement Stipend, set forth below.

**Retirement Stipend:**

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
10	\$5,000
11	\$5,500
12	\$6,000
13	\$6,500
14	\$7,000
15	\$7,500
16	\$8,000
17	\$8,500
18	\$9,000
19	\$9,500
20	\$10,000

The Retirement Stipends are set forth for calculation of the lump-sum retirement incentive payment only. The lump-sum retirement incentive payment will be made by December 31, after the individual's retirement with the District, and after the individual's final pay check for regular earnings. The post-retirement incentive payment will expire for retirement declarations made after September 15, on the last year of this Agreement.

**6. Changes in TRS Laws or Regulations.**

If the TRS law or regulations change to increase or decrease the TRS limitation, or alter the permissible exemptions for 6% salary increase penalties, negotiations on the retirement benefit may reopen at the request of either the Board or the Association.

## **ARTICLE XIV WORKING CONDITIONS**

### **Section A - School Calendar**

At least two weeks before action is taken, the Board and/or its designated representatives will consult with representatives of the Association with regard to the school calendar for the following year. Such action will normally be taken at the December meeting. The calendar shall be attached annually as an appendix to the agreement. The actual number of school days, exclusive of holidays, shall not be less than required by state law. The schools shall be closed on all legal school holidays and on such other days determined by the Board. Secondary guidance counselors, pupil personnel services, and staff on extended contract shall be paid their per diem salaries for days worked in advance of or following the regular work year, if they are so requested to work by the principal or other appropriate administrator.

In the event the Board should decide to revise the current school schedule, the parties agree to negotiate the impact of that decision (if any) on wages, hours or working conditions. The parties recognize that any such negotiations may result in agreements that require ratification by either or both parties.

### **Section B - Teachers' Work Day**

#### **1. High School Work Day**

A seven-period teacher work day will be implemented at the high school in accordance with the following provisions:

- a. The parties agree to maintain a High School Leadership Team to make recommendations to the Board of Education and RIEA regarding the implementation of a teacher workday at the high school, which consists of five pupil contact periods effective the 2002-03 school year. The recommendation shall reflect the consensus of the RIEA and Board representatives on the Team. The five pupil contact periods may occur in the context of a seven-period or six-period day for students. In either case, the total teacher workday shall not exceed seven hours and forty minutes and teachers shall receive at least one preparation period. In addition, the Team shall attempt to construct a teacher workday, which provides for an average of 280 to 300 minutes of pupil contact per day. Further, the Team will consider such other areas as graduation credits, flexible scheduling, best practices training, teacher mentoring programs, and expanded vocational curriculum. The Team will collect and maintain such data as student attendance, discipline rates, test scores, graduation/dropout rate and class failure rate. The Team shall submit its recommendations by February 1, 2002. The Board of Education shall budget \$20,000 to fund the activities of the Team.

In the event the High School Leadership Team fails to submit recommendations or the Board of Education and/or the RIEA fail to adopt the recommendations; effective the 2002-03 school year, all teachers shall be required to work a seven-period day including five (5) pupil contact assignments and two (2) non-pupil contact periods; provided that the Board may assign up to 25 minutes of one non-pupil contact period each semester as a student advisory. The number of students

assigned to teacher in an advisory shall be counted for purposes of the cap in subparagraph (b).

During the 2008-09 year an evaluation of the current work day schedule will be conducted by a committee comprised of members from both parties. Recommendations for changes to the schedule will be made no later than December 31, 2008. The recommendation will need approval from the High School staff and the Board of Education prior to the end of January 2009. Any approved changes will be implemented in 2009-10.

For the existing seven period day, one of the preparation periods per week may be used for non-instructional preparation as assigned by administration including: team meetings and staff development. In addition, one period in-building supervision per week may be assigned. This supervision schedule will be jointly planned by administration and a sub-group of Focus Team One.

- b. Teachers who are requested and agree to teach six (6) pupil contact periods when otherwise scheduled for five (5) will be paid a stipend of three thousand thirty-four (\$3,034) dollars per semester, this stipend will increase each contract year by the annual salary increase (i.e. 3% for 2010). Teachers who are requested and agree to assume a sixth (6th) period assignment which does not require a preparation for when otherwise scheduled for five (5) will be paid a stipend of one thousand five hundred seventeen (\$1,517) dollars per semester, this stipend will increase each contract year by the annual salary increase (i.e. 3% for 2009-10). Further, a teacher shall not be assigned more than one hundred sixty-five (165) pupils, excluding vocational education, health, physical education, music and business class. Further provided, the Board may nonetheless offer teachers in the latter positions total pupil guarantees.
- c. The following procedure shall be applicable with respect to the assignment of a sixth (6th) pupil contact period to teachers otherwise scheduled for five (5).
  - (1) The administration shall post sixth (6th) assignment opportunities in the faculty lounge and by announcement in the high school bulletin;
  - (2) The sixth (6th) assignment shall be given to the teacher who volunteers provided that the teacher has taught in the affected department within the last seven years and has received at least a satisfactory rating for his/her most recent evaluation;
  - (3) If there is no eligible volunteer, the administration may involuntarily assign a teacher provided that any such teacher may only be involuntarily assigned for two consecutive semesters;
  - (4) A teacher receiving a sixth (6th) assignment under this sub-paragraph will receive the stipend provided for in "b." above.
- d. The regular high school work day shall not exceed seven (7) hours and forty (40) minutes.

2. In the event classes are scheduled prior to the regular school day, they will be one regular period in length.
3. Teachers other than at the senior high school and the Marshall Center/alternative program shall report to school a half-hour before their first scheduled assigned duty begins and devote their school hours exclusively to school work. They shall remain in the building for at least thirty minutes after dismissal time to be available to their students and for other professional work. Teachers at the Marshall Center/alternative program shall work sixty (60) minutes before and/or after the student day. The schedule for the staff will be determined by the Administrator and staff. (For example, a staff member, upon agreement with the administrator, may come in fifteen (15) minutes before the start of the student day and remain forty-five (45) minutes beyond the student day.) This time shall be devoted to school work and be available to their students and for other professional work. The regular Marshall Center workday will be no longer than seven and one-half (7 ½) hours. The regular junior high school day will be no longer than seven and one half (7 ½) hours and the regular elementary school workday will be no longer than seven and one fourth (7 ¼) hours. Any agreements changing the workday as listed above shall be approved by both the President of the RIEA and the Superintendent.
4. At all schools, teachers shall have an uninterrupted preparation period of at least thirty (30) minutes without student responsibility within the students' school day, except that at the high school a teacher will not have a preparation period unless assigned more than three (3) classes or more than one hundred (100) students per day, and that the Marshall Center teachers shall have an uninterrupted preparation period of at least forty-five (45) minutes without student responsibility within the students' day. Any variance to the preparation time must be approved by the President of the RIEA and Superintendent.

Beginning with the 2009-10 school year, and continuing in future years, all elementary teachers will receive an additional fifty (50) minutes of planning time per week. The planning time will be allocated to meet the unique needs in each building.

5. All teachers shall have at least a thirty-minute uninterrupted lunch period. Teachers shall be allowed to leave the school grounds during their lunch period, provided that they notify the principal's office of their expected time of return.
6. Upon request of the building administrator(s) and/or building staff to the Association and Board, a modification may voluntarily be made in the school day to voluntarily deprive teachers of their lunch period or preparation period. Any modification(s) mutually agreed upon shall be reduced to writing and attached to this Agreement as a memorandum of understanding.
7. A Special Education Task Force consisting of the Co-Directors of Special Services and eight (8) teachers appointed by the Association shall meet at least four (4) times per year for the purposes of resolving special education problems and developing more efficient operational procedures.
8. Teachers who have full-time teaching assignments and who also receive a case management stipend shall be granted an additional preparation period during their work day in order to perform case management responsibilities.

9. Three hours of non-instructional time will be provided at the elementary and junior high school each quarter for the processing of grade report cards. The high school will remain status quo.
10. One day per week will be an early release day. The early release will occur after the minimum of 300 instructional minutes has occurred. Washington will remain with its current schedule. This replaces the prior early out schedule for the high school.
11. Four one-half days of early release will be in place for staff development, building meetings, team meetings, department meetings, and staff development.

#### Section C - Class Size

The Board and the Association recognize that the pupil-teacher ratio has an important bearing on the quality of the educational program. The parties agree that class size should be maintained at levels commensurate with (1) what we may consider to be appropriate learning conditions, and (2) the degree to which the community will provide resources such as qualified staff, adequate instructional facilities, and operating funds. Class size throughout the District shall be reasonable and consistent, and attempts will be made (1) to reduce class size in primary grades (K-3) to a building average below twenty-three (23) students, (2) to reduce the class size in the intermediate grades to a building average below twenty-eight (28) students, and (3) to reduce the class size in the secondary grades to a building average below thirty (30) students, except in classes which have traditionally been larger - for example: music, typing, physical education, and single-section subjects offered at the secondary level; or in pilot programs where a larger class size is part of the program plan; or where individual teachers or groups of teachers decide to utilize resources in alternate ways.

Teachers may refer matters regarding individual class sizes in a building to the Building Leadership Team or its equivalent after the first (full) ten student days of each semester. The Team may consider such matters and make recommendations to the Administration, with a copy to the Association regarding potential adjustments in class sizes. The Administration will respond to the Team regarding the Team's recommendations and advise the Association of the Administration's response.

#### Section D - Teacher Facilities

The Board shall, to the extent feasible, make available in each school adequate lunchroom, separate restroom and lavatory facilities for men and women, and at least one room appropriately furnished as a lounge, all of which shall be reserved exclusively for faculty and staff use. Provision for such facilities will be made in all future buildings.

