STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

In the Matter of:	)	
	)	
Rockford Education Association, IEA-NEA,	)	
	)	
Complainant,	)	
	)	
and	)	Case No. 2004-CA-0034-C
	)	
Rockford School District No. 205,	)	
	)	
Respondent.	)	

OPINION AND ORDER

On September 27, 2005, an Administrative Law Judge ("ALJ") issued a Recommended Decision and Order in this case. The ALJ determined that the Rockford School District No. 205 ("District") violated Sections 14(a)(5) and 14(a)(1) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1 et seq. ("Act")[1] by unilaterally implementing an individual learning plan ("ILP") program while bargaining about the program was ongoing.

The District filed exceptions to the ALJ's Recommended Decision and Order. The District also filed a brief supporting its exceptions, to which it attached the post-hearing brief it filed with the ALJ. The Rockford Education Association, IEA-NEA ("Association") filed a response to the District's exceptions.

We have considered the ALJ's Recommended Decision and Order, the District's exceptions and the briefs of the parties. We have also considered the record and applicable precedents. For the reasons in this Opinion and Order, we affirm the ALJ's Recommended Decision and Order.

I.

We make the following findings of fact, based on the ALJ's findings of fact and the hearing record.

At its January 28, 2003 meeting, the District's Board of Education approved criteria for the promotion/retention recommendations concerning students. Part of the new process included the preparation of ILPs for underperforming students. Using a newly developed form, the student's teachers, with input from his/her parents, were to prepare an ILP when the student was performing at a substandard level.

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[1] Section 14(a)(5) of the Act prohibits educational employers and their agents or representatives from "[r]efusing to bargain collectively in good faith with an employee representative which is the exclusive representative of employees in an appropriate unit." Section 14(a)(1) of the Act prohibits educational employers and their agents or representatives from "[i]nterfering, restraining or coercing employees in the exercise of the rights guaranteed under this Act."

In a letter to the Board of Education President dated January 23, 2003, Illinois Education Association UniServ Director Tom Morgan, in his capacity as Executive Director of the Association, had demanded "to bargain the decision and the impact of any decision concerning the adoption of individual learning plans being contemplated by the Rockford Board of Education." Morgan reconfirmed the Association's demand to bargain and offered bargaining dates in a letter dated February 3, 2003 to District administrator Ann Rundall.

Bargaining sessions took place on February 11, April 9, July 23 and September 18, 2003. The parties bargained over the additional workload on the teachers, the loss of the teachers' planning time, which students would require ILPs, and technology issues, including the availability of computers, printers and telephones. During the session on July 23, the District gave Association representatives a demonstration of a prototype electronic ILP form developed by the Technology Department, and took note of the Association's objections to the form and suggestions for changes. The District told the Association that ILPs would be used initially only in the District's middle schools and later expanded to other schools.

In a letter to the District Superintendent dated September 19, 2003, Morgan expressed concern about the progress of bargaining and stated: "I need to remind the administration that bargaining on this issue is ongoing. The program should not be implemented and these requirements placed on teachers until an agreement is reached between the parties."

In a letter dated September 29, 2003, Morgan informed the Superintendent that he had learned that the principal at Whitehead Elementary School was initiating a plan requiring teachers to write ILPs. Morgan stated: "This dramatically changes the scope of bargaining." Morgan testified that he had learned from an Association building representative that the ILP program was being implemented at Whitehead. (Tr. 40). Morgan subsequently received a copy of a letter sent to the District Superintendent from approximately 20 teachers at Whitehead, a majority of the teaching staff, denying that they were being required to use the ILP forms. The letter did not deny that ILP forms were being used at Whitehead. There is no evidence that ILPs were used at any other District elementary school.

On October 29, 2003, Morgan sent Rundall the Association's final proposal concerning ILPs. His letter again reminded her that teachers should not be required to write the plans until the issue was fully bargained.

At a faculty meeting in October 2003 at West Middle School, the principal told teachers that they were to begin implementing ILPs. The ALJ found that participation was not voluntary. The District objects to this finding on the basis that the transcript reads, at page 106:

Q Was the use of the ILP voluntary in any way?

A No, it was. They were represented to me as being voluntary in October or November in 2003.

However, page 105 of the transcript reads:

Q Were you required to use the Individual Learning Plan?

A Yes.

