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PREAMBLE

The Rock Falls Township High School Board of Education recognizes that the primary function of the Board and its teaching, administrative, and supervisory staff is to assure each boy and girl, attending the Rock Falls Township High School the highest level of educational opportunities obtainable within the resources of the district.

The Rock Falls High School Education Association and the Board of Education of Rock Falls High School District #301, Rock Falls, Illinois, agree as follows:

I. Salaries and Differentials

A. Base Salaries

1. The base salary for the 2009-2010 school year, using the indexed schedule of 4.5 x 4.5, shall be \$32,561.00 with district paid retirement in the amount of 1.103753.
2. The base salary for the 2010-2011 school year, using the indexed schedule of 4.5 x 4.5, shall be \$33,538.00 with district paid retirement in the amount of 1.103753.
3. The base salary for the 2011-2012 school year, using the indexed schedule of 4.5 x 4.5, shall be \$34,544.00 with district paid retirement in the amount of 1.103753
4. In the event of additional payroll contribution mandated by the Teachers' Retirement System, the Board agrees to pay this contribution for the employee.
5. The District will pay the employee member contribution for the TRS Health Insurance Program pursuant to House Bill 323, which became effective on July 1, 1995. This portion of the employees' income will not be included as creditable earnings for TRS purposes but will be subject to withholding pursuant to local, state, and federal law.
6. The BA + 40 = MA will not be accessible to anyone hired after the 1991-1992 school year.
7. The attached schedule of differentials, in decimal form, will be used to calculate extra-curricular stipends for the duration of the agreement. (Appendixes D. and E.)

B. Issuance of Pay Checks

1. All faculty shall have the choice of being paid in 20 or 24 equal installments (approximately the 15th and 28th of each month). Such determination shall be made on or before the fifth teaching day of the school year and shall be designated on the payroll deduction authorization card required of each employee. The 20 installment pay plan shall provide 1/20 of the gross pay minus all applicable deductions each of the months of September through the following June. The 24 installment pay plan shall provide 1/24 of the gross pay minus all applicable deductions each of the months September through the following August.
2. The school calendar shall consist of 185 days which shall include at least 176 student attendance days, no fewer than two and no more than four Institute days, and five emergency days. Unused emergency days shall not become work days. The work year for employees shall not exceed 180 days. Absence for reasons other than school business or not authorized by contract shall cause deduction from the salary equal to 1/180 of their 9-month base salary.

This contract is subject to reopen regarding a possible change in the law to increase the number of days in the school year. This does not open the salary schedule, but does allow for consideration of salary adjustment based on the increased number of school days.

C. Salary Balance Upon Reduction in Force

Any balance in the Board of Education's contractual salary due to a tenured teacher being dismissed due to a reduction in force shall be paid on the third business day following the last day of pupil attendance in the regular school term. No other early compensation will be paid.

D. Teaching Experience Credit Shall Be Granted Under the Following Provisions:

1. Prior to employment in District 301 the administration shall evaluate prior teaching experience to determine proper placement on the salary schedule. After such determination has been made, agreed to by the prospective faculty member, and approved by the Board of Education, the contract will be issued and no further adjustment for prior service shall be made.
2. A faculty member who teaches at least half time, but less than full time, in District #301, shall be granted one year credit for advancement on the salary schedule. A faculty member who teaches less than half time for two full years in District 301 shall be granted one year credit for advancement on the salary schedule. However, part-time employees do not qualify for tenure.
3. No further distinction shall be made between in-district and out-of-district experience either for currently employed faculty members once the amount of approved out-of-district experience has been determined. In the case of currently employed faculty members the amount of out-of-district experiences was determined at the time of employment and appears on the initial employment contract.
4. Teachers who are employed by November 1 will be treated as if they had taught a full year. Teachers hired for part-time employment shall receive fractional benefits in direct relation to their part-time status.

E. Approved Supervisory Services Pay

Teachers shall be paid \$40 for the first three hours, or any portion thereof, of any given activity, then \$10 for each hour thereafter. Activities may include, but are not limited to ticket taking, crowd control, dance, fan bus chaperoning and event personnel, or other approved extra assignments after school hours.

F. Department Chairperson Pay

Department Chairpeople shall receive additional compensation for fulfilling their assigned duties in the amount of \$5.00 per period per semester per teacher under their direct supervision.

Where a teacher has responsibilities in two or more disciplines, the stipend shall be pro-rated between the department chairs at the rate of \$5.00 per period per semester taught in that discipline. In addition, each department chair shall receive a yearly stipend of 4% times the base salary.

G. Summer School Pay

The district shall pay into the TRS system the proper amount of credit for employees teaching either summer school or driver education at an hourly rate of \$29.00 for 2009-2010, \$30.00 for 2010-2011 and \$31.00 for 2011-2012.

H. Extended Contract

The Administration reserves the right and responsibility to determine when, and whether to offer an employee an extended contract, and if such extended contract is offered, the Administration shall determine the scope of the employee's responsibilities and the number of days to be extended. Those employees on extended contract shall receive 1/180th of their base salary times the number of contracted days.

I. Technology Coordinator

The Board reserves the right to hire a non-certified individual to fill the position of Technology Coordinator. In the event the position is held by a certified employee, he/she shall receive a stipend equal to 4% of the base salary.

J. Compensated Services Not in Contract

The Board reserves the right, in its sole discretion, to provide recognition, which may include, but shall not be limited to, monetary recognition to certified staff members who participate in educationally-related activities such as mentoring or committee service.

II. Fringe Benefits

A. Insurance

Medical, life and dental insurance for employees and dependents shall be provided by the Board of Education for the duration of this contract. The employee shall have the choice between:

- BluePrint PPO (\$500/\$1,000 deductible) – The Board shall provide an annual maximum contribution of \$4135.56 for an employee, \$7749.60 for an employee plus child(ren), \$8193.96 for an employee plus spouse, \$10,891.80 for an employee with family coverage. In addition, the Board of Education will contribute 50% of all premium increases imposed or assessed after August 1, 2009. In the event there is an increase in the cost of an insurance premium and then a subsequent reduction, the resulting savings from the subsequent reduction will be shared equally between the Board of Education and the insured employees. However, if the cost of the premium should be reduced below the amount set forth above as the Board's maximum contribution, all savings below such amount shall inure to the Board.
- BlueEdge HSA (HSA-compatible \$1000/\$2000 deductible) – The Board shall provide an annual maximum contribution of \$3597.36 for an employee, \$6720.48 for an employee plus child(ren), \$7063.08 for an employee plus spouse, \$9309.84 for an employee with family coverage. The employee shall be responsible for the cost of maintaining the HSA. In addition, the Board of Education will contribute 50% of all premium increases imposed or assessed after August 1, 2009. In the event there is an increase in the cost of an insurance premium and then a subsequent reduction, the resulting savings from the subsequent reduction will be shared equally between the Board of Education and the insured employees.

However, if the cost of the premium should be reduced below the amount set forth above as the Board's maximum contribution, all savings below such amount shall inure to the Board.

In addition, the district will allow "premium only" participation under Section 125 of the Internal Revenue Code.

A committee shall be established to work with the insurance company to determine the benefits of the Association's insurance program. The committee shall be comprised of equal numbers of the Association members and Board of Education members or designees appointed by their respective bodies. Decisions of the committee are subject to ratification by both the Association and the Board of Education. In the event the committee does not reach consensus, the committee will retain the service of an insurance consultant to help the committee reach consensus.

B. Sick Leave

All full time faculty in District #301 shall be allowed fifteen (15) days of sick leave per school year at full pay. However, a staff member shall be entitled to receive more than fifteen (15) sick leave days at the start of a school term provided he/she meets the following service and accumulated sick leave requirements:

Years of Completed Service to the District/ Number of Sick Leave Days Accumulated in the District at the End of the Previous School Year	Days of Sick Leave to be Granted
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At least 20 years completed and at least 240 accumulated days:	17
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At least 25 years completed and at least 310 accumulated days:	19
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Unused sick leave days shall accumulate without limit.

The Board, in its sole discretion, and on a very limited basis, may grant additional sick leave days to a retiring teacher. The retiring teacher must submit a request for such additional sick leave days to the Superintendent by no later than April 1st of the school year two years prior to the teacher's intended date of retirement. The teacher shall have the right to be accompanied by an Association representative at any meeting(s) with the administration and/or Board to discuss the possible granting of additional sick leave days. The Board's decision shall be non-precedential and non-grievable.