#### Section E - Clerical Personnel and Equipment

The Board agrees to make available in each school adequate typing and duplicating facilities and clerical personnel to aid teachers in the preparation of instructional materials.

## Section F - Teacher Materials and Stations

The Board agrees to provide each teacher with adequate materials required in daily teaching responsibility, a lockable desk, adequate storage space for instructional materials, lockable closet space and up to two (2) copies for his/her own use of all text materials used in each course taught. The Board further agrees to provide adequate teaching stations for all special subject teachers.

## Section G - Curriculum Council

1. The Association shall be represented on the Curriculum Council by its Professional Concerns Chairperson.
2. Teachers and administrators from all grade levels and subject areas shall be adequately represented.
3. Recommendations on topics presented to the committee shall be made not less than six (6) months from the time a given topic is presented on the agenda of the committee.

## Section H - Pupil Discipline

A uniform district policy on discipline, appropriate to respective grade levels, shall be distributed annually to all students, parents and teachers. The administration shall inform each building staff of the specific disciplinary procedures to follow whenever the principal is absent from the school. The Board will provide a joint statement on modifications in the Board Policy, Student Handbooks, and press release relative to strict punishment for teacher assaults. No other procedures and guidelines shall govern matters of student assault of teachers.

## Section I - Physical Assault

1. Teachers shall report to the Board any threats of criminal or civil action against them arising out of and in the course of their employment, and the Board shall review the matter and take necessary steps pursuant to its powers under the Illinois School Code.
2. Teachers shall have Board assistance in any physical assault cases that occur while the teacher is performing his/her assigned duties. The Board assistance shall consist of:
  - a. Notifying the proper authorities (police) once the incident has been reported to the building principal and Superintendent.
  - b. A consultation by the Board's attorney with the teacher in outlining the teacher's legal rights and alternative courses of action.
  - c. The Superintendent will be the only administrator permitted to talk to the press regarding teacher assaults. In issuing any statements to the press, the Superintendent will consult with the teacher and his/her Association Representative if desired by the teacher and shall make every effort to respect the privacy and rights of the teacher.
  - d. Communicate back to the affected employee(s) the results and status of the case, as well as any school action taken in compliance with student privacy laws.

3. No permanently formal action against a teacher shall be taken on the basis of a complaint by a parent or student, nor shall any notice thereof be included in the teacher's personnel file unless the matter is first reported to the teacher in writing and he/she is allowed to attach a reply.

#### Section J - Sanitation and Safety

1. The Board will maintain safe and sanitary conditions in the schools and will remedy unsafe or hazardous conditions when brought to the attention of the Superintendent.
2. The Association and the teacher will observe all requirements concerning safety, sanitation, and hazardous conditions and any breach of said requirements shall be cause for appropriate action.

### **ARTICLE XV PROFESSIONAL GRIEVANCE PROCEDURE**

#### Section A - General Conditions

1. This procedure shall be used to resolve all disputes concerning the administration or interpretation of the Agreement.
2. The use of this grievance procedure is limited to grievances alleging a specific violation of this Agreement and must be initiated within fifteen (15) school days from the date on which the act or condition allegedly complained of last occurred.
3. Teachers have the right to present grievances in accordance with the provisions of this Article. Nothing in this Agreement shall be construed to prevent any individual teacher from discussing a problem with the administration and having it adjusted without intervention or representation by organization representatives.
4. A teacher who participated in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
5. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal; and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.
6. Any teacher has the right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Association deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance time limits.
7. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the disposition of the grievance, which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

8. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held insofar as possible after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
9. Any investigation or other handling or processing of any grievance by the grieving teacher or Association representatives shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the teaching staff.

#### Section B - Procedure

1. First Step

An informal meeting between the aggrieved teacher(s) and his/her immediate supervisor for the express purpose of attempting to resolve the complaint or alleged grievance. Any grievance which is not appealed to the second step within five (5) school days following the meeting in which the discussion in the first step was concluded shall be considered settled on the basis of the first step answer.

2. Second Step

BETWEEN THE BUILDING PRINCIPAL AND THE ASSOCIATION PROFESSIONAL RIGHTS AND RESPONSIBILITIES REPRESENTATIVE:

- a. Any grievance which remains unsettled after completion of the first step shall be reduced to writing, signed by the aggrieved teacher(s), and shall specify the specific article(s) and section(s) allegedly violated and shall also state the relief sought (see Appendix V). The building principal shall, within five (5) school days from the date the grievance is presented to him, arrange a meeting at a mutually satisfactory time with the Association Professional Rights and Responsibilities Representative in an attempt to resolve the grievance. The building principal shall formally answer the grievance within five (5) school days after the meeting in which the discussion of the grievance is concluded and this written answer shall be dispatched to the Professional Rights and Responsibilities Representative and aggrieved teacher(s).
- b. Any grievance processed through this second step which is not appealed to the third step in writing within five (5) school days of the formal answer of the building principal shall be considered settled on the basis of second step answer.

3. Third Step

BETWEEN THE SUPERINTENDENT AND/OR HIS DESIGNATED REPRESENTATIVE(S) AND THE ASSOCIATION CENTRAL COMMITTEE.

- a. Grievances which remain unsettled after completion of the second step shall be discussed by the parties not later than ten (10) school days from the date the grievance was appealed to this step. The Superintendent and/or his designated

representative(s) shall formally answer the grievance within five (5) school days after the meeting at which the discussion was concluded and this written answer shall be dispatched to the chairman of the Association Central Committee and the aggrieved teacher(s).

- b. It is understood class action and/or general grievances may be filed initially in this step by the Association or by the Board or its designated representative.

4. Fourth Step

ARBITRATION

Grievances involving the interpretation and/or application of the provisions of this Agreement which have been duly processed through previous steps of this grievance procedure, and only such grievances, may be submitted to arbitration in accordance with the following provisions:

- a. Should the Association desire to submit such a grievance to arbitration, it shall give written notice to the Board within ten (10) school days from the date of the Superintendent's answer in step three. Such written notice shall cite the provision(s) allegedly violated and the relief sought.
- b. Either party shall be entitled to present its claim(s) to the arbitrator in such manner as the party may desire, it being understood, however, that the arbitrator may determine the relevancy of the evidence presented. The decision of the arbitrator shall be final and binding, shall be reduced to writing, and each party shall be furnished a signed copy thereof. The arbitrator shall have no power to alter, change, detract from, or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement to the settlement of grievances arising hereunder.
- c. Each party shall bear its own costs, and the expense of the arbitration proceedings shall be shared equally by Board and the Association.
- d. The arbitrator shall be selected as follows: Each party shall, within five (5) school days from the date the grievance was appealed to the fourth step, submit a list to the other party of three (3) names of arbitrators whom it would be willing to accept as the arbitrator. If no agreement is reached within five (5) school days after receipt of the three names referred to above, either party shall direct a letter to the American Arbitration Association requesting the Association to appoint an arbitrator pursuant to its Voluntary Labor Arbitration Rules. Such a letter from either party shall be considered a joint letter.

**ARTICLE XVI  
RESOLUTION PROCEDURE**

Section A - Resolution Procedure

If after a reasonable period of negotiation either party serves upon the other a written declaration for mediation, it is agreed that the parties will jointly request the services of a mediator.

1. Mediation

Within seven (7) days of the date on which mediation is declared, an attempt will be made on an informal basis to select a mediator. If the parties cannot agree on a mediator in this seven-day period, a written request for a list of mediators shall be sent to the American Arbitration Association.

A written request by either party shall be considered a joint request. The total time for mediation shall not exceed twenty (20) days from the date of the appointment of a mediator. The mediator shall meet with the parties or their representatives, both, forthwith, either jointly or separately and may take such steps as he/she deems appropriate in order to resolve their differences and effect a mutually acceptable agreement.

If requested by the parties, the mediator may perform fact-finding.

2. Arbitration

- a. If mediation fails to resolve all issues, by mutual agreement the parties may submit the disputed issues to interest arbitration pursuant to the following terms and such other terms as the parties may then agree to.
- b. If the parties cannot agree upon an arbitrator within five (5) days of receipt of the Section 3.a notice, the American Arbitration Association will be requested to provide panels of arbitrators pursuant to its rules and regulations from its National Academy of Arbitrators roster.
- c. At least fourteen (14) days prior to the commencement of the arbitration hearing each party shall submit to the arbitrator and to each other the issues in dispute and their position with respect to each issue.
- d. The arbitrator shall base his findings, opinions, and order upon such factors as are customarily considered in public education interest arbitration proceedings. Those factors include the following:
  - (1) The lawful authority of the District.
  - (2) Stipulations of the parties.
  - (3) The interests and welfare of the public and the financial ability of the District to meet those costs.

- (4) Comparison of the wages, hours and conditions of employment of the teachers involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the teachers, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (7) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise.

### 3. Further Proceedings

During the term of this Agreement the resolution procedure shall apply to any reopener permitted by this Agreement.

#### Section B - Cost

Expenses of the mediator or arbitrator shall be shared equally by the Board and the Association.

#### **ARTICLE XVII NO STRIKE**

During the period that this Agreement is in effect, the Association, nor any person acting on behalf of the Association, shall not ever or at any time engage in or encourage or support any strike, slowdown, or other concerted refusal to render full and complete services in the School District.

#### **ARTICLE XVIII FAIR SHARE PROVISION**

- A. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association, such teacher will:
  - (1) Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
  - (2) Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective

date of this Agreement, whichever is later, the Board will deduct the fair share fee in payments of equal installments, starting with the subsequent payroll period.