This is clearer testimony than the testimony at page 106—"No, it was" contradicts itself. Therefore, the ALJ's finding that participation in ILPs was not voluntary was proper.[2]

The ALJ found that teachers in all middle schools were required to start writing ILPs at the end of the first quarter of the 2003-04 school year, after grades were issued for the first time. The District argues that this finding was improperly based on hearsay testimony. The District admitted at the hearing that the ILP program was implemented in the middle schools, although it did not admit that teachers' use of the program was required. (Tr. 81).[3]

The ALJ found that the ILP program was unlike any intervention or remediation program the District had previously implemented, with new forms and a new procedure for making promotion/retention decisions. The District argues that this finding was improperly based on hearsay testimony and unfounded testimony. The ALJ also found that Karen Bieschke, a District middle school teacher and Association building representative, credibly testified that the ILP program was different than any previous District remediation/intervention program and credibly testified that the ILP form was much more time consuming to complete than any previous remediation document. The District argues that Bieschke's experience was inadequate to enable the ALJ to draw conclusions about the District as a whole. Bieschke testified that she had not used Forms A and B, which the District's witnesses testified were used in the previous program. (Tr. 129-30, 146, 166). In addition, Morgan testified that teachers told him that they were having to work additional hours. (Tr. 81). The District argues that this testimony is hearsay.

[2] The Association also provided an affidavit from the witness stating that the transcript did not accurately reflect her testimony. However, Section 1105.170 of the Rules of the Illinois Educational Labor Relations Board provides: "In the event that a party wishes to correct a transcription error in the transcript, the party shall notify the Hearing Officer in writing within seven days of receipt of the transcript and shall simultaneously serve a copy of that notification upon all other parties." The Association did not notify the ALJ that it wished to correct the transcript.

[3] In this Opinion and Order, we cite the hearing transcript as "Tr. ___" and the District's exhibits as "Resp. Ex. __."

Exhibits submitted by the Respondent support a conclusion that the ILP program differed from the District's previous program, and that the ILP program used new forms. (Resp. Exs. C, D, F).

Under the ILP program, teachers were first required to identify which students met the program's criteria based on the student's ISAT and Stanford scores from the previous year; the student's quarterly assessments in English and Math; whether the student had failed any "core subject"; and whether the student had missed 10% or more school days. Because there was no computer program with the relevant information, teachers had to look at the student's permanent record card, look through student folders, and check different places for attendance.

The next step was for the teacher to contact the underperforming student's parents and arrange a meeting at which the ILP could be written by the student's teachers together with the parents. Teachers worked as a team, dividing up such tasks as checking attendance records and contacting parents. Phone calls to parents were made before or after school, and some were made from home. Because it was only possible to call a limited number of Rockford phone numbers from the school telephone, Bieschke used her personal cell phone to call parents concerning ILP meetings. If Bieschke made calls from home, she used her home telephone.

Meetings with parents were generally scheduled during the teachers' planning period. The ALJ found that planning periods are generally used for discussions or research on what teams would be developing together for the curriculum for all students. Planning periods are also used for talking to parents. (Tr. 113, 135). Sometimes the meetings with parents were held before or after school. The parent-teacher conferences for the ILPs were different from regular parent-teacher conferences in that they were generally held during the teachers' planning period and sometimes before or after school. The regular parent-teacher conferences are held on two days in the spring and two in the fall that teachers are given for that specific purpose. Under the ILP program, teachers were required to have parent-teacher conferences every quarter.

Prior to the ILP program, teachers worked to identify students who were in danger of failing, contacted the parents, and created intervention plans. (Tr. 133-35). They worked as teams in this process. (Tr. 134). These activities took place before school, after school or during planning time. (Tr. 134-35). There were phone calls made to parents before or after school. (Tr. 135). However, this does not necessarily contradict the testimony that the ILP process was more time consuming than the previous process or the testimony that it involved new work requirements.

On February 22, 2005, the District's chief educational officer sent an email to all teachers, middle school principals, elementary school principals, and high school principals directing them to stop using ILPs. Teachers had not previously been notified to stop using ILPs.[4]

There is no evidence that the Association ever signed a written agreement with the District concerning the ILP program. The ALJ also found that there was no credible evidence that the Association ever agreed orally to the implementation of a pilot program for the ILPs in the middle schools or any other District schools. At the time of the IELRB hearing, the District and the Association were discussing a new student remediation and intervention program.

II.