Part-time teachers shall receive 15 "days" of sick leave. The day is defined as the number of assigned periods of responsibility; for example, 1/5, 2/5, 3/5, etc., would receive one day of sick leave. Unused sick leave shall accumulate without limit.

If a part-time teacher changes status of assignment, the days of leave accumulated shall be recalculated by the following formula with the number of days rounded to the nearest 1/2 day: old load * accumulated days = new load * accumulated days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. The School Board may require a physician's certificate, or if the treatment is by prayer of spiritual means, that of

a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of 3 consecutive days for personal illness, or as it may deem necessary in other cases.

For purposes of this section, "immediate family" shall include only parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, sons-in-law, daughters-in-law, and legal guardians, plus those who fall under the "step of two rule."

With advanced written request the administration will consider request for sick leave for the purpose of attending the funeral of a person not covered by the "step of two." The administration will have the authority to permit or deny and said decision will not be subject to grievance.

C. Sick Bank

A sick bank shall be instituted according to the following guidelines:

1. Participation shall be open to all personnel who are represented by Appendixes A, B and C (Salary Schedules) on a voluntary basis.
2. Intent to participate will be declared by the member within ten (10) working days of the start of the school year or the beginning of their employment and such participation shall continue for the duration of this agreement.
3. Participating members shall contribute two (2) of their available sick leave days to the bank.
4. Days in the bank will remain regardless of the position of the staff member.
5. Upon exhaustion of the bank, provisions in Item #3 above will be reinstated.

Definition: "Sick leave" shall conform to the definition outlined in Article II, Part B of the negotiated agreement between the Board of Education and the Rock Falls High School Education Association.

All unused days from the previous contract shall be added to the present contract and be exhausted before the participating members contribute again.

A committee (see below) shall be instituted to determine if a given application fits the above definition.

Administration of the Sick Bank: A committee of two members, selected by the Education Association, and two members of the Administration, shall be instituted during the first week of the school year. Such committee shall be responsible for the registration of participants and the accounting of contributed days, as well as evaluating and accepting or rejecting the application for use of the provisions of this bank. In the event of a split decision of the Sick Bank Committee, the committee will refer the matter to the RFHSEA Executive Committee which will hear both sides of the issue and issue a ruling as to whether or not the individual request for sick leave draw will be approved or denied.

Application for use of the Sick Bank: Members facing a catastrophic situation, or a member's legal representative, may make written application for the use of the bank days to the committee, stating reason for leave and anticipated length of leave. Confirmation by a doctor of the reason for leave and length of anticipated leave must be submitted with application in writing. The findings of the committee as well as the legitimacy of the request shall be final and binding. Should the application be accepted, the benefits of the sick bank will begin after the depletion of 90% of the member's sick

leave days as established at the beginning of the present school year. There will be a 12-month period of ineligibility following use of the sick leave bank by an individual.

D. Tax Sheltered Annuities

The Board of Education shall make available, through payroll deduction, tax sheltered annuity programs to all employees in the district. Available annuity vendors are cited in the RFHS 403(b) Written Plan Document.

E. Board Payment to Teacher's Retirement System

It is the intent of the parties of this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414 (h) (2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers shall have no right of claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

No teacher shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teachers' required contribution to the Illinois Teachers' Retirement System is a condition of employment made in order to secure the teachers' future services, knowledge and experience.

The balance of the amount due each teacher pursuant to such compensation schedule shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State of Illinois Teachers' Retirement System for the account of such teacher.

Internal Revenue Service Revenue Rulings indicate that the amounts paid the State of Illinois Teachers' Retirement System are properly excludable from the gross income of the teacher for income taxation purposes, and the District will not withhold Federal and State income taxes on funds remitted to the State of Illinois Teachers' Retirement System on behalf of teachers.

The Association and each teacher shall indemnify and hold harmless the district and Board of Education in the event that the teacher's share of Federal and State income taxes become due.

F. Association Leave Days

The Association President and/or his or her designated Association Representative will have available a total of ten (10) days of Association leave at no cost to District #301. The Association will arrange substitutes through the office manager for the instructor's absence from his or her teaching duties. Notification should be given to the Superintendent at least two (2) days in advance of such leave. The Association will reimburse the District for the cost of the substitute.

G. Faculty and Administrative Vacancies

Whenever a vacancy arises, the Superintendent shall promptly post notice of such vacancy in the teachers' lounge and next to the teachers' mailboxes. Such notice shall be accompanied by a statement of minimum qualifications, and shall be posted prior to anyone being interviewed

concerning the position. Any teacher interested in receiving notification of vacancies during the summer may leave a self-addressed stamped envelope in the office.

H. Duty-Connected Injury

Absence due to a duty-connected injury shall not be deducted from a teacher's sick leave during that period covered by Workmen's Compensation for such injury. Payment during said period shall be based on full salary, less a credit to the District for any payments received by the employee for income benefits under the Workmen's Compensation Law of Illinois. (Workmen's Compensation checks must be endorsed by the faculty member and surrendered to the District.)

I. Payroll Deductions

The Board of Education shall, upon properly signed request authorizing payroll deductions on or before the close of the fifth teaching day of the school year, direct the business office to make such deductions for transmittal of funds to the following: a. Unified Professional Dues; b. Financial Institutions; c. Rock Falls High School Flower Fund; d. Tax Sheltered Annuities; and e. Sterling-Rock Falls United Way, and if needed, f. The employee's share of the current insurance coverage.

After receipt of authorization, such deductions shall be withheld from each succeeding monthly pay check and transmitted monthly to the proper agency or fund with the exception of the Unified Professional Dues, which may be transmitted in total after the October payroll is distributed. Such authorization of deductions shall not be revoked or altered for a period of one year except in the following cases:

1. A change in deductions to the Sterling-Rock Falls United Way as a result of their annual drive;
2. A change in deductions resulting from a change in insurance coverage(s);
3. A change in deductions to financial institutions, which may result from a loan repayment to that agency; or
4. A change in deductions resulting from an employee's decision to contribute to a tax sheltered 403(b) annuity."

The Association shall indemnify and hold harmless the Rock Falls Township High School from any and all claims, demands, suits and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Rock Falls Township High School for the purpose of complying with the provisions of this section.

J. Personal Leave

Each full-time faculty member shall receive two (2) days of leave with full pay per year. Such leave shall not be taken: (i) immediately preceding or immediately following a regularly scheduled school holiday or vacation period; or (ii) during designated Parent-Teacher Conferences.

Part-time teachers shall receive two (2) "days" of personal leave. The day is defined as the number of assigned periods of responsibility; for example, 1/5, 2/5, 3/5, etc., would receive one day of personal leave.

The maximum accumulation of personal leave shall be four (4) "days."

If a part time teacher changes status of assignment, the days of leave accumulated shall be recalculated by the following formula with the number of days rounded to the nearest ½ day: old load * accumulated days = new load * accumulated days.

Notification of such leave shall be submitted in writing to the Superintendent at least five (5) days in advance of the absence except under emergency conditions.

No more than 10% of staff members may be absent on any given day for personal leave. Unused personal leave days shall accumulate to a maximum of four days. The teacher may not acquire any days that would provide more than the stated maximum number of personal days. Earned personal leave days which would exceed four (4) accumulated personal leave days will be transferred to sick leave.

K. Credit on Salary Schedule

On receipt of application by the teacher, the Board shall consider granting credit on the salary schedule for curriculum development or work or travel experience related to the applicant's teaching field. The following procedures shall be followed by the teacher and the Board pursuant to the above:

1. The teacher shall make written application at a regular Board Meeting no less than thirty (30) calendar days prior to the commencement of experience or work for which he/she seeks credit.
2. Such written application shall include a detailed description of the work or travel experience and an explanation of its relevance to the teacher's subject area or its value to the educational program of Rock Falls High School. The application shall include a request for a specific number of credit hours, either one, two, or three.
3. Upon receipt of such application, the Board shall take action at its next regular meeting. Such action shall be to either grant tentative approval for the number of credit hours requested or to refuse to grant credit, on the basis that the work involved is not of sufficient value to the district. The applicant shall be notified of this decision within three (3) calendar days after the decision has been reached.
4. No more than thirty (30) calendar days from the completion of the work or travel experience for which he/she has received tentative prior credit, the applicant shall present to the Board evidence of completion of the work as detailed in the original presentation. The applicant will need to establish the relevance and value to the educational program of the work he/she has completed. Within thirty (30) calendar days of such presentation, the Board shall inform the applicant of its decision to grant or withhold credit for the experience. That decision will be based on whether or not the originally detailed work was completed and its resulting value to Rock Falls High School. If such action shall be to withhold credit, the applicant shall be given the reasons for the decision in writing.