- C. The parties expressly recognize their obligations and the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided for in Section XI or the IELRA.
- D. The parties expressly recognize the right of employees to challenge the amount of fair share. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the Illinois Educational Labor Relations Board (IELRB).
- E. The Association agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection therewith.
- F. The Board agrees to notify the Association promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of Section E above and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

**ARTICLE XIX  
REVIEW, RATIFICATION AND PRINTING OF THE AGREEMENT**

- 1. Both parties shall complete the Agreement in its newly negotiated form. The Agreement will be presented to their respective teams for mutual reading, comparison and approval within ten (10) days of the tentative agreement.
- 2. The completed package shall be submitted to the Association and the Board for ratification.
- 3. Printing and binding costs for the Agreement shall be shared equally by both parties.
- 4. Distribution of the Agreement shall be by the Association.

**ARTICLE XX  
TERMINATION**

Section A - Effective Date

This Agreement shall become effective on August 1, 2008 and thereafter remain in full force and effect until July 31, 2011.

The parties agree to begin negotiations for a successor agreement no later than January 31, 2011.

Section B - Renewal

The terms, conditions, and procedures set forth in this Agreement will remain in effect through ratification of a successor agreement.

Section C - Contract Modifications

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplemental agreement shall be reduced to writing, signed by the parties, and submitted to the Board and Association for approval. Refusal to reopen does not constitute bargaining in bad faith.

**ARTICLE XXI  
ACCEPTANCE**

This Agreement is made and entered into at Rock Island, Illinois on this Sixth day of August, 2004, by and between The Rock Island, Illinois Board of Education, Public School District No. 41, party of the first part heretofore referred to as the "Board," and the Rock Island Education Association, party of the second part, heretofore referred to as the "Association." This Agreement is so attested to by the parties whose presidents' signatures appear below.

Rock Island Education  
Association

Rock Island District No. 41  
Board of Education

\_\_\_\_\_  
President, R.I.E.A.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX I

**TEACHER SALARY SCHEDULE  
2008-09**

<u>Exp.</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>PhD/EdD</u>
0	33,661	34,950	39,050	40,341	42,501	44,664	46,826	51,151
TRS*	3,329.07	3,456.62	3,862.08	3,989.73	4,203.36	4,417.30	4,631.14	5,058.93
TRS**	184.95	192.03	214.56	221.65	233.52	245.41	257.29	281.05
1	35,489	36,785	40,887	42,179	44,334	46,509	48,680	53,026
TRS*	3,509.90	3,638.06	4,043.73	4,171.58	4,384.70	4,599.77	4,814.54	5,244.38
TRS**	194.99	202.11	224.65	231.75	243.59	255.54	267.47	291.35
2	37,540	38,834	42,931	45,521	46,383	48,538	50,702	55,027
TRS*	3,712.73	3,840.69	4,245.94	4,502.06	4,587.33	4,800.45	5,014.49	5,442.27
TRS**	206.26	213.37	235.89	250.11	254.85	266.69	278.58	302.35
3	39,177	40,456	44,550	45,821	48,005	50,188	52,373	56,741
TRS*	3,874.63	4,001.14	4,406.09	4,531.78	4,747.78	4,963.68	5,179.78	5,611.78
TRS**	215.26	222.29	244.78	251.77	263.77	275.76	287.77	311.77
4	40,773	42,068	46,172	47,462	49,619	51,773	53,928	58,243
TRS*	4,032.51	4,160.57	4,566.45	4,694.09	4,907.42	5,120.43	5,333.55	5,760.31
TRS**	224.03	231.14	253.69	260.78	272.63	284.47	296.31	320.02
5	42,391	43,683	47,785	49,077	51,239	53,384	55,543	59,858
TRS*	4,192.56	4,320.31	4,725.98	4,853.73	5,067.57	5,279.76	5,493.29	5,920.05
TRS**	232.92	240.02	262.55	269.65	281.53	293.32	305.18	328.89
6	44,014	45,302	49,403	50,696	52,862	55,014	57,181	61,512
TRS*	4,353.02	4,480.46	4,886.02	5,013.87	5,228.13	5,440.94	5,655.29	6,083.59
TRS**	241.83	248.91	271.45	278.55	290.45	302.27	314.18	337.98
7	45,631	46,926	51,024	52,320	54,473	56,626	58,779	63,087
TRS*	4,512.96	4,641.02	5,046.38	5,174.54	5,387.45	5,600.37	5,813.28	6,239.42
TRS**	250.72	257.83	280.35	287.47	299.30	311.13	322.96	346.63
8	47,240	48,537	52,642	53,936	56,093	58,250	60,407	64,721
TRS*	4,672.08	4,800.34	5,206.32	5,334.38	5,547.70	5,761.03	5,974.35	6,401.01
TRS**	259.56	266.69	289.24	296.35	308.21	320.06	331.91	355.61
9	48,863	50,158	54,255	55,547	57,705	59,863	62,021	66,341
TRS*	4,832.64	4,960.70	5,365.85	5,493.70	5,707.13	5,920.56	6,133.99	6,561.15
TRS**	268.48	275.59	298.10	305.21	317.06	328.92	340.78	364.51
10	50,489	51,780	55,873	57,170	59,330	61,492	63,644	67,964
TRS*	4,993.41	5,121.05	5,525.90	5,654.16	5,867.79	6,081.63	6,294.45	6,721.71
TRS**	277.41	284.50	306.99	314.12	325.99	337.87	349.69	373.43
11	52,099	53,397	57,495	58,783	60,943	63,102	65,265	69,584
TRS*	5,152.63	5,280.99	5,686.35	5,813.69	6,027.33	6,240.86	6,454.80	6,881.97
TRS**	286.26	293.39	315.91	322.98	334.85	346.71	358.60	382.33

12	53,719	55,013	59,108	60,410	62,563	64,718	66,871	71,177
TRS*	5,312.88	5,440.83	5,845.89	5,974.66	6,187.58	6,400.70	6,613.61	7,039.44
TRS**	295.16	302.27	324.77	331.93	343.75	355.59	367.42	391.08
13	59,877	56,636	60,728	62,029	64,180	66,330	68,483	72,785
TRS*	5,921.90	5,601.39	6,006.03	6,134.71	6,347.52	6,560.13	6,773.04	7,198.56
TRS**	328.99	311.19	333.67	340.82	352.64	364.45	376.28	399.92
14		63,034	62,350	63,641	65,805	67,966	70,129	74,453
TRS*		6,234.17	6,166.49	6,294.14	6,508.18	6,721.92	6,935.86	7,363.44
TRS**		346.34	342.58	349.67	361.57	373.44	385.33	409.08
15			63,965	65,261	67,419	69,575	71,732	76,045
TRS*			6,326.23	6,454.39	6,667.82	6,881.04	7,094.37	7,520.91
TRS**			351.46	358.58	370.43	382.28	394.13	417.83
16			70,966	66,884	69,035	71,188	73,343	77,650
TRS*			7,018.66	6,614.95	6,827.66	7,040.57	7,253.69	7,679.62
TRS**			389.93	367.50	379.31	391.14	402.98	426.65
17				74,122	76,461	78,797	81,135	85,810
TRS*				7,330.73	7,562.06	7,793.07	8,024.30	8,486.74
TRS**				407.26	420.11	432.95	445.79	471.49

**TEACHER SALARY SCHEDULE  
2009-10**

<u>Exp.</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>PhD/EdD</u>
0	34,670	35,999	40,221	41,551	43,776	46,004	48,231	52,686
TRS*	3,428.95	3,560.32	3,977.94	4,109.42	4,329.46	4,549.82	4,770.08	5,210.69
TRS**	190.50	197.80	221.00	228.30	240.53	252.77	265.00	289.48
1	36,554	37,888	42,113	43,445	45,664	47,904	50,141	54,617
TRS*	3,615.19	3,747.20	4,165.04	4,296.72	4,516.24	4,737.76	4,958.97	5,401.71
TRS**	200.84	208.18	231.39	238.71	250.90	263.21	275.50	300.09
2	38,666	39,999	44,219	46,886	47,774	49,994	52,223	56,678
TRS*	3,824.11	3,955.91	4,373.32	4,637.12	4,724.95	4,944.46	5,164.93	5,605.54
TRS**	212.45	219.77	242.96	257.62	262.50	274.69	286.94	311.42
3	40,352	41,670	45,887	47,196	49,446	51,694	53,945	58,444
TRS*	3,990.87	4,121.18	4,538.27	4,667.74	4,890.22	5,112.59	5,335.18	5,780.14
TRS**	221.71	228.95	252.13	259.32	271.68	284.03	296.40	321.12
4	41,996	43,330	47,557	48,886	51,108	53,326	55,546	59,990
TRS*	4,153.49	4,285.39	4,703.44	4,834.91	5,054.64	5,274.05	5,493.56	5,933.12
TRS**	230.75	238.08	261.30	268.61	280.81	293.00	305.20	329.62
5	43,663	44,994	49,218	50,549	52,776	54,986	57,210	61,654
TRS*	4,318.34	4,449.92	4,867.76	4,999.34	5,219.59	5,438.15	5,658.09	6,097.65
TRS**	239.91	247.22	270.43	277.74	289.98	302.12	314.34	338.76
6	45,334	46,661	50,885	52,217	54,448	56,664	58,897	63,357
TRS*	4,483.61	4,614.87	5,032.60	5,164.29	5,384.97	5,604.16	5,824.95	6,266.10
TRS**	249.09	256.38	279.59	286.91	299.16	311.34	323.61	348.12
7	47,000	48,334	52,555	53,890	56,107	58,325	60,542	64,980
TRS*	4,648.35	4,780.25	5,197.77	5,329.77	5,549.07	5,768.38	5,987.68	6,426.60
TRS**	258.24	265.57	288.76	296.10	308.28	320.47	332.65	357.03
8	48,657	49,993	54,221	55,555	57,776	59,998	62,220	66,663
TRS*	4,812.24	4,944.35	5,362.51	5,494.41	5,714.13	5,933.86	6,153.58	6,593.04
TRS**	267.35	274.69	297.92	305.24	317.45	329.66	341.87	366.28
9	50,329	51,663	55,882	57,214	59,437	61,659	63,882	68,331
TRS*	4,977.62	5,109.52	5,526.83	5,658.51	5,878.34	6,098.18	6,318.01	6,757.99
TRS**	276.53	283.86	307.05	314.36	326.57	338.79	351.00	375.44
10	52,004	53,333	57,549	58,885	61,110	63,337	65,553	70,003
TRS*	5,143.21	5,274.68	5,691.67	5,823.78	6,043.83	6,264.08	6,483.28	6,923.37
TRS**	285.73	293.04	316.20	323.54	335.77	348.00	360.18	384.63
11	53,662	54,999	59,220	60,546	62,771	64,995	67,223	71,672
TRS*	5,307.21	5,439.42	5,856.94	5,988.10	6,208.14	6,428.08	6,648.44	7,088.42
TRS**	294.84	302.19	325.39	332.67	344.90	357.12	369.36	393.80
12	55,331	56,663	60,882	62,223	64,440	66,660	68,877	73,312
TRS*	5,472.27	5,604.06	6,021.26	6,153.90	6,373.20	6,592.72	6,812.02	7,250.62