The ALJ concluded that the District violated Sections 14(a)(5) and 14(a)(1) of the Act by unilaterally implementing the ILP program at District middle schools and at Whitehead Elementary School while bargaining was ongoing. The ALJ found that the Association did not agree to the implementation of the ILP program. She determined that the case was not moot, because an actual controversy still existed concerning the teachers' compensation for the hours they worked before and after normal school hours to implement the ILP program and concerning the teachers' entitlement to telephone costs. She ordered the District to make teachers whole for the costs they incurred in connection with the ILP program.

III.

The District argues that it did not violate Sections 14(a)(5) and 14(a)(1) of the Act. The District contends that this case is moot. The District asserts that it abandoned the ILP program, and that the ALJ's finding that a controversy remained as to compensation to teachers for costs incurred in connection with the ILP program was based upon insufficient proof. The District argues that the ALJ improperly relied on hearsay and unfounded testimony. The District also argues that the ALJ did not consider the voluntary nature of the teachers' actions. In addition, the District argues that teachers are paid a salary rather than wages, and that, if they are required to spend time beyond the normal working day to perform their responsibilities, they are compensated by their salary. The District objects to the ALJ's remedy.

The Association argues that the District violated Sections 14(a)(5) and 14(a)(1) of the Act. The Association contends that this case is not moot. The Association argues that the remedy to make teachers whole is

[4] Bieschke testified that, as she was asked to do during the 2005 calendar year, she put a note in teachers' mailboxes asking if they were still doing ILPs, and that no one contacted her. (Tr. 138-40).

pending before the Illinois Educational Labor Relations Board ('IELRB"), and that, if the case is found to be moot, there would be little disincentive for employers to unilaterally impose changes in mandatory subjects. The Association argues that the ILP program increased the amount of work teachers had to do. The Association argues that UniServ Director Morgan was able to testify concerning information that he became aware of in his capacity as a union official, and that teacher and building representative Bieschke testified from her firsthand experience. The Association argues that the District did not object to Morgan's alleged hearsay testimony and ask that it be stricken from the record. The Association argues that the ALJ correctly concluded that Bieschke's experience was representative of ILP use in all middle schools. The Association asserts that it need not show each and every instance of a teacher having to use the ILP program and the extent of the impact on wages, hours, and terms and conditions of employment. The Association asserts that, rather, the extent of the impact is better left for the compliance process. The Association maintains that the fact that teachers take actions voluntarily does not negate the fact that they involve mandatory subjects of bargaining. The Association argues that the ALJ relied on a salary compensation basis.

IV.

The District argues that certain testimony should be disregarded on the basis that it is hearsay. Hearsay is defined as "an out-of-court statement offered to prove the truth of the matter asserted," *People v. Heard*, 187 Ill.2d 36, 66, 718 N.E.2d 58, 75 (1999), *cert. denied sub nom. Heard v. Illinois*, 529 U.S. 1004 (2000). The District is correct that, generally, hearsay may not be admitted into evidence in an administrative proceeding. *Abrahamson v. Illinois Department of Professional Regulation*, 153 Ill.2d 76, 606 N.E.2d 1111 (1992).

However, "when hearsay evidence is admitted without an objection, it is to be considered and given its natural probative effect," *Jackson v. Board of Review of Department of Labor*, 105 Ill.2d 501, 508, 475 N.E.2d 879, 883 (1985). At the hearing in this case, the District did not object to the hearsay evidence or make a motion to strike it on the basis that it was hearsay. Similarly, the District did not state in its post-hearing brief that testimony should not have been admitted on the basis that it was hearsay, but only argued as to the weight to be given testimony that was not first person. (District post-hearing brief at pp. 8, 19). Therefore, the testimony should be given its natural probative effect.

The hearsay testimony in question is the testimony of UniServ Director Morgan that teachers were being required to write ILPs, that the ILPs involved new work requirements, that teachers were having to work additional

hours, and that ILPs had been implemented at Whitehead Elementary School. Morgan's testimony that the ILP forms were new is not hearsay. We regard the natural probative effect of this testimony as sufficient that we may rely on it. A union official may properly rely on reports made to him/her by the employees that he/she serves and by building representatives that the employer is implementing new work requirements.

The District also argues that the ALJ improperly drew overall conclusions based on the testimony of Karen Bieschke. The conclusions at issue are that the ILP program was unlike any intervention or remediation program that the District had previously implemented, with new forms and a new procedure for making retention/promotion decisions; that the ILP program differed from any previous program; that the ILP form was much more time consuming to complete than any previous document; that sometimes meetings with parents were held before or after school; and that phone calls to parents were made using personal telephones and before or after school. The District argues that Bieschke's experience was limited, and that she was not familiar with the usage of the forms that the District's witnesses testified were used before the ILP program was implemented.