L. Family and Medical Leave Act

Eligible employees may request to use FMLA leave in accordance with Board Policy.

M. Extended Unpaid Leave

1. Right to Leave

An employee who is to become the parent of a newborn child or an adopted child shall have the right to an unpaid leave of absence. The leave will be allowed to extend to a maximum of two semesters following the semester of requested leave. (The combination of any FMLA leave and extended unpaid leave shall not extend beyond two semesters following the semester of requested leave.) The leave will begin and salary will stop at the end of the day on the last full day of employment. In case of adoption, the beginning of the adoption leave shall be determined by the adoption agency in relation to the availability of the child.

2. Application for Extended Leave

Application for extended leave should be filed with the Superintendent at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) day rule shall be omitted, but the employee must notify the Superintendent at the earliest opportunity of the intent to take extended leave.

The written application for extended leave shall: 1. Be accompanied by the proper certification of pregnancy or impending adoption by the employee's physician or adoption agency; 2. The date that leave is requested to begin; 3. The anticipated date the employee expects to return to normal duties.

3. Rights While on Extended Leave

Employees on extended leave, upon monthly advance payment of the appropriate premiums, may continue as members of the Board life insurance, health insurance and disability insurance, subject to the carrier's approval.

4. Reinstatement Rights

An employee returning to work at the expiration of leave, unless another leave has been approved, shall be placed in the same or a comparable teaching position held at the time the leave was granted. Teachers who have taught one semester or more during the year the leave begins or ends shall be credited with a full year of experience on the salary schedule.

5. Early Termination of Leave

An employee may request an early termination of the leave in writing to the Board. If the early termination request is granted, the Board shall assign the employee to the same or a comparable position.

6. Non-Tenured Teachers

It is understood that any non-tenured teacher who receives an unpaid leave (which exceeds the number of days to which he/she may be entitled under the Family and Medical Leave Act) will experience a break in service for the purpose of acquiring tenure. In the event the non-tenured teacher returns to District employment at the end of the leave, the teacher will return to the status of a first-year probationary teacher.

N. Professional Leave

1. A leave of absence, without pay, of two (2) years or less may be granted by the Board of Education to any teacher under continual contractual service for the purpose of serving as an elected officer, or as staff member, of the Illinois Education Association or the National Education Association.
2. In order to avoid discontinuity in the education of students and in order to provide better education and planning, the leave, when granted, shall begin and end at the end of a quarter (or semester) of the school calendar.
3. The affected teacher shall notify the Superintendent as soon as the teacher is nominated as a candidate for office or is offered employment. The Superintendent and the affected teacher shall recommend a mutually agreed upon date for the beginning and termination of the leave to the Board of Education at its next regular or special meeting. The leave will begin, and salary will stop, at the end of the day on the last day of employment.
4. At least ninety (90) days prior to the termination of the leave, but in no event later than March 1 of the preceding school year, the teacher shall notify the Superintendent in writing of his/her intent not to return to the system. Failure to provide such written notice within the time limit stated shall constitute a resignation on the part of the teacher.
5. When the best interests of both the students and the teacher will be served by either the shortening or extending of the leave period, the Board of Education may grant such modification if it has been mutually agreed to by the teacher and the Superintendent.
6. The continued contractual service status of any tenured teacher shall not be adversely affected by professional leave of absence, within the limits set forth by this policy statement. The normal salary increments, however, will not be granted during the leave, and neither will the leave time be credited as service time for advancement on the salary schedule nor shall credit be granted towards seniority.

O. Advanced Study Leave

1. A leave of absence, without pay, of one (1) year only, unless approval is granted by the Board for an extension, may be granted by the Board of Education to any teacher under continued contractual service for approved advanced study in the field of the teacher's major teaching assignment. The teacher, in making application to the Superintendent for such leave, shall submit a program of study approved by his/her advisor, leading to an advanced certificate or degree and shall state this intention to return to the system at the termination of the leave period.
2. In order to avoid discontinuity in the education of students and in order to provide a better education and planning, the leave, when granted, shall begin and end at the start of the school year. Application for such leave shall be submitted to the Superintendent prior to April 1, of the school year preceding the school year for which leave is requested. The Superintendent shall submit the request for leave to the Board of Education with a recommendation for action at the next regular or special meeting of the Board.
3. The teacher on advanced study leave may elect to continue current insurance coverage by making a written request to the Superintendent and by payment, to the bookkeeping office, of the full premium required (monthly) to keep the insurance in force.

4. The continual contractual service status of any tenured teacher shall not be adversely affected by advanced study leave of absence, within the limits set forth by this policy statement. The normal salary increments, however, will not be granted during the leave, and neither will leave time be credited as service for tenured advancement on the salary schedule equivalent to the approved additional advanced training satisfactorily completed in accordance with the original approved application.
5. The teacher shall notify the Superintendent, in writing, by March 1 of his/her intention to return to the system. Failure to provide such a written notice within the time limit stated shall constitute a resignation on the part of the teacher.
6. When the best interests of both the students and the teacher will be served by either the shortening or extending of the leave period, the Board of Education may grant such modification if it has been mutually agreed to by the teacher and the Superintendent.

P. Travel Allowance

As of July 1 of each year, the prevailing IRS mileage allowance in effect will be observed for the upcoming year

Q. Professional Enrichment Leave

With prior approval of the appropriate department head and principal, the Board may grant leave to teachers and coaches for professionally beneficial workshops, visitations, conferences, clinics, etc.

R. Professional Growth

The following guidelines shall be used in determining the acceptance of course(s) for approval for salary schedule advancement:

1. Teachers requesting approval of course(s) shall submit the appropriate request form to the Principal and shall receive approval prior to enrolling in the course(s) according to the date requested by the teacher.
2. Teachers requesting approval of a MA/MS degree program shall submit all course work and proof of acceptance in the program along with an explanation of the title (of the program) along with any explanation necessary to its (program) understanding. This information shall be in the form of a letter, signed by the candidate's advisor or department, submitted to the Principal. Requests for MA/MS degree programs in the teacher's assigned teaching field shall be approved automatically once the above criteria have been met.
3. Teachers enrolled in a MA/MS degree program, without the approval of the Principal, shall receive no credit toward the salary schedule until completion of the requirements for this degree. This is applicable to programs outside the individual's assigned teaching field. At this time, teachers shall be placed at the MA degree lane of the salary schedule.
4. Teachers shall be allowed to take courses in any area in which they are listed as certified to teach on the seniority roster. Salary schedule credit will be given for graduate work only.

5. Individual courses submitted for approval in education classes may be approved, provided the teacher has not previously earned credit in an identical course. Education courses are understood to be those offered within the graduate program of a university's college of education. Such departments may include, but are not limited to, secondary education, counselor education, educational administration, foundation of education, curriculum and instruction, and instructional technology or other areas directly associated with Rock Falls High School.
6. Courses on the undergraduate level may be taken for advancement on the salary schedule with prior approval from the Principal under the following conditions:
 - a. Course(s) needed to make up a deficiency created by revised certification requirements.
 - b. Reassignment in a different teaching responsibility.
 - c. Courses dealing with recent advances within a person's teaching area where undergraduate courses are a prerequisite for graduate courses.
 - d. Courses denied will be accompanied by a written explanation detailing the reasons to the applicant.
 - e. The Professional Growth Committee, consisting of three Association members, appointed by the Association, shall be formed to review decisions made by the Principal and to make recommendations to the Superintendent in the event of conflict. The Professional Growth Committee shall be appointed within two (2) working days after an appeal has been filed.
7. To accommodate the need for staff development opportunities, each faculty member shall be engaged in fifteen (15) hours of additional training per school year. These experiences shall be no greater than three (3) hours in length on any school or teacher work day. The scheduling of these staff development hours shall be the responsibility of the Staff Development Committee.