TRS**	304.01	311.34	334.51	341.88	354.07	366.26	378.45	402.81
13	61,673	58,335	62,550	63,890	66,106	68,320	70,537	74,969
TRS*	6,099.55	5,769.44	6,186.21	6,318.75	6,537.95	6,756.93	6,976.23	7,414.52
TRS**	338.86	320.52	343.68	351.04	363.22	375.38	387.57	411.92
14		64,925	64,221	65,550	67,779	70,005	72,233	76,686
TRS*		6,421.20	6,351.49	6,482.96	6,703.43	6,923.58	7,143.94	7,584.34
TRS**		356.73	352.86	360.16	372.41	384.64	396.89	421.35
15			65,884	67,219	69,442	71,662	73,884	78,326
TRS*			6,516.01	6,648.02	6,867.85	7,087.47	7,307.20	7,746.54
TRS**			362.00	369.33	381.55	393.75	405.96	430.36
16			73,095	68,891	71,106	73,324	75,543	79,979
TRS*			7,229.22	6,813.40	7,032.49	7,251.79	7,471.30	7,910.01
TRS**			401.62	378.52	390.69	402.88	415.07	439.45
17				76,345	78,755	81,161	83,569	88,385
TRS*				7,550.65	7,788.92	8,026.87	8,265.03	8,741.34
TRS**				419.48	432.72	445.94	459.17	485.63

**TEACHER SALARY SCHEDULE  
2010-11**

<u>Exp.</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>PhD/EdD</u>
0	35,364	36,719	41,026	42,382	44,651	46,924	49,195	53,740
TRS*	3,497.53	3,631.52	4,057.50	4,191.61	4,416.05	4,640.82	4,865.48	5,314.91
TRS**	194.31	201.75	225.42	232.87	245.34	257.82	270.30	295.27
1	37,285	38,646	42,955	44,314	46,577	48,862	51,144	55,710
TRS*	3,687.50	3,822.14	4,248.34	4,382.66	4,606.56	4,832.52	5,058.15	5,509.74
TRS**	204.86	212.34	236.02	243.48	255.92	268.47	281.01	306.10
2	39,439	40,799	45,104	47,824	48,730	50,994	53,268	57,812
TRS*	3,900.60	4,035.02	4,460.79	4,729.86	4,819.44	5,043.35	5,268.22	5,717.65
TRS**	216.70	224.17	247.82	262.77	267.75	280.19	292.68	317.65
3	41,159	42,503	46,805	48,140	50,434	52,728	55,023	59,612
TRS*	4,070.68	4,203.60	4,629.04	4,761.09	4,988.02	5,214.84	5,441.88	5,895.74
TRS**	226.15	233.53	257.17	264.51	277.11	289.71	302.33	327.54
4	42,836	44,197	48,508	49,864	52,130	54,393	56,657	61,190
TRS*	4,236.56	4,371.10	4,797.51	4,931.61	5,155.73	5,379.53	5,603.43	6,051.78
TRS**	235.36	242.84	266.53	273.98	286.43	298.86	311.30	336.21
5	44,536	45,893	50,203	51,560	53,831	56,085	58,354	62,887
TRS*	4,404.70	4,538.92	4,965.11	5,099.32	5,323.98	5,546.92	5,771.25	6,219.60
TRS**	244.71	252.16	275.84	283.30	295.78	308.16	320.63	345.53
6	46,241	47,595	51,903	53,261	55,537	57,798	60,075	64,624
TRS*	4,573.28	4,707.17	5,133.26	5,267.58	5,492.67	5,716.25	5,941.45	6,391.42
TRS**	254.07	261.51	285.18	292.64	305.15	317.57	330.08	355.08
7	47,940	49,300	53,606	54,968	57,229	59,491	61,753	66,280
TRS*	4,741.32	4,875.85	5,301.72	5,436.37	5,660.06	5,883.74	6,107.43	6,555.13
TRS**	263.41	270.88	294.54	302.02	314.45	326.87	339.30	364.17
8	49,630	50,993	55,305	56,666	58,932	61,198	63,464	67,996
TRS*	4,908.49	5,043.24	5,469.76	5,604.30	5,828.42	6,052.54	6,276.66	6,724.90
TRS**	272.69	280.18	303.88	311.35	323.80	336.25	348.70	373.61
9	51,336	52,696	57,000	58,358	60,625	62,893	65,160	69,697
TRS*	5,077.17	5,211.71	5,637.36	5,771.68	5,995.91	6,220.14	6,444.37	6,893.15
TRS**	282.07	289.54	313.19	320.65	333.11	345.56	358.02	382.95
10	53,044	54,400	58,700	60,063	62,332	64,604	66,864	71,403
TRS*	5,246.07	5,380.18	5,805.51	5,940.26	6,164.70	6,389.36	6,612.94	7,061.83
TRS**	291.45	298.90	322.53	330.01	342.48	354.96	367.39	392.32
11	54,735	56,099	60,405	61,757	64,027	66,295	68,568	73,105
TRS*	5,413.35	5,548.21	5,974.08	6,107.86	6,332.31	6,556.64	6,781.41	7,230.19
TRS**	300.74	308.23	331.89	339.33	351.79	364.26	376.75	401.68
12	56,437	57,797	62,099	63,467	65,729	67,993	70,255	74,778
TRS*	5,581.71	5,716.14	6,141.69	6,276.98	6,500.67	6,724.57	6,948.26	7,395.63

TRS**	310.10	317.56	341.20	348.72	361.15	373.59	386.01	410.87
13	62,907	59,502	63,801	65,167	67,428	69,686	71,948	76,468
TRS*	6,221.54	5,884.82	6,309.94	6,445.12	6,668.70	6,892.07	7,115.76	7,562.81
TRS**	345.64	326.93	350.55	358.06	370.48	382.89	395.32	420.16
14		66,224	65,505	66,861	69,135	71,405	73,678	78,220
TRS*		6,549.62	6,478.52	6,612.62	6,837.50	7,062.05	7,286.82	7,736.03
TRS**		363.87	359.92	367.37	379.86	392.34	404.82	429.78
15			67,202	68,563	70,830	73,095	75,362	79,893
TRS*			6,646.34	6,780.98	7,005.21	7,229.22	7,453.34	7,901.47
TRS**			369.24	376.72	389.18	401.62	414.07	438.97
16			74,557	70,269	72,528	74,790	77,054	81,579
TRS*			7,373.81	6,949.66	7,173.14	7,396.82	7,620.73	8,068.21
TRS**			409.66	386.09	398.51	410.93	423.37	448.23
17				77,872	80,330	82,784	85,240	90,152
TRS*				7,701.67	7,944.70	8,187.40	8,430.33	8,916.17
TRS**				427.87	441.37	454.86	468.35	495.34

**ROCK ISLAND SCHOOL DISTRICT NO. 41  
ROCK ISLAND, ILLINOIS  
TEACHERS' SALARY SCHEDULE AND I.T.R.S. CONTRIBUTIONS SCHEDULE**

1. For movement to the MA + 45 lane, the teacher must (a) earn ten (10) of the fifteen (15) hours after the effective date of the contract, (b) receive prior approval, and (c) take graduate level courses. The Administration shall permit the review of hours previously taken and application of such hours toward five (5) of the fifteen (15) hours.
2. Any teacher who seeks to move to the MA+60 must demonstrate that all hours earned after a Masters +45 are toward a planned, accepted and accredited Doctoral program. A teacher who moves to the MA+60 lane who does not earn a sufficient number of hours to advance to the next lane within seven (7) years will revert back to the previous lane.

Salary Schedule And  
I.T.R.S. Contribution Schedule

The Board and the Association have agreed upon Board contributions to the I.T.R.S. on the basis of the following legal authority:

- a. The Pension Reform Act of 1974 (E.R.I.S.A.), Section 414(h)(2) of the Internal Revenue Code;
- b. The Opinion of the Illinois Attorney General, No. S-1250, issued June 9, 1977; and
- c. The May 31, 1977 opinion of A.D. Fields, Chief, Employee Plans Technical Branch, to Mr. William R. Wallin, Assistant Attorney General, State of Illinois.

Notwithstanding said legal authority, the Board and the Association recognize that neither can, nor does, guarantee or assure any eligible teacher that contributions paid by the Board to the I.T.R.S., in whole or in part, are, or will be considered to be, excludable from the gross income of the individual teacher for federal income tax purposes.