The ALJ's conclusion that the ILP program was unlike any intervention or remediation program that the District had previously implemented, with new forms and a new procedure for making retention/promotion decisions, was based not only on Bieschke's testimony, but also on Morgan's testimony, on which we have determined that we can rely. In addition, there is documentary evidence that supports a conclusion that the ILP program differed from the previous program, and that new forms were used for the ILP program. Biescke's testimony that the ILP program differed from any previous program and that the ILP form was much more time consuming to complete is supported by Morgan's testimony that the ILPs involved new work requirements and that teachers were having to work additional hours, in addition to the documentary evidence reflecting a difference between the ILP program and the previous program. We note that Bieschke's testimony was credited by the ALJ, and, thus, is reliable as to the experience of teachers with which she was familiar.[5] The ALJ could properly consider Bieschke's testimony that sometimes meetings with parents were held before or after school and that phone calls to parents were made using personal telephones and before or after school to be representative of the experience of teachers implementing the ILP program. The reliability of this testimony is unaffected by any limitations on Bieschke's experience prior to the implementation of ILPs, and this testimony is uncontradicted.

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[5] "It is the Board's policy not to overrule a Hearing Officer's resolution with respect to credibility unless the clear preponderance of all the relevant evidence convinces us that the resolutions are incorrect," *Board of Regents of Sangamon State University*, 6 PERI 1049, Case Nos. 89-CA-0030-S, 89-CA-0035-S (IELRB, March 12, 1990), *aff'd*, 208 Ill.App.3d 220, 566 N.E.2d 963 (4th Dist. 1991).

For the above reasons, we determine that we can rely on Morgan's hearsay testimony, and that the overall conclusions reached by the ALJ were proper.

V.

The District contends that this case is moot. A matter is regarded as moot, and will not be reviewed by the courts, when it "presents or involves no actual controversy, interests or rights of the parties, or where the issues have ceased to exist," *First National Bank of Waukegan v. Kusper*, 98 Ill.2d 226, 233, 456 N.E.2d 7, 10 (1983), *quoting People v. Redlich*, 402 Ill. 270, 278-79, 83 N.E.2d 736, 741 (1949). The ALJ concluded that this case was not moot because an actual controversy still existed concerning the teachers' entitlement to compensation for the hours they worked before and after normal school hours in order to implement the ILP program and concerning their entitlement to telephone costs they incurred in implementing the ILP program. The District argues that the ALJ's conclusion was improper because the ALJ relied on insufficient evidence in determining that a controversy still existed as to compensation.

Relying on Morgan's and Bieschke's testimony, as discussed above, we affirm the ALJ's conclusion that this case is not moot. That testimony demonstrates that new requirements were being imposed on teachers which required them to work additional hours. This creates an actual controversy as to teachers' entitlement to compensation for those activities.

The District argues that Bieschke's actions to carry out the ILP program were similar to activities in which she engaged prior to the implementation of the ILPs. However, Bieschke's testimony concerning what she did before the implementation of the ILP program does not contradict her testimony that the ILP form was much more time consuming to complete or Morgan's testimony that the ILPs involved new work requirements and that teachers were having to work additional hours.

Similarly, in *Zion School District No. 6*, 3 PERI 1091, Case No. 86-CA-0072-C (IELRB, July 14, 1987), the IELRB determined that a case was not moot where, although the employer made retroactive salary payments, the teachers could have been entitled to interest on their salary increases. *Chief Judge of Circuit Court of Cook County*, 11 PERI 2038 (ISLRB 1995), on which the District relies, is not factually analogous, and the discussion of mootness in that case is within an Administrative Law Judge's Recommended Decision and Order, which is nonprecedential and was not adopted by the Illinois State Labor Relations Board. In addition, the IELRB has found that the fact that

unlawful activities may have ceased goes to the remedy, rather than to the existence of a violation. *Rockford School District No. 205*, 6 PERI 1083, Case No. 89-CB-0020-C (IELRB, 1990).

For the above reasons, we conclude that this case is not moot.

VI.