Faculty members who can be moved to the right on the salary schedule shall receive two (2) semester hours of credit for these experiences. Those faculty members who cannot move to the right shall receive \$28.25 per hour for 2009-2010, \$28.50 per hour for 2010-2011 and \$28.75 per hour for 2011-2012 for the 15-hour staff development experience.

8. No more than twelve (12) semester hours can be credited toward movement on the salary schedule in any one year after the MA step.

S. Retirement

1. Insurance Coverage

Upon retirement through the Illinois Teachers' Retirement System under the Illinois *Pension Code*, and twenty (20) years of service to the district, the Board will pay up to the current amount it is paying for active employees' single coverage under Paragraph II-A BluePrint PPO toward TRS Health Insurance which shall be paid by the Board through the year in which the certificated staff member attains eligibility for Medicare.

Upon the individual's eligibility for Medicare, as determined by Medicare regulations, the Board will pay a Medicare supplement to the Teachers' Retirement Service for a Medicare supplemental group policy. This will pertain to the former employee only.

2. Early Retirement

The Board may limit the number of teachers who may retire under the Early Retirement Without Discount provision of the Illinois *Pension Code*, 40 ILCS 5/16-133.2, to 10% of those eligible, with the right to participate allocated among those applying on the basis of seniority in the service of the District. The Board retains the right to waive the 10% limit on a non-precedential basis.

3. Retirement – Salary Enhancement –Eligibility

Certified staff members shall be eligible for a salary enhancement in the final four years of teaching provided the following requirements are met:

- a. The certified staff member must resign from the District for the purpose of retirement pursuant to the rules of the Illinois Teachers' Retirement System ("TRS");
- b. At the time of his/her retirement, the certified staff member must have completed twenty years of experience in District #301 or its successor;
- c. At the date of actual retirement, the certified staff member must be at least sixty years old (or be at least fifty-five years old with thirty-five years of creditable service, which may include sick leave if such sick leave is recognized by TRS for service credit) and must be considered by TRS to be eligible to retire without penalty to him/herself or the District;
- d. The certified staff member must submit a written, irrevocable notice of intent to retire to the Superintendent by April 15 of the school year prior to the school year in which the retirement salary enhancement will begin. (Late submission for first year of Agreement - Note: Employees who wish to begin receiving a salary enhancement during the 2009-2010 school year shall be permitted to submit their irrevocable, written notice of retirement to the Superintendent by September 1, 2009.) Such retirement notice shall be final and irrevocable unless the teacher has a life-changing event after the retirement notice is given (*i.e.*, change in marital status, death of spouse, dependency, etc.) and such life-changing event was not known or contemplated by the staff member at the time retirement notice was given. If a life-changing event occurs, the teacher may submit a written request to the Board and if the Board determines, at its sole discretion, that such event qualifies as a life-changing event, the Board shall allow the teacher to withdraw and cancel his/her retirement notice. The Board's decision shall be considered non-precedential and non-grievable.

In the event the Board allows a staff member to withdraw and cancel his/her retirement notice and the staff member has received the salary enhancement as provided for in this article, he/she shall repay such salary enhancement and shall execute any necessary documents to authorize deductions from his/her paychecks and/or to promise repayment. The amount to be repaid by the staff member shall be the difference between the pay the staff member received under the salary enhancement and the amount the staff member would have received based upon the regular salary schedule chart, including moves the staff member would have received for years of service. Repayment shall be scheduled to be completed in the same number of months that the benefit was received, up to a maximum of two (2) years. Any outstanding balance would be withheld from the final two (2) paychecks upon termination. If there is still remaining a balance, the staff member will be required to reimburse the district prior to termination; and

- e. The certified staff member must not have received a greater than 6% increase in creditable earnings (which shall exclude any grandfathered and/or exempt creditable earnings) for the school year in which the notice of intent to retire is submitted and in each of the two preceding years (*e.g.*, if, on April 15, 2010, a certified staff member submits a notice of intent to retire, the District will determine whether his/her 2009-2010 total creditable earnings will exceed his/her 2008-2009 total creditable earnings by more than 6%, whether his/her 2008-2009 total creditable earnings exceeded his/her 2007-2008 total creditable earnings by more than 6% and whether his/her 2007-2008 total creditable earnings exceeded his/her 2006-2007 total creditable earnings by more than 6% - excluding any grandfathered and exempt creditable earnings.) (Note: For a teacher requesting to begin receiving his/her salary enhancement during the 2009-2010 school term, the District will determine whether his/her 2008-2009 total creditable earnings will exceed his/her 2007-2008 total creditable earnings by more than 6%, whether his/her 2007-2008 total creditable earnings exceeded his/her 2006-2007 total creditable earnings by more than 6% and whether his/her 2006-2007 total creditable earnings exceeded his/her 2005-2006 total creditable earnings by more than 6% - excluding any grandfathered and exempt creditable earnings.) If the certified staff member's non-grandfathered and non-exempt creditable earnings exceed any of the prior year's during this "look-back" period, the teacher may retire without the retirement salary enhancement provided herein or may determine to postpone the submission of his/her notice of intent to retire until a later date.

4. Retirement - Salary Enhancement - Benefits

Provided the certified staff member meets all the eligibility requirements outlined above, he/she shall receive a 6% increase in total creditable earnings over each of the prior year's total creditable earnings for a maximum of up to four (4) years.

Such retirement benefits shall be in lieu of all scheduled salary increase, supplemental duty pay, overload, summer school, hourly work, and any other form of creditable earnings. The salary enhancement shall be part of the certified staff member's regular pay and shall be paid with the regular paychecks, the last of which will be paid in June of the last school year the certified staff member is employed.

If the creditable earnings used by the District to calculate a certified staff member's 6% salary enhancement include pay for department chairperson responsibilities, overload, supplemental duties, or any other work for which the certified staff member receives compensation in addition to his or her scheduled salary, and the certified staff member subsequently stops performing the other work, the District will deduct the corresponding compensation from the certified staff member's salary enhancement. However, if a staff member's supplemental/overload assignment is removed due to program cuts, lack of enrollment, or some other circumstance beyond the staff member's control, there shall be no reduction in compensation.

5. Legislative Changes

In the event the Illinois General Assembly enacts legislation imposing a penalty on the District for providing this four-year retirement salary enhancement, the benefit will cease to exist as of the start of the school year following the effective date of such legislation. Additionally, this retirement salary enhancement shall only be available if the retiring certified staff member does not elect and receive a new statutory retirement plan which is unforeseen at the date of this contract. (The intent of this clause is to prevent a retiring certified staff member from "double-

dipping” by accepting both this retirement benefit and another retirement plan which may be enacted after the date of this contract.)

This provision shall not preclude the Board from negotiating an individual early retirement agreement with any certified staff member covered by this Agreement. In such an event the certified staff member shall have the right to request Association representation.

Note: If changes in state law during the term of this contract impact upon the retirement options in Section II-R, mid-term bargaining, on these items only, will occur.

III. Working Conditions

A. Review of Personnel File

Each teacher shall have the right, upon reasonable request, to an appointment to review the contents of his own personnel file, except for any confidential information, including credentials from any placement office. A representative of the Association may, at the teacher’s request, accompany the teacher during the review. The file shall be reviewed in the presence of the Principal or the Superintendent and no part of the file may be removed. Copies of certain items may be made as allowed by the Personnel Records Review Act. Faculty will be notified of all items placed in the personnel file. Such notifications will occur at the time the material is placed in the file.

Materials relating to discipline or re-employment may not be placed in the teacher’s personnel file without first giving the teacher a copy of the particular material and an opportunity to place a written response to this material in said file.

Materials pertaining to discipline (or remediation) shall be removed from the personnel file upon request of the teacher or administration, providing five (5) years have elapsed from the last date of the additions of such disciplinary, (remediation) or other document or materials which pertain to misconduct by an employee. However, materials involving any of the following matters will not be removed so long as the employee remains an employee of the District:

1. Activity by an employee, documented by written administrative review, involving or pertaining to illegal drug or alcohol activities or alcohol or illegal drug use during duty hours.
2. Physical, mental, or sexual abuse or injury to a student or other child, documented by written administrative review.
3. Proof of felony conviction involving drug possession or sale or involving the use of weapons.
4. Criminal conduct that causes harm to the District’s property or business operations or causes the District financial injury or legal liability.