Miscellaneous Compensation  
2008-2011

1. Whenever substitute teachers are not available, and a teacher volunteers to occasionally substitute for one or more periods in addition to his/her regular class load, the teacher shall be reimbursed at the hourly rate as follows:

2007-08	\$31.11
2008-09	\$32.35
2009-10	\$33.32
2010-11	\$33.99

2. Summer school shall be paid as listed below. The parties recognize that by inclusion of the summer school rate, the Board has not waived its position regarding the negotiability of other matters relating to summer school.

2007-08	\$31.11
2008-09	\$32.35
2009-10	\$33.32
2010-11	\$33.99

3. All other hourly-based assignments shall be paid at the hourly rate as listed below:

2007-08	\$21.47
2008-09	\$22.33
2009-10	\$23.00
2010-11	\$23.46

**DIFFERENTIAL SCHEDULE-2008-09****\$4,563 Base\***

<u>Position</u>	<u>Step 1</u>	<u>Factor</u>	<u>Step 2</u>	<u>Factor</u>	<u>Step 3</u>	<u>Factor</u>
<b><u>DISTRICT WIDE</u></b>						
Spec. Ed Case Manager	\$1,186	0.26	\$1,661	0.364	\$2,135	0.468
Spec. Ed Case Manager-2 to 3	\$1,415	0.31	\$1,889	0.414	\$2,364	0.518
Spec. Ed Case Manager-4 to 5	\$1,643	0.36	\$2,117	0.464	\$2,592	0.568
Spec Ed Case Manager-6 to 7	\$1,871	0.41	\$2,345	0.514	\$2,820	0.618
LDPDC Committee Chairperson					\$2,333	0.5113
LDPDC Committee Secretary					\$1,556	0.341
LDPDC Committee Members					\$1,244	0.2727
Periodic Teacher in Charge- Full Day	\$47	0.0104	\$0		\$0	
Periodic Teacher in Charge- Part Day	\$29	0.0064	\$0		\$0	
Misc. pay non-instruction	\$22.33	per hour				
Misc. pay instruction rate	\$32.35	per hour				
Overload	\$3,034.00	per semester				

**HIGH SCHOOL**

Head Basketball	\$9,723	2.1308	\$10,024	2.1968	\$10,327	2.2632
Head Varsity Football	\$9,343	2.0476	\$9,723	2.1308	\$10,101	2.2136
Athletic Business Mgr. Head Varsity	\$8,584	1.8812	\$8,869	1.9436	\$9,153	2.006
Baseball/Softball	\$6,242	1.368	\$6,622	1.4512	\$7,001	1.5344
Head Varsity Swimming	\$6,242	1.368	\$6,622	1.4512	\$7,001	1.5344
Head Varsity Track	\$6,242	1.368	\$6,622	1.4512	\$7,001	1.5344
Head Varsity Wrestling	\$6,242	1.368	\$6,622	1.4512	\$7,001	1.5344
Extra-Curricular Activities Supv	\$6,001	1.3152	\$0	0	\$0	0
Head High School Band	\$5,923	1.298	\$6,282	1.3768	\$8,327	1.8248
Head Soccer	\$5,392	1.1816	\$5,751	1.2604	\$6,093	1.3352
Head Sophmore Basketball	\$5,297	1.1608	\$5,600	1.2272	\$5,941	1.302
Head High School Volleyball	\$5,297	1.1608	\$5,600	1.2272	\$5,941	1.302
Head Sophmore Football	\$5,182	1.1356	\$5,543	1.2148	\$5,901	1.2932
Head Tennis	\$4,861	1.0652	\$5,220	1.144	\$5,581	1.2232
Asst Varsity Basketball	\$4,861	1.0652	\$5,182	1.1356	\$5,505	1.2064
Asst. Varsity Football	\$4,483	0.9824	\$4,861	1.0652	\$5,238	1.148
Athletic Trainer*	\$4,224	0.9256	\$4,508	0.988	\$4,793	1.0504
Head Cross Country	\$4,123	0.9036	\$4,503	0.9868	\$4,882	1.07
Asst Varsity Baseball/Softball	\$3,802	0.8332	\$4,163	0.9124	\$4,521	0.9908
Head Soph Baseball/Softball	\$3,802	0.8332	\$4,163	0.9124	\$4,521	0.9908
Drama	\$3,802	0.8332	\$4,163	0.9124	\$4,521	0.9908
Speech	\$3,802	0.8332	\$4,163	0.9124	\$4,521	0.9908
Asst Varsity Track	\$3,802	0.8332	\$4,163	0.9124	\$4,521	0.9908
Asst. Varsity Wrestling	\$3,802	0.8332	\$4,163	0.9124	\$4,521	0.9908
Head Sophmore Wrestling	\$3,802	0.8332	\$4,163	0.9124	\$4,521	0.9908
Asst. Sophmore Basketball	\$3,479	0.7624	\$3,802	0.8332	\$4,123	0.9036
High School Chorus	\$3,479	0.7624	\$3,802	0.8332	\$4,123	0.9036

Asst. Sophmore Football	\$3,479	0.7624	\$3,802	0.8332	\$4,123	0.9036
Head Golf	\$3,479	0.7624	\$3,802	0.8332	\$4,123	0.9036
Head Gymnastics	\$3,479	0.7624	\$3,802	0.8332	\$4,123	0.9036
Flag Director					\$2,632	0.5769
Crimson Crier	\$3,417	0.7488	\$3,749	0.8216	\$4,081	0.8944
Year book-High School	\$3,417	0.7488	\$3,749	0.8216	\$4,081	0.8944
Department Head	\$3,132	0.6864	\$3,417	0.7488	\$3,702	0.8112
High School Student Council	\$3,132	0.6864	\$3,308	0.725	\$3,536	0.775
Freshman Basketball	\$3,121	0.684	\$3,479	0.7624	\$3,840	0.8416
Cheerleader						
Coordinator/Head Coach	\$986	0.216	\$1,183	0.2593	\$1,419	0.311
Head Freshman Football	\$3,121	0.684	\$3,479	0.7624	\$3,840	0.8416
Asst. High School Band					\$5,072	1.1115
Asst. Sophmore Baseball	\$2,838	0.622	\$3,218	0.7052	\$3,597	0.7884
Asst. Cross Country	\$2,838	0.622	\$3,218	0.7052	\$3,597	0.7884
Freshman Wrestling	\$2,838	0.622	\$3,218	0.7052	\$3,597	0.7884
Asst. Freshman Basketball	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
Head Bowling	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
Asst Freshman Football	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
Freshman Track	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
Sophmore Volleyball	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
Freshman Volleyball	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
Asst. Soccer	\$2,088	0.4576	\$2,468	0.5408	\$2,847	0.624
Asst. Varsity Volleyball	\$2,088	0.4576	\$2,468	0.5408	\$2,847	0.624
Head Chess Coach	\$2,061	0.4516	\$2,420	0.5304	\$2,762	0.6052
Academic Team	\$2,061	0.4516	\$2,420	0.5304	\$2,762	0.6052
Head Freshman Soccer	\$2,033	0.4456	\$2,468	0.5408	\$2,847	0.624
Assistant Chess Coach	\$1,739	0.3812	\$2,042	0.4476	\$2,344	0.5136
Asst High School Band	\$1,739	0.3812	\$2,042	0.4476	\$2,344	0.5136
Asst Golf	\$1,739	0.3812	\$2,042	0.4476	\$2,344	0.5136
Asst. Varsity Swimming	\$2,033	0.4456	\$2,468	0.5408	\$2,847	0.624
Asst. Tennis	\$2,033	0.4456	\$2,468	0.5408	\$2,847	0.624
Cheerleader-Basketball-						
Boys	\$986	0.216	\$1,183	0.2593	\$1,419	0.311
Cheerleader-Basketball-Girls	\$986	0.216	\$1,183	0.2593	\$1,419	0.311
Cheerleading-Football	\$812	0.178	\$975	0.2137	\$1,168	0.256
Cheerleading-Freshmen	\$986	0.216	\$1,183	0.2593	\$1,419	0.311
Marching Band-Percussion					\$2,632	0.5769
Pit Conductor-Musical					\$2,135	0.468
Asst. Bowling	\$1,331	0.2917	\$1,509	0.3307	\$1,665	0.365
High School Pep Club	\$569	0.1248	\$1,044	0.2288	\$1,329	0.2912
Jazz Band					\$1,044	0.2288
Pep Band					\$1,044	0.2288
Chorus-Musical					\$1,044	0.2288

**JUNIOR HGH**

Jr. High Athletic Mgr	\$4,008	0.8784	\$4,366	0.9568	\$4,727	1.036
8th Grade Boys' Basketball	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
7th Grade Boys' Basketball	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
Head 8th Grade Football	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
Head Jr. High Track	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
8th Grade Volleyball	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
7th Grade Volleyball	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
Head Junior High Wrestling	\$2,420	0.5304	\$2,743	0.6012	\$3,028	0.6636
Asst. 8th Grade Football	\$2,061	0.4516	\$2,420	0.5304	\$2,762	0.6052