The ALJ concluded that the District violated Sections 14(a)(5) and 14(a)(1) of the Act by unilaterally implementing the ILP program at District middle schools and at Whitehead Elementary School while bargaining was ongoing. The District argues that it did not violate Sections 14(a)(5) and 14(a)(1) of the Act.

An employer's unilateral change in mandatory subjects of bargaining under negotiation constitutes an unlawful refusal to bargain. *NLRB v. Katz*, 369 U.S. 736 (1962); *Vienna School District No. 55 v. IELRB*, 162 Ill.App.3d 503, 515 N.E.2d 476 (4th Dist. 1987). The facts in this case establish that the ILP program was implemented, and that this was done unilaterally. The fact that new requirements were being imposed on teachers which required them to work additional hours demonstrates that there was a change. The District does not dispute that the ILPs and their impact on teachers' terms and conditions of employment are mandatory subjects of bargaining.[6]

For these reasons, we conclude that the District violated Section 14(a)(5) and, derivatively, Section 14(a)(1) of the Act by unilaterally implementing the ILP program.

VII.

The ALJ ordered that the District "make whole any teacher in the District middle schools and at Whitehead Elementary School who participated in any ILP parent teacher conferences before or after school or who made telephone calls to parents before and after school to schedule such conferences….This includes making teachers whole for the costs of using his/her own telephone to schedule ILP conferences during the referenced time period." The District objects to this remedy.

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[6] In addition, it is evident that the ILPs and their impact on teachers' terms and conditions of employment are mandatory subjects of bargaining under the test which the Illinois Supreme Court set forth in *Central City Education Association v. IELRB*, 149 Ill.2d 496, 599 N.E.2d 892 (1992). Because they are "something provided by an employer which intimately and directly affects the work and welfare of the employees and which has become a mandatory subject of bargaining," *Vienna* at 507, 515 N.E.2d at 479, ILPs and their impact are matters of wages, hours and terms and conditions of employment. The impact of ILPs on teachers' terms and conditions of employment is not a matter of inherent managerial authority. Because of the insight teachers have into the education of underperforming students, the benefits of bargaining over ILPs to the decision-making process outweigh the burdens that bargaining imposes on the employer's authority.

We determine that a make-whole remedy is proper. A make-whole remedy is typically awarded where there has been an unlawful unilateral change. *See Vanguard Fire & Supply Co., Inc.*, 345 NLRB No. 77 (2005); *Newcor Bay City Division*, 345 NLRB No. 104 (2005); *Southern Illinois University at Edwardsville*, 15 PERI 1063, Case Nos. 97-CA-0016-S, 97-CA-0017-S (IELRB, September 22, 1998); *University of Illinois at Chicago (Board of Trustees)*, 12 PERI 1087, Case No. 93-CA-0039-C (IELRB, September 24, 1996). The purpose of Illinois public labor relations boards in fashioning remedies is to order a make-whole remedy that places the parties in the same position in which they would have been if the unfair labor practice had not been committed. *Paxton-Buckley-Loda Education Association v. IELRB*, 304 Ill.App.3d 343, 710 N.E.2d 538 (4th Dist. 1999). The boards have "substantial flexibility and wide discretion" to ensure that victims of unfair labor practices are made whole. *Paxton-Buckley-Loda*, 304 Ill.App.3d at 353, 710 N.E.2d at 546, *quoting County of Cook*, 12 PERI 3008 (ILLRB 1996). Here, the District made a unilateral change in teachers' work requirements, with a corresponding increase in the amount of time that they were required to work. Thus, compensation for these new activities is required in order to place the teachers in the same position in which they would have been if the unfair labor practice had not been committed.

The District argues that teachers are paid a salary rather than wages, and that, if they are required to spend time beyond the normal working day to perform their responsibilities, they are compensated by their salary. The record does not reflect that the District's teachers are paid a salary rather than wages. Regardless, the District's unilateral change resulted in teachers spending an increased amount of time to perform their duties. Whether they were paid a salary or not, they were entitled to compensation for that increased time. *Cf. Mark Twain Union Elementary School District*, 27 PERC par. 134 (Cal. PERB 2003) (teachers entitled to backpay for increased hours if parties unable to reach agreement over manner in which compensatory time granted). The fact that there was a unilateral change resulting in an increase in the teachers' working time differentiates the facts of this case from any activities in which teachers may normally engage outside of the regular working day.