B. Faculty Member Leaving Building

Teachers should not leave the building during the school day except for school business or extreme emergency situations. If it is necessary to leave the building during the school day, teachers shall receive permission from an Administrator. Upon leaving the building, teachers shall complete the Staff Sign-In/Sign-Out Log in the Main Office by indicating the following: date, name, destination, and sign-out time. Immediately upon returning to the building, teachers shall indicate the sign-in time on the Staff Sign-In/Sign Out Log in the Main Office.

Teachers may leave the building during their 30-minute duty-free lunch period. Administrator permission is not needed to leave the building during a teacher's lunch period. However, teachers are requested to notify the Main Office before leaving the building for lunch.

C. Notice of Teaching Assignment

Notice of new teaching assignments shall be given to teachers whose teaching assignments have been changed as soon as possible prior to the beginning of the school year. Teachers so affected shall be given the opportunity to consult with the department chairman to whom they are assigned concerning their new assignment.

D. Student Discipline

The Board of Education agrees to give support to teachers and Administration of the District in carrying out our established Board of Education Policies and Administrative directives relating to the discipline of students.

Upon parental request to meet with the teacher, the Administration shall first brief the teacher as to the parental concern. Should the attempt to schedule a conference fail, the teacher will be kept fully informed of any action taken.

E. Teaching Assignment Limits and Substitute Fee

Teachers shall be scheduled for no more than an average of 5½ class periods of instruction and/or supervision per day. The Administration shall make an effort to balance the various assignments for instruction and/or supervision to eliminate disparities, but the Association acknowledges that exact parity may not be possible. The Administration shall consult with the affected Department Chair as a step in the delegation of instructional extra assignments.

The Administration and Association agree that once the teaching schedule is created and preparation periods determined, the Principal will make every effort to rotate the supervisory assignments based on period-by-period availability.

A teacher who substitutes for another teacher on staff shall be paid \$28.25 per class period for 2009-2010, \$28.50 per class period for 2010-2011 and \$28.75 per class period for 2011-2012.

Teachers who accept assignments that exceed the above stated maximums will be compensated at the rate of \$2,875 per year for each non-academic class and \$5,750 per year for each academic class.

F. Department Organization

Departments will be organized under the supervision of a department chairperson. There shall be one department chairperson for each of the following departments, as recognized by the Association and Board:

Business	Family and Consumer Science
Social Studies	Art
English	Industrial Arts
Science	Media Center
Foreign Language	Guidance
Math	Drivers Education
Physical Education	Special Education
Music	

G. Attendance at Faculty Meetings, Institutes, and Open House

All certificated faculty members shall attend all faculty meetings, institutes, and open house activities unless excused from attendance by the Superintendent. Teachers attending class sessions of previously approved course work on the night of the open house shall be excused from attending the open house by the Superintendent. However, teachers so excused agree to be available for conference with all interested parents at a time mutually convenient to both the parent and to the teacher.

H. School Day and Parent-Teacher Conferences

Teachers' hours of responsibility shall be twenty minutes prior to the start of school and twenty-five minutes after the students are dismissed on all school days except when faculty meetings, parent-teacher conferences, or student supervision in an emergency situation alters this schedule. On the last attendance day before the scheduled vacations for Thanksgiving, Christmas and Easter, teachers will be released at 1:50 p.m. On Fridays teachers may leave immediately after student dismissal.

After consultation with staff, the Principal will assign teachers' hours for Parent-Teacher Conference days, and teachers shall be required to work their assigned hours. No more than two (2) Parent-Teacher Conference days will be scheduled for the year. On Parent-Teacher Conference days the teachers' hours of responsibility will not be in excess of three (3) hours more than the number of hours in a normal school day.

In the event of major curriculum revision or the writing of competency tests the school day will be shortened or substitute teachers will be employed to provide released time for regular classroom teachers.

I. In-Service Training Days

In-service days shall be planned jointly by faculty and Administration. The need for in-service days shall be determined and scheduled by the Administration.

Planning of in-service programs shall be based on the recommendation of a faculty in-service committee.

If R.O.E. approval is not granted for approved workshops/in-service, early dismissal will be scheduled on those days affected.

J. Contracts

Contracts shall be issued to all non-tenured faculty members for those years of employment served in probation. A notification of salary placement shall be issued to all tenured faculty members; such

faculty members are requested to sign one copy of the notice as acknowledgment of receipt of such notice.

K. Faculty and Department Meetings

During the current school year faculty meetings will be scheduled for the months of September, November, January, March, and May. Department meetings will be scheduled in lieu of faculty meetings for the months of October, December, February, and April. Department chairpersons may also elect to schedule department meetings in the months of August, September, November, January, March, and May. Faculty and department meetings will be held at a time no earlier than fifteen (15) minutes before the beginning of staff members' hours of responsibility. Meetings held at the close of the school day will not extend more than thirty (30) minutes after the end of the staff members' hours of responsibility.

L. Right to Have a Representative

1. It is the right of each Association member to have a representative of his/her choice in attendance with him/her at any conference meeting with the Administration or the Board of Education. The representative will be allowed to speak on behalf of the Association member, if the Association member so designates.
2. It is the right of each Association member to have post and/or summative evaluation conferences tape-recorded. If the member elects to have the conference recorded, at the conclusion of said conference(s) the tape will be placed in an envelope, which will be sealed. On its face the observer and member will sign, date, and indicate the nature of the conference. The package will then be delivered to the Superintendent.

If the member chooses to have the tape reviewed, he/she will submit a written request to the Superintendent stating the reason for the request. The Superintendent will then set a review meeting date at which time the observer, member, Association President, and Superintendent will open the envelope and listen to the tape recording.

If the member does not request the review within five school days of the conference at which the recording was made, the tape will be destroyed.

M. Reduction in Staff

1. Consultation with Association

When the Board decides it is necessary to reduce the number of employees in the District because of decreased enrollment, lack of funds, or other reasons, the Association Executive Committee will be informed on such reductions in staff not less than five (5) days in advance of any Board action regarding the number of employees not to be reemployed, and the particular positions to be eliminated. The Association Executive Committee shall be given an opportunity to discuss the number of employees not to be reemployed, the particular positions to be eliminated, and the rationale behind the decision to reduce in force the employee(s).

2. Procedure for Staff Reduction

If a teacher in contractual continued service is removed or dismissed as a result of a decision of the Board to decrease the number of teachers employed by the Board or to discontinue some

particular type of teaching service, written notice shall be given the teacher by registered mail at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore, and in all such cases the Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service. As between teachers who have entered upon contractual continued service, the teacher or teachers with the shorter length of continuing service with the District, as determined by the District Seniority List and its tie-breaker provision (Appendix F), shall be dismissed first so far as the legal qualifications for the final position(s) are held by a more senior teacher.

3. Order of Recall

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed, in reverse order of their dismissal, so far as they are legally qualified to hold such positions.

4. Employee's Obligation to Respond to Recall

The employee's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter sent by certified mail to the employee's address on file with the Board recalling such employee shall result in the termination of the employee's rights to recall hereafter.

IV. Grievance Procedures

Grievance Policy

The Rock Falls High School Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its faculty can be assured of a hearing on their grievances. Such procedures shall be available to all members of the Association covered by this contract. No reprisals of any kind shall be taken against any member initiating or participating in the grievance procedure.

Grievance Defined

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the written contract entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed upon.

Party in Interest

The lodging of a grievance shall be the exclusive right of the individual faculty member and no faculty organization shall have the right to lodge a grievance on behalf of a faculty member or to appeal any action taken on the grievance of an individual faculty member. The employee organization may file a grievance on its behalf or on behalf of a group of faculty when more than one person is similarly aggrieved. Any grievance lodged by the Association on its own behalf may begin at Step 2 of the grievance procedure.

Time Limits

All time limits consist of school days (days when teachers are required to be present for performance of contractual service) except that when a grievance is submitted on or after May 1, the matter may be resolved before the close of the school term or as soon as possible thereafter.