Head 7th Grade Football	\$2,061	0.4516	\$2,420	0.5304	\$2,762	0.6052
Jr. High Audio Visual Coord	\$1,825	0.4	\$0		\$0	
Asst. 7th Grade Football	\$1,739	0.3812	\$2,042	0.4476	\$2,344	0.5136
Jr High Band					\$2,344	0.5136
Jr High Orchestra					\$2,088	0.4576
Asst Jr High Track Coach	\$1,739	0.3812	\$2,042	0.4476	\$2,344	0.5136
Jr. High Assistant Wrestling Coach	\$1,739	0.3812	\$2,042	0.4476	\$2,344	0.5136
Jr. High Cheeleading	\$1,329	0.2912	\$1,613	0.3536	\$1,683	0.3688
Jr. High Drama	\$1,329	0.2912	\$1,720	0.377	\$2,088	0.4576
Jr High Cross Country	\$1,739	0.3812	\$2,042	0.4476	\$2,344	0.5136
Jr. High Tennis	\$1,040	0.228	\$1,362	0.2984	\$1,683	0.3688
Jr. High Swimming	\$926	0.203	\$1,212	0.2657	\$1,580	0.3462
Junior High Year Book	\$776	0.17	\$841	0.1843	\$913	0.2
Jr High Chess Coaches	\$664	0.1456	\$854	0.1872	\$1,044	0.2288
Jr High Student Council Sponsors	\$475	0.104	\$664	0.1456	\$854	0.1872
Jr High Vocal Instructors	\$380	0.0832	\$569	0.1248	\$758	0.1662

**ELEMENTARY**

Elementary Band/Orchestra					\$2,344	0.5136
Elementary Safety Patrol	\$759	0.1664	\$1,234	0.2704	\$1,519	0.3328
Elem Activities Coordinator	\$380	0.0832	\$569	0.1248	\$759	0.1664
Elem Audio Visual Coordinator	\$380	0.0832	\$569	0.1248	\$759	0.1664
Elementary Vocal Instructors	\$380	0.0832	\$569	0.1248	\$758	0.1662
Elem Student Council Sponsor	\$380	0.0832	\$569	0.1248	\$759	0.1664

Stipends paid to non-District 41 employees shall be 80% of the scheduled amount. Each school year, the District shall keep track of the savings as a result of paying 80%(as opposed to 100%) of the scheduled amount to non-District 41 employees. The District agrees that each subsequent year's differential schedule shall be increased by percentage equal to the amount the previous year's savings divided by the total cost to the District of the previous year's differential schedule.

The 2006-07 and 2007-08 stipend schedules will be minimally increased by 3%. The actual amount of the increase will be determined after stipends from the prior year have been paid. The additional increase to the stipend base will be calculated after the total difference between 80% and 100% payment of stipends is know. After the calculation is completed the differential schedule will be completed.

**APPENDIX II**  
**PROFESSIONAL GROWTH CREDIT PLAN**  
**PROFESSIONAL GROWTH ACTIVITIES WHICH ARE ELIGIBLE FOR CREDIT**

Section A -- Definition of Professional Growth Credit

1. Teachers shall be given credit on the salary schedule for participating in the following activities:
  - a. Service on District 41 curriculum committees which are charged with making recommendations to the Board for improvements in the curriculum. The chairperson of the committee must request eligibility for credits in advance.
  - b. Curriculum writing
  - c. In-Service courses
  - d. In-Service workshops
  - e. Auditing courses or workshops
  - f. Service on the Professional Growth Committee
  - g. Other activities as designated by the Professional Growth Committee
2. All activities must be approved in advance by the Committee. Applications will not be accepted more than two (2) years after the completion of the activity.
3. Applicants must submit their own forms in triplicate to the chairperson of the Professional Growth Committee. Please check with your RIEA representative for the name and location of that person each year.
4. Professional Growth Credits will not be approved for courses or workshops taken for academic credit and/or certification, or whenever remuneration is given to teachers.
5. The Professional Growth activity must be related to the teacher's assignment.
6. The basic unit is one (1) credit, which is equivalent to the amount of work required to receive one (1) semester hour of credit in a college level course. Additional credits will be multiples of the above.

One (1) Professional Growth Credit equals fifteen (15) clock hours.
7. Approved partial credits may be cumulative until the requirements for one (1) Professional Growth Credit are met, provided those credits are obtained within two (2) years.
8. Applicants must submit verification that the requirements for the completion of the activity have been met.

9. A staff member can complete no more than five (5) Professional Growth Credits in a semester.
10. No more than half of the hours needed to move from one column to another on the salary schedule can be Professional Growth Credits.

#### Section B -- Professional Growth Committee

1. Membership - The committee consists of two (2) elementary teachers, two (2) secondary teachers (one junior high and one senior high), one (1) teacher from the Department of Special Education and the Director of Curriculum. The Rock Island Education Association President shall appoint the teacher-members of the committee. The committee shall elect its chairperson annually.
2. Duties And Responsibilities Of The Professional Growth Committee:
  - a. Acts on applications submitted with the approval of the Director of Curriculum.
  - b. Informs the Superintendent's office, through the Director of Curriculum, of staff members eligible for credits.
  - c. Writes a letter of explanation to the applicant when a request for credit has been denied.
  - d. Informs the Personnel Office, through the Director of Curriculum and Instruction, of staff members eligible for credits.
3. Frequency of meetings - The Professional Growth Committee will meet as needed.

#### Section C -- Application

All applications for Professional Growth Credit must be documented and submitted in triplicate on the Professional Growth Credit form available in school offices. A copy will be returned to the petitioner.

# ROCK ISLAND-MILAN SCHOOL DISTRICT NO. 41

## SUMMATIVE EVALUATION INSTRUMENT

REGULAR CLASSROOM TEACHER

**TEACHER'S NAME** \_\_\_\_\_

**POSITION AND/OR TITLE** \_\_\_\_\_

**SUBJECT, COURSE, LEVEL AND OR GRADE** \_\_\_\_\_

**EXPERIENCE IN COURSE/SUBJECT BEING EVALUATED:**

0 YRS. \_\_\_\_\_ 1 YR. \_\_\_\_\_ 2 YRS. \_\_\_\_\_ OVER 2 YRS. \_\_\_\_\_

**EVALUATOR'S NAME** \_\_\_\_\_

**POSITION AND/OR TITLE** \_\_\_\_\_

**REGULAR CLASSROOM TEACHER**

Unsatisfactory = U	Needs Improvement = NI	Satisfactory = S
Above Average = AA	Excellent = E	Not Applicable = NA

*Please note: The descriptors listed under each criterion are examples of possible teacher behaviors for this item, but the list is not all-inclusive.*

*Attach sheets for additional COMMENTS if more space is needed.*



organized and readily available for instruction.

COMMENTS:

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**INSTRUCTION**

1. The teacher establishes the purpose of instruction.

U	NI	S	AA	E	NA

- ◆ Reviews prior learning.
- ◆ Previews the lesson.
- ◆ States instructional objective.
- ◆ Summarizes the lesson.

COMMENTS:

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2. The teacher uses techniques to develop student understanding.

U	NI	S	AA	E	NA

- ◆ Models activities congruent with the topic being taught.
- ◆ Uses guided practice to reinforce concepts.
- ◆ Provides opportunities for each student to participate.
- ◆ Provides independent practice activities.
- ◆ Checks for understanding.
- ◆ Reviews corrected work with students.

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3. The teacher presents lessons using a systematic process.

U	NI	S	AA	E	NA

COMMENTS:

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4. The teacher provides opportunities for individual differences.

**U NI S AA E NA**

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- ◆ Adapts instruction to meet the unique needs of individual students, i.e. special health, safety and social needs, etc.

COMMENTS:

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5. The teacher demonstrates knowledge of the subject matter.

**U NI S AA E NA**

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- ◆ Uses his/her knowledge to provide examples and case histories that enrich the students' understanding.
- ◆ Imparts accurate information to the class.
- ◆ Uses vocabulary appropriate to content area and course level.

COMMENTS:

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6. The teacher communicates effectively with students.

**U NI S AA E NA**

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- ◆ Speaks clearly.
- ◆ Uses effective verbal and nonverbal techniques.
- ◆ Gives clear, explicit directions.
- ◆ Uses effective questioning techniques.
- ◆ Clearly communicates methods and standards of evaluation.
- ◆ Shows respect, sensitivity, and understanding when communicating with students.

COMMENTS:

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7. The teacher makes effective use of allocated instructional time.

U	NI	S	AA	E	NA

- ◆ Minimizes management time.
- ◆ Begins class work promptly.
- ◆ Minimizes transition time.
- ◆ Reinforces students who are spending time-on-task.
- ◆ Redirects students who are not on task.
- ◆ Supervises seatwork and actively engages students in class work.
- ◆ Uses available classroom space efficiently.
- ◆ Keeps necessary materials readily accessible to self and students.
- ◆ Engages students in instructional activities for the entire period.

COMMENTS:

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8. The teacher maintains classroom control and uses appropriate techniques for managing student behavior.

U	NI	S	AA	E	NA

- ◆ Presents and uses a clear and understandable set of rules and procedures.
- ◆ Continuously monitors student behavior.
- ◆ Responds appropriately to student behavior.
- ◆ Follows the approved/applicable building discipline/management plan.
- ◆ Encourages students to assume responsibility for their own personal conduct and performance.

COMMENTS:

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12. The teacher motivates students.

U	NI	S	AA	E	NA

- ◆ Addresses each student by name.
- ◆ Responds positively to students and acknowledges student accomplishments with praise.
- ◆ Uses methods to promote higher order thinking skills.
- ◆ Conveys enthusiasm for the subject matter and student participation.

- ◆ Provides opportunities for all students to meet success regularly.
- ◆ Is available to all students for extra help.
- ◆ Helps students develop efficient learning skills and work habits.
- ◆ Helps students develop the ability to work independently.

COMMENTS:

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10. The teacher demonstrates command of the English language in written and oral communication.

**U   NI   S   AA   E   NA**

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COMMENTS:

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ASSESSMENT

1. The teacher evaluates the effectiveness of the lesson.

**U   NI   S   AA   E   NA**

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- ◆ Monitors student progress through a series of formative and summative evaluation techniques.
- ◆ Uses evaluation activities which assess student learning of lesson(s) content.
- ◆ Uses evaluation information to adjust lesson(s) where appropriate.