The District argues that the teachers' implementation of the ILP program was done voluntarily. With the possible exception of Whitehead Elementary School, the facts in this case establish the contrary. Even if the teachers' actions were voluntary, that would not negate the fact that ILPs and their impact are mandatory subjects of bargaining, and that the District could not act on them unilaterally. *See Governing Board of Special Education District of Lake County v. SEDOL Teachers' Union*, 332 Ill.App.3d 144, 772 N.E.2d 847 (1st Dist. 2002); *West Chicago School District 33 v. IELRB*, 218 Ill.App.3d 304, 578 N.E.2d 232 (1st Dist. 1991). In *West Chicago*, the

Appellate Court affirmed an opinion of the IELRB awarding a make-whole remedy for changes in pay for voluntary activities.

For the above reasons, we determine that a make-whole remedy is proper. We do not specify the components of the make-whole remedy, as did the ALJ. Instead, we determine that, if compliance is not shown to have occurred, the teachers are to be made whole for what compensable harm is shown in compliance proceedings to have resulted from the District's unilateral change. *See generally Southwestern Illinois College*, 20 PERI 61, Case No. 2000-CA-0043-S (IELRB, May 11, 2004), *aff'd on other grounds sub nom. Southwestern Illinois College v. Watt*, No. 1-04-1820 (Ill. App. 1st Dist. June 16, 2005) (unpublished order).

VIII.

The District violated Section 14(a)(5) and, derivatively, Section 14(a)(1) of the Act by unilaterally implementing the ILP program. Therefore, **IT IS HEREBY ORDERED** that Rockford School District No. 205:

1. Cease and desist from:

   a) In any manner interfering with, restraining or coercing employees in the exercise of the rights guaranteed them by Section 3 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

   a) Make whole any District teacher who suffered compensable harm due to the District's implementation of the ILP program.

   (a) Post in District buildings on bulletin boards or other places reserved for notices to employees copies of an appropriate Notice to Employees. Copies of this Notice, a sample of which is attached, shall be provided by the Executive Director. This Notice shall be signed by the District's authorized representative, posted immediately and maintained for 60 calendar days during which the majority of employees are working. The District shall take reasonable steps to ensure that said Notices are not altered, defaced, or covered by any other materials.

   (b) Notify the Executive Director in writing within 35 calendar days after receipt of this Opinion and Order of the steps taken to comply with it.

IX. Right to Appeal

This is a final order of the Illinois Educational Labor Relations Board. Aggrieved parties may seek judicial review of this Order in accordance with the provisions of the Administrative Review Law, except that, pursuant to Section 16(a) of the IELRA, such review must be taken directly to the appellate court of the judicial district in which the Board maintains an office (Chicago or Springfield). "Any direct appeal to the Appellate Court shall be filed

within 35 days from the date that a copy of the decision sought to be reviewed was served upon the party affected by the decision," 115 ILCS 5/16(a).

Decided: April 11, 2006
Issued: April 12, 2006
Chicago, Illinois

/s/ Lynne O. Sered
Lynne O. Sered, Chairman

/s/ Ronald F. Ettinger
Ronald F. Ettinger, Member

/s/ Bridget L. Lamont
Bridget L. Lamont, Member

/s/ Michael H. Prueter
Michael H. Prueter, Member

/s/ Jimmie E. Robinson
Jimmie E. Robinson, Member

Illinois Educational Labor Relations Board
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Telephone: (312) 793-3170

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Rockford School District No. 205
Case No. 2004-CA-0034-C

Pursuant to an Opinion and Order of the Illinois Educational Labor Relations Board and in order to effectuate the policies of the Illinois Educational Labor Relations Act ("Act"), we hereby notify our employees that:

This Notice is posted pursuant to an Opinion and Order of the Illinois Educational Labor Relations Board issued after a hearing in which both sides had the opportunity to present evidence. The Illinois Educational Labor Relations Board found that we have violated the Act and has ordered us to inform our employees of their rights.

Among other things, the Act makes it lawful for educational employees to organize, form, join or assist employee organizations or engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection.

We assure our employees that:

WE WILL NOT interfere with, restrain or coerce employees in the exercise of rights guaranteed under the Act.

WE WILL make whole any District teacher who suffered compensable harm due to the District's implementation of the ILP program.

ROCKFORD SCHOOL DISTRICT NO. 205

By:____Dated:________________
(Representative) (Title)

-NOTICES TO BE POSTED MUST BE OBTAINED
FROM THE EXECUTIVE DIRECTOR OF THE IELRB-

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