Communication

The Association President shall be provided a copy of all written communications that are given to the grievant during the processing of a grievance.

Step One:

Any faculty member having a grievance shall first discuss such grievance with his/her immediate superior.

Step Two:

If the discussion does not resolve the grievance to the satisfaction of the faculty member, then the faculty member shall have the right to lodge a written grievance, including the remedy requested, with the faculty member's Building Principal. If such grievance is not lodged within fifteen (15) working days following the act or condition that is the basis of said grievance, it shall no longer exist. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the Superintendent. The faculty member shall have the right to request a hearing before the Building Principal. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved faculty member shall be advised in writing of the time, date, and place of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of his/her faculty organization.

The Building Principal shall take action on the written grievance within five (5) working days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the faculty member and the Superintendent.

Filing of formal grievance at this step must be within fifteen (15) working days from date of occurrence giving rise to grievance or from date when grievant might reasonably have become aware of such occurrence.

Step Three:

If the action taken by the Building Principal does not resolve the grievance to the satisfaction of the faculty member, such faculty member may appeal, in writing, to the Superintendent. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Principal's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, the Superintendent shall conduct a hearing within five (5) working days after the receipt of the request. The aggrieved faculty member shall have the right to be represented at such meeting by counsel or by a representative of his/her faculty member organization.

The Superintendent shall take action on the appeal of the grievance within five (5) working days after receipt of the appeal, or if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reason for such action shall be reduced to writing and copies sent to the faculty member and the Building Principal.

Step Four:

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the faculty member, such employee may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy filed with the Secretary of the Board of Education. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education or within ten (10) working days. The aggrieved faculty member shall have the right to be represented at such meeting by counsel or by a representative of his/her faculty organization.

The Board of Education shall act upon such appeal no later than its next regular meeting. The action of the Board of Education shall be recorded in the official minutes of the Board by reference only and copies of the final action shall be sent to the faculty member, Building Principal, and Superintendent.

Step Five:

If the action taken by the Board of Education does not resolve the grievance to the satisfaction of the Association, the Association may request that the grievance be submitted to arbitration under the American Arbitration Association, which shall act as administrator of the proceedings. The decision of the arbitrator will be final and binding, and he/she is empowered to include in his/her award such financial reimbursement as he/she judges to be proper. The arbitrator shall have no authority to change the language or intent of the existing professional negotiation agreement. Each party shall bear full costs of its presentation before the arbitrator and will pay one-half the cost of the arbitrator and AAA. Each party has the option to file a brief.

Step Six:

If any arbitration proceeding is conducted during the normal teacher day, the Board shall release without loss of pay or any benefits, the teacher who is grievant and a representative of the Association.

Step Seven:

The withdrawal of a grievance at any level shall not constitute a precedent or a bar to the bringing of a new grievance subsequently alleging an identical violation of this agreement provided that any grievance so withdrawn shall be treated as if it had never been filed.

V. Professional Negotiations Agreement

A. Scope of Negotiations

Those areas as prescribed by law.

B. Recognition

Section 1. The Rock Falls Township High School Board of Education does hereby recognize, for the term of this contract, the Rock Falls High School Education Association, IEA/NEA to be the sole and exclusive negotiating agent for certificated personnel employed, by the Board, and excluding the Superintendent, Assistant Superintendent, Principal, Assistant Principal, Dean of Students, and other administrative or supervisory personnel, and temporary personnel, excluding department chairpersons, who teach one-half the time or more, having the authority to hire, transfer, assign, promote, supervise, discharge or discipline other teachers, or having the responsibility to make other recommendations thereon. Such recognized negotiating agent shall not serve as negotiating agent for any employee or any cooperative for which the Rock Falls Township High School Board of Education serves as the Administrative Board.

C. Fair Share

Commencing on the effective date of this Agreement, or thirty (30) days after initial employment, and continuing during the term of this Agreement, any teacher who is not a member of the Association shall pay to the Association annually his/her fair share of the cost of the collective bargaining process and contract administration as measured by the amount of dues uniformly required by members of the Association.

By September 1 of each year, the Association shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Association, and shall supply the calculation of the fee. If the non-member teacher has not made payment to the Association within thirty (30) days of the demand/certification, the Board will commence to deduct the fair share fee payment from the earnings of the non-member teacher and pay it to the Association.

Non-member teachers who object to the amount of the fair share fee have the right to file objections pursuant to the internal procedures established by the Association for objecting to the amount of the fair share deduction. Additionally, non-member teachers who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board (IELRB) pursuant to its rules and regulations. Upon any such filing and notice of objection, the parties shall place in an interest-bearing escrow account the amount of each pending resolution of the charge. The parties shall maintain an escrow account during the pendency of the charge and any judicial review taken pursuant to the IELRB's rules.

If a non-member teacher declares in writing to the Board and Association the right of non-association based either upon bonafide religious tenets or teachings of a church or religious body of which the teacher is a member, such non-member shall be required to pay an amount equal to his/her proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Association. If the affected teacher and the Association are unable to reach an agreement on the matter, the teacher shall select a charitable organization for receipt of the payment from an approved list established by the IELRB in accordance with its rules. The Association shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including attorneys' fees incurred, that shall arise out of or by any reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance upon any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

D. Procedures for Conducting Negotiations

Section 1. Submission of Contract

Changes proposed for negotiations shall be submitted in writing by the Rock Falls Township High School Education Association to the Superintendent, or the designated representatives, on or before April 1. The first negotiating session shall be held on a mutually agreeable and convenient meeting date no later than April 1, as per the Illinois Educational Labor Relations Act and its rules and regulations.

Section 2. Negotiating Teams

The Board of Education and the recognized teacher association shall negotiate in good faith and be represented to all negotiating meetings by a team of negotiators, not to exceed five members each.

The Superintendent or the Administrative Assistant shall be party to all negotiations and shall have the right to speak. All negotiations shall be conducted exclusively between said teams.

Section 3. Negotiation Meetings

The parties agree that their duly designated representatives shall meet at reasonable times and negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives.

Section 4. Tentative Agreements

When tentative agreement is reached on any agenda item, it shall be reduced to writing and initialed by both parties.

Section 5. Caucus

Upon the request of either party, the negotiations meeting shall be recessed for a set period of time to permit the parties to caucus.

Section 6. Exchanges of Information

The Rock Falls High School Education Association shall be furnished, on request, all regularly and routinely prepared information concerning the financial condition of the school district including the annual audit and adopted budget. In addition, the Board and the Administration will grant a reasonable request for any other readily available and pertinent information that may be relevant to negotiations. Nothing herein shall require the central administrative staff or members of the Board to research and assemble information.

The Association will furnish copies of any pertinent information as requested by the Superintendent or the Board. Complete candor, honesty, and sincerity shall guide all parties.

Section 7. Progress Reports

Periodic progress may be issued to the public during negotiations but only if such release has the prior approval of both parties. In the event of impasse, either party may issue its own releases.

Any report unilaterally released by either party concerning negotiations shall constitute a breach of good faith and shall automatically terminate negotiations and this agreement.

Section 8. Agreement

When agreement is reached on all matters being negotiated, the understanding of the parties shall be reduced to writing, signed by a representative of each party, and submitted to the membership of the Rock Falls High School Education Association for ratification. Upon certification to the Board of Education of the ratification by ballot by the federal assembly of the Association, said memorandum of understanding between the parties shall then be submitted to the Board of Education for its consideration at its next regular or special meeting. If approved, on roll call, by the affirmative vote of a majority of the full Board (4 ayes), the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board and the Association.

Section 9. Right of Minorities and Individuals

Nothing contained herein shall abridge the right of the individual teachers and minority teacher organizations to present their views and recommendations to the Board of Education pursuant to established procedures, provided that professional negotiations shall be conducted only with the recognized teacher organization.

The benefit of any and all decisions and conclusions the Board of Education may reach after having negotiated with the teacher organization shall apply equally to all teachers employed by the Board whether members of the unit of representation or not.

Section 10. Impasse Procedure

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Labor Relations Board shall be notified.

Section 11. Waiver of Negotiations During Term of Agreement

The Rock Falls High School Education Association and Board of Education agree that this contract provides the mutually satisfactory method, time, and content of negotiations. It is mutually agreed to by the signatories hereto that during the life of any contract reached, pursuant to the terms and conditions spelled out herein, neither the teacher organization nor the Board shall be obligated to negotiate with respect to any matter referred to or covered in said contract.