COMMENTS:

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2. The teacher maintains appropriate written records.

**U   NI   S   AA   E   NA**

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- ◆ Grade records are readily available.

COMMENTS:

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**EVALUATOR'S STATEMENT:**

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**SPECIFIC RECOMMENDATIONS AND MEANS FOR IMPROVEMENT:**

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**TENURED TEACHER RECOMMENDATION:**

	YES	NO
Recommend for continued employment	_____	_____
Recommend second evaluation this year	_____	_____

**NON-TENURED TEACHER RECOMMENDATION:**

Recommend for continued employment (teacher employed after beginning of yr.)	_____	_____
Recommend for second year probation	_____	_____
Recommend for third year probation	_____	_____
Recommend for fourth year probation	_____	_____
Recommend for tenure	_____	_____

**OVERALL SUMMATIVE RATING:**

EXCELLENT \_\_\_\_\_ ABOVE AVERAGE \_\_\_\_\_ SATISFACTORY \_\_\_\_\_  
UNSATISFACTORY \_\_\_\_\_

Signature of Teacher \_\_\_\_\_ Date \_\_\_\_\_  
*(Signature indicates that this evaluation has been reviewed by the teacher evaluated.)*

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

**SUMMATIVE RATING OF EXCELLENT:**

- At least 10 sections marked as excellent.
- At least 3 sections marked above average. (If a teacher has more than 10 excellents and less than 3 above averages, but the total equals 13, the teacher has satisfied this requirement.)
- No more than 3 sections marked as satisfactory.
- No sections marked as needsimprovement or unsatisfactory.

### **SUMMATIVE RATING OF ABOVE AVERAGE:**

- At least 3 sections marked excellent.
- At least 8 sections marked above average. (If teacher has more than 3 excellents and less than 8 above average, but the total equals 11, the teacher has satisfied this requirement.)
- No more than 6 sections marked satisfactory.
- No section marked need improvement or unsatisfactory.

### **SUMMATIVE RATING OF SATISFACTORY:**

No more than 2 sections marked unsatisfactory. Or no more than 3 sections marked needs improvement or unsatisfactory.

### **SUMMATIVE RATING OF UNSATISFACTORY:**

The teacher does not meet the definitions of satisfactory, above average or excellent.

### **\*USE OF “NOT APPLICABLE” OR “NOT OBSERVED”.**

Any section marked “not applicable” or “not observed” will be deducted from the required number of sections marked excellent.

If the number of sections marked “not applicable” or “not observed” exceeds the number of excellents, then they will be deducted from the required number of sections marked above average.

The required totals for the summative ratings shall be reduced commensurate with the number of sections marked “not observed”.

# FORMATIVE EVALUATION OPTION Planning Forms

TeacherName \_\_\_\_\_ Principal/Evaluator \_\_\_\_\_ TeacherAssignment \_\_\_\_\_  
\_\_\_\_\_

Building \_\_\_\_\_ School Year \_\_\_\_\_ Persons Assisting in Plan \_\_\_\_\_

STATEMENT OF PLAN INTENT: (May attach separate sheet)

<u>GOALS (No particular number required)</u>	<u>STRATEGIES TO MEET GOALS</u>	<u>TIMELINES FOR COMPLETION</u>

## FORMATIVE EVALUATION OPTION PLAN CHECKLIST

Teacher Name \_\_\_\_\_

**Directions:** Check the appropriate blank (yes or no) next to each of the critical success factors based on whether you think the Formative Evaluation Plan satisfies the item:

<u>CRITICAL SUCCESS FACTOR</u>	YES	NO
1. Enhances quality instruction	_____	_____
Encourages, promotes, and supports professional growth	_____	_____
3. Improves student achievement	_____	_____
4. Provides for consistency in application	_____	_____
Has procedures, timelines, directions that are clearly stated	_____	_____
Delineates professional duties and performance expectations	_____	_____
7. Provides for formative feedback	_____	_____
8. Includes self-evaluation as a component	_____	_____
9. Has reasonable, approvable costs	_____	_____

For items checked “no”, please identify how to change the plan in order to satisfy that factor.

Teacher’s signature \_\_\_\_\_

Principal’s/Evaluator’s signature \_\_\_\_\_

Date \_\_\_\_\_

## **FORMATIVE EVALUATION OPTION CONSULTATION FORM**

**Teacher** \_\_\_\_\_ **Date** \_\_\_\_\_

**Principal/Evaluator** \_\_\_\_\_

**Other Personnel Involved** \_\_\_\_\_

**Goal:**

**Strategies Completed:**

**Strategies Yet to Be Completed:**

**Strategies That Need Revision:**

## **APPENDIX III-B EVALUATION INSTRUMENTS**

### Counselors

1. Professional qualities as follows:
  - a. Initiates and/or participates in staff development activities (e.g. in-service).
  - b. Demonstrates the ethical standards of the guidance and counseling profession.
  - c. Demonstrates competence in areas of specific responsibility.
2. Personal qualities as follows:
  - a. Accepts constructive criticism.
  - b. Effectively copes with stress.
  - c. Contributes to the cohesiveness of the guidance group.
  - d. Demonstrates initiative and self-reliance.
  - e. Maintains a positive attitude.
  - f. Is adaptive and flexible.
  - g. Is punctual for scheduled appointments.
3. Guidance practices as follows:
  - a. Shows evidence of systematic planning and organization.
  - b. Cooperates with the district-wide guidance and counseling program.
  - c. Communicates dates, deadlines and important information to students, parents, and building personnel.
  - d. Establishes and strives to complete daily priorities.
  - e. Utilizes building, district, and community resources.
  - f. Provides appropriate guidance resource materials.
  - g. Responds to referrals.
  - h. Assists in student orientation and enrollment.
  - i. Assists in the development of an education or career program for each student.

4. Counseling practices - counselor-student relationships as follows:
  - a. Demonstrates respect for the worth and dignity of the individual.
  - b. Recognizes and works with individual differences.
  - c. Is reasonable, fair, and honest.
  - d. Strives to assist the student in developing a positive self-concept.
  - e. Shows expertise in helping students cope with problems.
  - f. Makes appropriate referrals of students needing special help.
  - g. Provides counseling for students.
  - h. Demonstrates student accessibility as a priority item.
5. Counseling practices - counselor-parent relationships as follows:
  - a. Works and communicates with parents.
  - b. Serves as a consultant to parents upon request.
  - c. Initiates contact with parents in intervention programs when appropriate.
6. Counseling practices - counselor-faculty-staff relationships as follows:
  - a. Is responsive to staff requests for information and/or guidance with students.
  - b. Includes teacher and/or other appropriate staff in dealing with students' academic or developmental needs.
  - c. Is cooperative and harmonious with co-workers.
  - d. Shares and utilizes original ideas, counseling techniques, and materials with co-workers.
7. Counseling practices - counselor-administrator relationships as follows:
  - a. Responds to administrative requests.
  - b. Acts as consultant in the development of student activity programs and curriculum.

## **EVALUATION INSTRUMENT**

### **Certificated Nurses**

1. Assessment activities as follows:
  - a. Plans and carries out the assessment of the health status of students.
  - b. Acts as a liaison between school, parent, and physician regarding pupil's health.
  - c. Informs the family of the need for periodic health examinations of their children (both physical and dental).
  - d. Performs, supervises, and plans for screening programs: Vision, hearing, scoliosis, preschool, dental, and programs as scheduled by the supervisor of nursing.
  - e. Follows through on possible problems identified through screenings or observations.
  - f. Maintains appropriate written records.
2. Health counseling and education as follows:
  - a. Clearly interprets the health and developmental status of the pupil to himself, his parents, and school personnel.
  - b. Informs and counsels families to develop attitudes that permit them to make use of available health facilities.
  - c. Encourages openness of communication and acts as consultant with staff.
3. Emergency care and health protection as follows:
  - a. Cooperates with the school staff in establishing policies and procedures for providing emergency care for illness and/or injury.
  - b. Implements State guidelines and Board policies for emergency care and administration of medication.
  - c. Oversees health care given by non-professional volunteers or secretaries.
  - d. Initiates policies and procedures for the control of communicable diseases in cooperation with State guidelines.
4. Personal attitudes as follows:
  - a. Displays appropriate enthusiasm and concern.
  - b. Uses appropriate vocabulary.
  - c. Maintains good rapport with students.

## EVALUATION INSTRUMENT

### Certificated Librarians

1. Works to accomplish management goals as follows:
  - a. Plans, implements and interprets the school library program to administrators, faculty and community.
  - b. Trains and supervises clerical and/or student helpers assisting with library duties.
  - c. Schedules the use of the library materials and facilities.
  - d. Plans the expenditure of library funds and keeps records of disbursements.
  - e. Continually evaluates services and uses of materials.
2. Establishes educational objectives consistent with appraisal of both staff and student needs as follows:
  - a. Gives instruction in the use of the library and guides individual students and teachers in selecting and using library materials.
  - b. Shares with classroom teachers the responsibility of designing and implementing functional library units on use of card catalog, Readers Guide, reference skills and research papers.
  - c. Prepares special materials, bibliographies, book reviews, book lists for use by students, teachers and administrators.
  - d. Serves as a curriculum resource person.
  - e. Guides students in developing desirable reading, viewing, and listening patterns, attitudes and appreciations.
  - f. Helps students develop good study habits, acquire independence in learning and gain skills in techniques of inquiry and critical thinking.
  - g. Reads, reviews, and conveys enthusiasm for books both to students and teachers.
3. Accomplishes technical duties as follows:
  - a. Selects materials needed to meet both the curricular and individual needs of students, teachers and administrators who will be using the library.
  - b. Organizes and supervises the circulation of library materials.
  - c. Evaluates the library collection annually to provide users with an up-to-date, well-balanced center.

