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3 Fisher Community Unit School District #1

4 School Years 2010-2011, 2011-2012, 2012-2013

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6 I. PREAMBLE

7 The Board and the Association recognize that the ultimate goal of Fisher Community  
8 Unit School District # 1 (hereafter FCUSD #1) is to provide the best education possible  
9 for the school children in the district. To this end, free and open exchange of views is  
10 desirable.

11 II. RECOGNITION

12 2.1 The Board of Education of Community Unit School District #1, Champaign  
13 County, Illinois, hereinafter referred to as the "Board", hereby recognizes the Fisher  
14 Education Association, IEA-NEA, hereinafter referred to as the "Association," as the  
15 exclusive and sole negotiating agent for all regularly employed full-time and part-time  
16 certificated personnel except district administrators.

17 2.2 The term "teacher," when used hereinafter in the Agreement shall refer to all  
18 employees represented by the Association in the negotiating unit defined above.

19 2.3 The Board agrees not to negotiate with any teachers' organization other than the  
20 Association for the duration of this Agreement.

21 2.4 The term "parties," when used hereinafter in the Agreement shall refer to the  
22 Board and the Association.

23 2.5 The Board and Association will bargain in good faith pursuant to regulations  
24 adopted by the Illinois Education Labor Relations Board.

25 III. TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

26 3.1 There shall be no discrimination against any teacher on the basis of race, color,  
27 religion, sex, sexual preference, national origin, age, association membership or  
28 participation in grievance and/or statutory complaint procedures.

29 3.2 The Association shall be granted the use of district equipment to aid in the  
30 conduct of its business in accordance with Board policy unless this conflicts with  
31 scheduled school usage or activities in accordance with the present Board Policy. The

1 Association agrees to pay for all supplies used. The Association shall request in  
2 advance permission from the building principal for use of the school facilities.

3 3.3 All Association business shall be conducted before or after working hours unless  
4 prior permission has been obtained from the Superintendent or his designee.

5 3.4 Unapproved minutes of meetings of the Board shall be put in the mailbox of the  
6 Association President.

7 3.5 Employee rights:

8 (a) It shall be lawful for educational employees to organize, form, join, or assist in  
9 employee organizations or engage in lawful concerted activities for the purpose of  
10 collective bargaining or other mutual aid and protection or bargain collectively through  
11 representatives of their own free choice and such employees shall also have the right to  
12 refrain from any or all such activities.

13 (b) Representatives selected by educational employees in a unit appropriate for  
14 collective bargaining purposes shall be the exclusive representative of all the  
15 employees in such unit to bargain on wages, hours, terms, and conditions of  
16 employment. However, any individual employee or a group of employees may at any  
17 time present grievances to their employer and have them adjusted without the  
18 intervention of the bargaining representative as long as the adjustment is not  
19 inconsistent with the terms of a collective bargaining agreement then in effect, provided  
20 that the bargaining representative has been given an opportunity to be present at such  
21 adjustment.

## 22 IV. NEGOTIATION PROCEDURES

23 4.1 Each party may select its own negotiators.

24 4.2 Negotiations with respect to contract, salary, and financial fringe benefits  
25 concerning the successor contract shall commence not later than March 15th of the last  
26 year of the contract, unless both parties agree to an alternate date. Meetings shall be  
27 held at reasonable times and places agreed to by both parties.

28 4.3 The date, time, place, and tentative topics of the next meeting shall be  
29 established before adjournment of any meeting.

30 4.4 During negotiations, those items tentatively agreed upon shall be prepared for  
31 the Board and the Association and initialed by both parties prior to the adjournment of  
32 the meeting at which agreement was reached.

1 4.5 When the Association and Board reach tentative agreement on all matters being  
2 negotiated, they will be reduced to writing and submitted to the membership of the  
3 Association for ratification and to the Board for ratification.

#### 4 V. MEDIATION

5 Either party may request the services of a mediator. Mediation requests shall first be  
6 made to the Federal Mediation and Conciliation Service. If the Federal Mediation and  
7 Conciliation Service is unavailable, the parties may, upon mutual agreement, request  
8 the services of another mediator. In the event of arbitration, Arbitration requests shall  
9 be made to the American Arbitration Association.

#### 10 VI. TEACHER ASSIGNMENT

11 6.1 All teachers shall be given notice of their building assignments, class and/or  
12 subject assignments, and room assignments for the forthcoming year. The  
13 Superintendent shall provide tentative assignments for the forthcoming year before the  
14 last scheduled day of classes of the current school year. All teachers shall be given  
15 notice of their building assignments, class and/or subject assignments, room  
16 assignments and any pending conditions that may affect the teacher's final assignment  
17 for the forthcoming year by July 15. If, after July 15, an emergency necessitates  
18 change of teaching assignment, the teacher will be notified in writing of any assignment  
19 change within five (5) working days of the event, which will affect the teaching  
20 assignment. An emergency involves resignations, deaths, vacancies or significant  
21 changes in enrollment that occur after the last day of school.

22 6.2 Teachers shall not be required to teach outside the scope of their teaching  
23 certificates as stated in ISBE Regulations, except in emergency cases as identified by  
24 the superintendent.

25 6.3 As class size reaches 25 in K-3 and 28 in 4-12 efforts will be made to provide  
26 assistance to the classroom teacher.