Section 12. Right of the School Board to Manage the School System

The Rock Falls High School Education Association hereby acknowledges: That the Board of Education of the Rock Falls Township High School is the employer of all the members of said Association and that said Board is vested with the exclusive authority, as granted and required by law, to establish policy in all matters relative to the conduct of the Rock Falls Township High School; that the Board on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States; that the Board of Education will retain the right, in accordance with applicable laws, policies, regulations, and procedures (1) to supervise and direct employees of the Board; (2) to hire, assign, promote, transfer, and retain employees in position within the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duties because of lack of application of other legitimate reasons or for just cause; (4) to maintain the efficiency of operations of the school district entrusted to them; (5) to determine the methods, means and personnel by which such operations are to be conducted; and (6) to take whatever actions the Board of Education may deem necessary to carry out the responsibilities of the Board of Education in any and all situations including those situations which the Board considers emergency in nature.

Section 13. No Strike Pledge

The Association agrees:

1. That no certificated professional employee, nor any organization of employees, nor any person acting on behalf of an employee organization shall ever at any time engage in or encourage or support any strike, slow down, or other refusal to render full and complete contractual services in the School District.

The Association hereby agrees not to strike, or engage in, or support or encourage any refusal to render full and complete contractual services in the School District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the school. The Board and Association agree there will be no discrimination against teachers for their participation or non-participation in any Association activities permitted in this Agreement.

2. To negotiate in good faith with the Board of Education or its representative.

VI. Legal Exclusions

If any portion of this contract is in violation of the law of the State of Illinois, only that portion in violation shall be considered null and void, and the parties shall bargain the impact of that change under the rules of midterm bargaining.

VII. Term of Recognition of Contract

The Rock Falls Township High School Board of Education does hereby recognize Rock Falls High School Education Association for the purpose of professional negotiations for a three-year term beginning August 20, 2009 and ending August 19, 2012, subject to the terms and conditions contained herewith.

In addition, this contract shall terminate at the time another teacher organization, or “no organization,” is successful at an election as provided herein.

Dated this 20th day of May, 2009

Rock Falls Township High School
Board of Education

Rock Falls Township High School
Education Association

Harold Wagner, President

Jan McKanna, President

Jana Jacobs, Secretary

Brent A. Hughes, Chief Negotiator

John Brackemeyer, Chief Negotiator

APPENDIX A. 2009-2010

Base Salary
\$32,561

2009-2010

Year	B00	B08	B16	B24	M00	M08	M16	M24	M32	M40
1	\$32,561	\$34,026	\$35,491	\$36,957	\$38,422	\$39,887	\$41,352	\$42,818	\$44,283	\$45,748
2	\$34,026	\$35,491	\$36,957	\$38,422	\$39,887	\$41,352	\$42,818	\$44,283	\$45,748	\$47,213
3	\$35,491	\$36,957	\$38,422	\$39,887	\$41,352	\$42,818	\$44,283	\$45,748	\$47,213	\$48,679
4	\$36,957	\$38,422	\$39,887	\$41,352	\$42,818	\$44,283	\$45,748	\$47,213	\$48,679	\$50,144
5	\$38,422	\$39,887	\$41,352	\$42,818	\$44,283	\$45,748	\$47,213	\$48,679	\$50,144	\$51,609
6	\$39,887	\$41,352	\$42,818	\$44,283	\$45,748	\$47,213	\$48,679	\$50,144	\$51,609	\$53,074
7	\$41,352	\$42,818	\$44,283	\$45,748	\$47,213	\$48,679	\$50,144	\$51,609	\$53,074	\$54,540
8	\$42,818	\$44,283	\$45,748	\$47,213	\$48,679	\$50,144	\$51,609	\$53,074	\$54,540	\$56,005
9	\$44,283	\$45,748	\$47,213	\$48,679	\$50,144	\$51,609	\$53,074	\$54,540	\$56,005	\$57,470
10	\$45,748	\$47,213	\$48,679	\$50,144	\$51,609	\$53,074	\$54,540	\$56,005	\$57,470	\$58,935
11	\$47,213	\$48,679	\$50,144	\$51,609	\$53,074	\$54,540	\$56,005	\$57,470	\$58,935	\$60,401
12	\$48,679	\$50,144	\$51,609	\$53,074	\$54,540	\$56,005	\$57,470	\$58,935	\$60,401	\$61,866
13	\$50,144	\$51,609	\$53,074	\$54,540	\$56,005	\$57,470	\$58,935	\$60,401	\$61,866	\$63,331
14		\$53,074	\$54,540	\$56,005	\$57,470	\$58,935	\$60,401	\$61,866	\$63,331	\$64,796
15			\$56,005	\$57,470	\$58,935	\$60,401	\$61,866	\$63,331	\$64,796	\$66,262
16				\$58,935	\$60,401	\$61,866	\$63,331	\$64,796	\$66,262	\$67,727
17					\$61,866	\$63,331	\$64,796	\$66,262	\$67,727	\$69,192
18					\$63,331	\$64,796	\$66,262	\$67,727	\$69,192	\$70,657
19					\$64,796	\$66,262	\$67,727	\$69,192	\$70,657	\$72,123
20					\$66,262	\$67,727	\$69,192	\$70,657	\$72,123	\$73,588
21					\$67,727	\$69,192	\$70,657	\$72,123	\$73,588	\$75,053
22					\$69,192	\$70,657	\$72,123	\$73,588	\$75,053	\$76,518
23					\$70,657	\$72,123	\$73,588	\$75,053	\$76,518	\$77,984
24					\$72,123	\$73,588	\$75,053	\$76,518	\$77,984	\$79,449
25					\$73,588	\$75,053	\$76,518	\$77,984	\$79,449	\$80,914

APPENDIX B. 2010-2011

Base Salary
\$33,538

Year	B00	B08	B16	B24	M00	M08	M16	M24	M32	M40
1	\$33,538	\$35,047	\$36,556	\$38,066	\$39,575	\$41,084	\$42,593	\$44,102	\$45,612	\$47,121
2	\$35,047	\$36,556	\$38,066	\$39,575	\$41,084	\$42,593	\$44,102	\$45,612	\$47,121	\$48,630
3	\$36,556	\$38,066	\$39,575	\$41,084	\$42,593	\$44,102	\$45,612	\$47,121	\$48,630	\$50,139
4	\$38,066	\$39,575	\$41,084	\$42,593	\$44,102	\$45,612	\$47,121	\$48,630	\$50,139	\$51,649
5	\$39,575	\$41,084	\$42,593	\$44,102	\$45,612	\$47,121	\$48,630	\$50,139	\$51,649	\$53,158
6	\$41,084	\$42,593	\$44,102	\$45,612	\$47,121	\$48,630	\$50,139	\$51,649	\$53,158	\$54,667
7	\$42,593	\$44,102	\$45,612	\$47,121	\$48,630	\$50,139	\$51,649	\$53,158	\$54,667	\$56,176
8	\$44,102	\$45,612	\$47,121	\$48,630	\$50,139	\$51,649	\$53,158	\$54,667	\$56,176	\$57,685
9	\$45,612	\$47,121	\$48,630	\$50,139	\$51,649	\$53,158	\$54,667	\$56,176	\$57,685	\$59,195
10	\$47,121	\$48,630	\$50,139	\$51,649	\$53,158	\$54,667	\$56,176	\$57,685	\$59,195	\$60,704
11	\$48,630	\$50,139	\$51,649	\$53,158	\$54,667	\$56,176	\$57,685	\$59,195	\$60,704	\$62,213
12	\$50,139	\$51,649	\$53,158	\$54,667	\$56,176	\$57,685	\$59,195	\$60,704	\$62,213	\$63,722
13	\$51,649	\$53,158	\$54,667	\$56,176	\$57,685	\$59,195	\$60,704	\$62,213	\$63,722	\$65,231
14		\$54,667	\$56,176	\$57,685	\$59,195	\$60,704	\$62,213	\$63,722	\$65,231	\$66,741
15			\$57,685	\$59,195	\$60,704	\$62,213	\$63,722	\$65,231	\$66,741	\$68,250
16				\$60,704	\$62,213	\$63,722	\$65,231	\$66,741	\$68,250	\$69,759
17					\$63,722	\$65,231	\$66,741	\$68,250	\$69,759	\$71,268
18					\$65,231	\$66,741	\$68,250	\$69,759	\$71,268	\$72,777
19					\$66,741	\$68,250	\$69,759	\$71,268	\$72,777	\$74,287
20					\$68,250	\$69,759	\$71,268	\$72,777	\$74,287	\$75,796
21					\$69,759	\$71,268	\$72,777	\$74,287	\$75,796	\$77,305
22					\$71,268	\$72,777	\$74,287	\$75,796	\$77,305	\$78,814
23					\$72,777	\$74,287	\$75,796	\$77,305	\$78,814	\$80,324
24					\$74,287	\$75,796	\$77,305	\$78,814	\$80,324	\$81,833
25					\$75,796	\$77,305	\$78,814	\$80,324	\$81,833	\$83,342