- d. Inventories the materials collection to determine losses, repairs and needed replacements.
  - e. Organizes and supervises the ordering, cataloging and maintaining of library materials.
  - f. Maintains appropriate records of materials - shelf list, printouts, and card catalog inventory.
4. In order to establish and maintain a comfortable physical environment and one conducive to learning, the librarian establishes a balance between freedom and control as follows:
- a. Is effective in techniques of library management.
  - b. Provides for individual differences by using a variety of learning methods.
  - c. Provides work areas appropriate to designated activities - that is, lab work, small-group work, general discussion, panel discussion, etc.
  - d. Displays appropriate enthusiasm.
  - e. Uses appropriate vocabulary.

## EVALUATION INSTRUMENT

### Special Services Certificated Staff (Psychologists, Social Workers, Diagnosticians)

1. Establishes priorities of work consistent with assigned tasks based on student needs as follows:
  - a. Schedules time to allow assignments to be completed within required time limits.
  - b. Uses evaluation techniques fitting the situation.
  - c. Contributes to the order of the Special Education Office environment so that work can effectively be completed.
  - d. Properly prepares for meetings and staff conferences.
2. Demonstrates a knowledge and support regarding District #41 guidelines and procedures for special services as follows:
  - a. Is knowledgeable regarding Board adopted standards relating to eligibility for special education services.
  - b. Is knowledgeable regarding Board adopted special education procedures.
  - c. Demonstrates knowledge of subject area.
3. Develops and maintains appropriate records and reports as follows:
  - a. Effectively completes written reports that reflect specific strengths and areas in need of improvement for each student evaluated.
  - b. Completes reports and documents.
  - c. Maintains and shares student records appropriately and within federal and state guidelines to assure confidentiality of information.
4. Demonstrates competency in evaluation and assessment as follows:
  - a. Completes assessments that are appropriate to the referral in a manner that effectively responds to the purpose of the referral.
  - b. Effectively uses data obtained from other sources when completing evaluations.
  - c. Uses assessment instruments in accordance with standard practices and author intent.
  - d. Attempts to establish appropriate rapport with student during assessment sessions.

5. Demonstrates effective communication as follows:
  - a. Effectively communicates with the team, parents, community support agencies, and other professionals prior to, during, and after conference, as appropriate.
  - b. Effectively communicates in written form with the building principals regarding daily work assignments completed in the respective buildings.
  - c. Utilizes human relation techniques with staff and parents that are effective, such as acceptance, praise, and humor, as appropriate, and promotes an atmosphere of cooperative effort.
  
6. Contributes to the development and maintenance of a program that is appropriate to the best interest of the child as follows:
  - a. Assists building special service teams to develop nonpunitive consequences for targeted behavior.
  - b. Assists in guiding the team to the development of procedures and techniques that result in a positive self-image for the child.
  - c. Meaningfully and actively contributes to the development of the most appropriate educational program for children during IEP development including appropriate intervention techniques and teaching methods.

## EVALUATION INSTRUMENT

### Resource and Self-Contained Special Education Teachers

1. Establishes learning objectives consistent with appraisal of student needs as follows:
  - a. Lessons reflect general goals and objectives stated on the Individual Education Plans (IEP's).
  - b. Uses teaching techniques fitting the situation.
  - c. Provides a physical environment suitable to the teaching situation (within physical limitations of the classroom/building).
2. Plans for and uses instructional methods and resources which motivate each student to achieve learning objectives as follows:
  - a. Demonstrates knowledge of subject matter.
  - b. Makes effective use of available resources.
  - c. Uses teaching techniques appropriate to the learning objective stated on the IEP.
  - d. Utilizes such human relations techniques as acceptance, praise, humor when warranted.
3. Plans for and utilizes evaluation techniques which motivate and enable each student to achieve learning objectives as follows:
  - a. Maintains appropriate level of class control.
  - b. Provides for student involvement.
  - c. Develops student understanding and achievement of goals and objectives as appropriate.
4. Establishes and maintains an environment to motivate and enable each student to achieve learning objectives as follows:
  - a. Is effective in techniques of classroom management.
  - b. Provides for individual differences by using a variety of learning methods.
  - c. Provides work areas appropriate to designated activities - that is, lab work, small-group work, general discussion, panel discussion, etc.
  - d. Displays appropriate enthusiasm.
  - e. Uses appropriate vocabulary.

5. Appraises the effectiveness of teaching practices and the teacher's instructional program as follows:
  - a. Frequently evaluates the effectiveness of his/her subject area.
  - b. Employees evaluation of lesson effectiveness.
  - c. Adjusts methods appropriate to class response.
  - d. Keeps appropriate written records within federal and state guidelines to assure confidentiality of information.
  
6. Demonstrates effective communication as follows:
  - a. Effectively communicates with the building team throughout initial placement, annual review, and dismissal process and procedures.
  - b. Effectively communicates with parents as necessary and appropriate.
  - c. Properly prepares for special education staffings and conferences.

## **APPENDIX IV DISPUTES**

Anyone covered by this Agreement shall not be made subject of any derogatory remarks by an administrator, nor shall be denied a chance to discuss a disputed matter with a member of the administration. In the case of a dispute between two or more employees, the Superintendent or his designate shall mediate a conference between the parties involved.

When there is notable friction between two or more parties (at least one of them being a certified employee) and this friction is openly declared by at least one of the parties (now having failed to reach agreement among themselves) then he/she shall seek a possible solution by the following method:

A conference shall be set up by the parties involved. The time shall be mutually agreed upon. If agreement is not reached between the parties, then it shall be set arbitrarily by the Superintendent.

If the dispute involves two employees in the same building, then the principal of that building shall preside and assist in making constructive suggestions. Should the dispute involve an employee and an administrator, the Superintendent or his designate shall mediate the conference.

Other parties may be invited to the conference at the agreement of both parties. Their participation shall be mutually agreed upon prior to the commencement of the conference.

Any dispute with respect to this provision shall not be subject to the arbitration procedure.

**APPENDIX V  
GRIEVANCE FORM**

DATE (current) \_\_\_\_\_

DATE GRIEVANCE OCCURRED \_\_\_\_\_

Name of Grievant(s) \_\_\_\_\_

CIRCLE THE APPROPRIATE ACTION AND STEP:

Appeal to:      Response to:

Step 1          Step 1

Step 2          Step 2

Step 3          Step 3

Step 4          Step 4

Article(s) violated (be specific):

Statement of Grievance (be specific):

Relief sought:

\_\_\_\_\_  
Signature of Grievant (to be  
signed only on Appeal Steps 1, 2, 3)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
SCHOOL CENTERED LEADERSHIP**

The District and Association believe that the best decisions are made by informed staff members who are working with the students on a daily basis. Therefore, decisions that impact the instructional program should be made at the school level whenever possible. The Board will specify areas in which decision making authority and responsibility will be assigned to the school.

1. The District and Association believe that arrangements which provide an increased role for employees to be involved in decision making on matters that affect them can foster the exchange of ideas and information that is necessary to improve education for students and to increase employee job performance, satisfaction and morale.

The District and Association agree that better decisions will be made and should be fostered through school centered leadership procedures at all sites in the District. To this end, the District and Association will promote and assist employees in the development of school centered leadership processes and procedures across the District.

2. In support of these goals, the parties agree that the Superintendent, Association President, and any additional representatives designated by the District and Association respectively, shall meet initially by September 1996 and during 1996-1997 for the following purposes.
  - a. Facilitate the implementation of the Rock Island/Milan School District school centered leadership model through this and other agreements between the District and Association regarding school centered leadership. This would include seeking waivers of the Collective Bargaining Agreement where deemed appropriate by both parties through processes established by each party.
  - b. Assess the impact of school centered leadership activities on the use of time and its impact on job responsibilities.
  - c. Establish guidelines and, if appropriate, provide counsel for the development of building committee.
3. Either party may, at any point, notify the other of its intent to withdraw from this Memorandum of Understanding and Agreement. The parties expressly recognize that this agreement is not part of their collective bargaining agreement and therefore is not subject to the grievance and arbitration process.
4. This Memorandum of Understanding and Agreement will be effective upon its ratification by each party through established processes.

For the Board \_\_\_\_\_

For the RIEA \_\_\_\_\_

**MINORITY EMPLOYMENT/RETENTION PROVISION**

The Board of Education ("Board") and Rock Island Education Association ("Association") recognize their obligations to recruit and retain minority teachers and to move positively in an effort to assure minority balance among certified staff. To this end, the Board and Association agree to implement measures which will further the recruitment and retention of qualified minority persons consistent with applicable law. In furtherance of recruiting, employing, and retaining minority teachers, the Board and Association shall take the following steps:

1. The parties shall develop a mutually agreeable plan for annual site visitations at not less than four (4) higher education institutions with high concentrations of minority students enrolled in teacher preparation programs. The Association and Board shall each send at least one (1) person to site visitations and be responsible for their designee's travel-related expenses. The parties recognize that the decision to recommend a candidate for hiring rests with the administration. The Association agrees not to advocate membership in the Association as part of the effort.
2. The Board agrees to develop a plan to actively recruit experienced minority teachers from other school districts inside and outside Illinois. The plan shall include, but not be limited to, placing advertisements in newspapers normally used in teacher hiring (e.g., *Des Moines Register*), providing promotional and informational packets to prospective candidates, assisting prospective candidates to obtain Illinois teacher certification, etc. The Association shall provide the Board with the names of qualified experienced minority teachers whenever the Association is aware of such individuals.

FOR THE BOARD

FOR THE ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

