



Dr. Dominique Moore, pHCLE

Assistant Superintendent of Human Resources

## **BACK PAY AGREEMENT**

This Agreement is entered into by and between the Board of Education of Rock Island-Milan School District #41, Rock Island County, Illinois (“District”), the Rock Island Education Association (“RIEA”), and Robin Johnson-Moreno (“Johnson-Moreno”), collectively referred to as “the Parties.”

**WHEREAS**, since at least on or about July 1, 2017, the District and RIEA have been parties to successive collective bargaining agreements that, among other things, specify how licensed educators are to receive credit for salary schedule purposes due to previous teaching experience;

**WHEREAS**, on or about December 13, 2017, Johnson-Moreno began serving as a licensed special education teacher in the District;

**WHEREAS**, prior to being hired by the District to serve as a licensed special education teacher, Johnson-Moreno possessed ten (10) years of previous teaching experience;

**WHEREAS**, despite her ten (10) years of previous teaching experience and collective bargaining agreement provisions addressing the issue, Johnson-Moreno did not and, to date, has not received credit for salary schedule purposes due to such experience; and

**WHEREAS**, the Parties now desire to amicably settle and resolve all issues related to Johnson-Moreno’s pay without the burden, expense, delay, or uncertainty of litigation on a non-precedent setting basis.

**NOW THEREFORE**, the Parties agree as follows:

1. It is mutually agreed and understood this Agreement is a full and complete settlement of all claims raised, or which could have been raised, either directly or indirectly, regarding back pay for Johnson-Moreno. The RIEA and Johnson-Moreno agree to waive all individual or class claims, including but not limited to any grievances, suits at law or equity, or claims before any administrative agency, which each now has or may have against the District and its officers, employees, and assigns arising out of Johnson-Moreno’s pay while employed by the District, except only as to enforce this Agreement.

2. In consideration thereof, the District agrees that it shall pay Johnson-Moreno \$17,739 in back pay compensation, less all ordinary payroll withholdings as required by law and/or the Parties’

### **Rock Island-Milan School District #41**

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collective bargaining agreement. This amount represents the difference between the salary schedule step Johnson-Moreno was placed on by the District during the 2018-2019 school year to serve as a licensed special education teacher (i.e., \$43,518 – BA + 15, Step 1) and the step she should have been placed on, given her previous teaching experience (i.e., \$61,257 – BA + 15, Step 10). This amount shall be reportable to the Illinois Teachers’ Retirement System (“TRS”) as creditable earnings and shall be applicable to the 2018-2019 school year. The District shall be responsible for all required employer and member contributions.

3. In addition, for the remainder of the 2024-2025 school year, Johnson-Moreno shall be moved to step 16 of the “BA + 15” lane (i.e., \$76,157) from her current placement on step 6 of the “BA + 15” lane (i.e., \$59,726). The prorated difference of \$16,431 shall be paid by the District to Johnson-Moreno in equal amounts over the remaining 2024-2025 school year pay periods. For the 2025-2026 school year and beyond, Johnson-Moreno shall advance on the salary schedule pursuant to the terms and conditions of the Parties’ collective bargaining agreement(s).

4. This Agreement shall not: (a) constitute an admission of liability or an admission of legal position by any party; (b) be used as precedent; nor (c) be used, referred to, or cited in any future arbitration, administrative, or court proceeding between the Parties, except as may be necessary to enforce the provisions hereof or the rights of the Parties hereto.

5. This Agreement contains the entire agreement between the Parties and sets forth all the terms and conditions between and among the Parties. The terms of this Agreement are contractual and not merely recitals. The Parties acknowledge each has read this Agreement and that each is aware of its contents and legal effects, and that each freely and voluntarily executes this Agreement.

**AGREED:**

**BOARD OF EDUCATION OF ROCK ISLAND-MILAN SCHOOL DISTRICT #41**


By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

**ROCK ISLAND EDUCATION ASSOCIATION**

By:   
President

Date: 3/3/2025

**ROBIN JOHNSON-MORENO**



Date: 3/3/2025