APPENDIX C. 2011-2012

Base Salary 2011-2012
\$34,544

Year	B00	B08	B16	B24	M00	M08	M16	M24	M32	M40
1	\$34,544	\$36,098	\$37,653	\$39,207	\$40,762	\$42,316	\$43,871	\$45,425	\$46,980	\$48,534
2	\$36,098	\$37,653	\$39,207	\$40,762	\$42,316	\$43,871	\$45,425	\$46,980	\$48,534	\$50,089
3	\$37,653	\$39,207	\$40,762	\$42,316	\$43,871	\$45,425	\$46,980	\$48,534	\$50,089	\$51,643
4	\$39,207	\$40,762	\$42,316	\$43,871	\$45,425	\$46,980	\$48,534	\$50,089	\$51,643	\$53,198
5	\$40,762	\$42,316	\$43,871	\$45,425	\$46,980	\$48,534	\$50,089	\$51,643	\$53,198	\$54,752
6	\$42,316	\$43,871	\$45,425	\$46,980	\$48,534	\$50,089	\$51,643	\$53,198	\$54,752	\$56,307
7	\$43,871	\$45,425	\$46,980	\$48,534	\$50,089	\$51,643	\$53,198	\$54,752	\$56,307	\$57,861
8	\$45,425	\$46,980	\$48,534	\$50,089	\$51,643	\$53,198	\$54,752	\$56,307	\$57,861	\$59,416
9	\$46,980	\$48,534	\$50,089	\$51,643	\$53,198	\$54,752	\$56,307	\$57,861	\$59,416	\$60,970
10	\$48,534	\$50,089	\$51,643	\$53,198	\$54,752	\$56,307	\$57,861	\$59,416	\$60,970	\$62,525
11	\$50,089	\$51,643	\$53,198	\$54,752	\$56,307	\$57,861	\$59,416	\$60,970	\$62,525	\$64,079
12	\$51,643	\$53,198	\$54,752	\$56,307	\$57,861	\$59,416	\$60,970	\$62,525	\$64,079	\$65,634
13	\$53,198	\$54,752	\$56,307	\$57,861	\$59,416	\$60,970	\$62,525	\$64,079	\$65,634	\$67,188
14		\$56,307	\$57,861	\$59,416	\$60,970	\$62,525	\$64,079	\$65,634	\$67,188	\$68,743
15			\$59,416	\$60,970	\$62,525	\$64,079	\$65,634	\$67,188	\$68,743	\$70,297
16				\$62,525	\$64,079	\$65,634	\$67,188	\$68,743	\$70,297	\$71,852
17					\$65,634	\$67,188	\$68,743	\$70,297	\$71,852	\$73,406
18					\$67,188	\$68,743	\$70,297	\$71,852	\$73,406	\$74,960
19					\$68,743	\$70,297	\$71,852	\$73,406	\$74,960	\$76,515
20					\$70,297	\$71,852	\$73,406	\$74,960	\$76,515	\$78,069
21					\$71,852	\$73,406	\$74,960	\$76,515	\$78,069	\$79,624
22					\$73,406	\$74,960	\$76,515	\$78,069	\$79,624	\$81,178
23					\$74,960	\$76,515	\$78,069	\$79,624	\$81,178	\$82,733
24					\$76,515	\$78,069	\$79,624	\$81,178	\$82,733	\$84,287
25					\$78,069	\$79,624	\$81,178	\$82,733	\$84,287	\$85,842

Appendix D.
Extra Duty Assignment Differentials

	% of Base	2009-2010 \$32,561	2010-2011 \$33,538	2011-2012 \$34,544
Band (1)	.1105			
Vocal Director (1)	.1105			
Annual (1)	.1126			
Speech (1)	.0978			
Asst. Speech	.0900			
Group Interp. (1)	.0489			
Student Newspaper, or Rocket Update	.0814			
Fall Play Dir. (1) *	.0839			
Spring Play Dir. *, or	.0839			
Musical Director (1)	.1042			
Asst. Musical Dir. (1)	.0474			
Contest Play Dir. (1)	.0489			
Theater Director (1)	.1042			
Actor's Guild (1)	.0545			
National Honor Soc. (1)	.0407			
Student Council (1)	.0863			
Art Club (1)	.0407			
French Club (1)	.0407			
Spanish Club (1)	.0407			
ACE Club (1)	.0407			
Key Club (1)	.0537			
Library Club (1)	.0407			
Science Club (1)	.0407			
History Club (1)	.0407			
Freshman Class Spon. (1)	.0537			
Sophomore Class Spon. (1)	.0537			
Junior Class Spon. (1)	.0537			
Asst. Jr. Class (1)	.0347			
Senior Class Spon. (1)	.0303			
Scholastic Bowl (1)	.0789			
SAP Coord. 1/2 off+	.0526			
Gifted Coord. 1/2 off+	.0526			

*There will only be two of the three theatrical performances, Spring Play, Fall Play, or Musical per school year, one of which may be a musical. Class sponsorship positions will be posted and/or filled by recruitment. Class sponsors are expected to follow the class for four years. During the junior year the sponsor will have the opportunity to recruit an assistant for help. The Board agrees to contribute \$1,000 to class treasuries the freshman, sophomore, and junior year for a total of \$3,000 per class. Any funds left at the end of the senior year will be returned to the general fund.

Appendix E.

Extra Duty Assignment Differentials for Boys' and Girls' Athletic Coaching

	% of Base	2009-2010 \$32,561	2010-2011 \$33,538	2011-2012 \$34,544
Ath. Director (1) +1 Mo.	.1632			
<u>Boys</u>				
Head Football (1)	.1810			
Assistant Football (6)	.1163			
Head Wrestling (1)	.1506			
Assistant Wrestling (2)	.1066			
Head Track -G & B (2)	.1506			
Assistant Track-G & B (4)	.1163			
Golf (1)	.1247			
Asst. Golf (1)	.1066			
Hd Cross Country-G & B (1)	.1247			
Asst. C-C G & B (1)	.1066			
Head Basketball (1)	.1810			
Asst. Basketball (3)	.1163			
Trainer (1)	.2628			
Head Baseball (1)	.1247			
Asst. Baseball (2)	.1066			
<u>Girls</u>				
Head Basketball (1)	.1810			
Asst. Basketball (3)	.1163			
Head Volleyball (1)	.1247			
Asst. Volleyball (2)	.1066			
Head Golf (1)	.1247			
Bowling (1) *	-----			
Cheerleader (1)	.1066			
Head Softball (1)	.1247			
Asst. Softball (2)	.1066			
Dance Team (1)	.0703			

* Position currently not filled.

Note: The Board of Education reserves the right and responsibility to determine the number of coaching/sponsorship assignments, and such assignments may be altered by the Board as it deems necessary in order to provide adequate supervision and coaching in activities and interscholastic athletics.

APPENDIX F.
SENIORITY LIST CRITERIA

1. Employment date as established for tenure purposes.
2. Placement on the schedule in terms of lanes or columns.
3. Prior employment in the District, which must have been contractual service.
4. Lottery.

Columns on the Seniority List

1. Name of faculty member.
2. Length of continued contractual service to this District.
3. Salary schedule step and education level.
4. Current teaching assignments listed by departments.
5. Qualifications listed according to specific areas as per certificate qualifications.
6. Type of certificate.