#### 27 VII. EMPLOYMENT CONDITIONS

28 7.1 The work day for teachers shall be from 8:00 a.m. to 3:30 p.m. Teachers will  
29 remain past 3:30 for student, parent, or administrative meetings and for school related  
30 activities. Teachers will remain past 3:30 for school-related activities and emergencies,  
31 student/parent conferences, and not more than four (4) mandatory school  
32 administrative meetings (such as faculty meetings, Partners in Education, strategic

1 planning meetings, superintendent's advisory committee, principal's advisory  
2 committee, sick leave bank committee, professional development committee, calendar  
3 committee, technology committee and public relations committee). Teachers will not be  
4 required to attend more than four committee meetings per month. In those unusual  
5 circumstances where the interest of the district necessitates, the administration may call  
6 a mandatory faculty meeting. This provision shall not be used in any regular, periodic,  
7 arbitrary or capricious manner.

8 On early dismissal days the work day will be from 8:00 a.m. until fifteen minutes  
9 after student dismissal. Faculty teaching in both the K-6 and 7-12 buildings shall be  
10 required to attend faculty meetings only in the building of their primary teaching  
11 responsibility.

12 7.2 The Board of Education will consider changes in the K-12 program to comply  
13 with state-mandated guidelines for school improvement.

14 7.3 High school and junior high school teachers will be assigned a minimum of one  
15 (1) planning period per day or its equivalent, in length, to one (1) class period.

16 7.4 Elementary teachers, special education teachers and other special area teachers  
17 (art, music, P.E., reading, e.g.) shall have adjusted schedules to achieve planning time  
18 comparable to that of the teachers described in 7. 3 above.

19 7.5 During assigned planning periods no other teaching or supervisory assignment  
20 shall be given a teacher during such period without prior permission of the teacher,  
21 except for superintendent- defined emergencies and for student organization meetings  
22 if scheduled during the school day. Teachers will be notified by 8:10am of a situation  
23 that requires loss of assigned planning period(s); and the teachers will notify the  
24 building principal by 9:00am if unwilling to relinquish their planning period. Where  
25 necessary to cover a "superintendent-defined emergency", and the principal is not able  
26 to cover, the superintendent will notify teacher(s) of the need to relinquish assigned  
27 planning period(s).

28 7.6 The principal may assign a teacher to substitute in another class during his/her  
29 preparation period at the reimbursed rate of \$18 per class period. When called upon to  
30 cover another class while teaching their own class they will be paid \$9.00 to cover the  
31 class. Study halls are exempt from this situation. Where an elementary teacher  
32 substitutes for a special area teacher the elementary teacher will be reimbursed at the

1 rate of \$9.00 for a class of 20 minutes or less and \$18.00 for a class of more than 20  
2 minutes. Such assignment can only be made with the consent of the teacher, except  
3 for superintendent defined emergencies.

4 7.7 As required by 105 ILCS 5/25-9 of the School Code, every teacher employed  
5 whose duties require attendance at the school for four (4) or more clock hours in any  
6 school day shall be allowed a duty-free lunch period equal to the regular FCUSD # 1  
7 school lunch period, but for not less than 30 minutes.

## 8 VIII. VACANCIES AND TEACHING ASSIGNMENTS

### 9 8.1 Vacancies.

10 The Superintendent shall notify the Association President of all district certified  
11 vacancies as they occur. For a period of time qualified staff and personnel will have an  
12 opportunity to apply for any vacancies for which they qualify before the position is  
13 posted. If the vacancy is not filled internally the position may be posted externally, and  
14 internal candidates can formally apply for the position.

15 A. Vacancies: A list of all vacancies within the District shall be kept at the  
16 Superintendent's office and shall be available to all employees upon request. A  
17 vacancy will be posted internally when the superintendent receives sufficient  
18 information to begin the search process for a successor.

19 1) When school is in session, all vacancies caused by death, retirement, discharge,  
20 resignation, or creation of a new position shall be publicized to employees pursuant to  
21 the following procedures:

22 A vacancy shall first be posted throughout the District. Said vacancy shall be posted in  
23 written form on the District bulletin board for a period of five (5) working days and sent  
24 in writing to all employees on the first day of posting. The notice of vacancy shall set  
25 forth the qualifications for the position and the deadline for application.

26 2) During the summer non-school period the Superintendent shall provide the  
27 Association President a notice of each vacancy.

28 3) Any teacher anticipating extended leave during the regular school term may submit  
29 to the principal a letter indicating a desire to be considered for potential vacancies.  
30 Teachers who proffer said letter and who are on leave shall be notified of vacancies by  
31 certified mail.

1 B. Search Procedure: If a district teacher applies for the vacant position within five (5)  
2 working days of the posting (during the school term) or from the date of notice to the  
3 Association President (summer non-school period) and the teacher applying is  
4 recommended by the Principal and the Superintendent and approved by the Board, the  
5 teacher applying shall be hired for the position. If more than one district teacher applies  
6 for a position then the decision as to which teacher, if any, is to be recommended and  
7 approved is the decision of the Administration and the Board.

8 The criteria to be used for determining whether a candidate qualifies for the  
9 vacancy include:

10 a. Greater Seniority: Seniority shall be a consideration where there is  
11 more than one applicant.

12 b. Certification and Qualification: Qualification, for purposes of this section  
13 only, is broader than the meaning of "legally qualified" as defined by State  
14 Regulations, and includes factors such as recent teaching experience and  
15 subject matter specialization as set forth in the vacancy notice.

16 c. Evaluation: the applicant must have received a rating of "satisfactory"  
17 on his/her most recent evaluation.

18 d. Remediation: Any applicant under remediation shall not be considered  
19 for the vacancy during the period of remediation.

20 e. Assignment Appeal: A factor for consideration shall be dissatisfaction  
21 with a teaching assignment within the past three years as indicated by an  
22 appeal to the principal of a tentative teaching assignment as provided in  
23 8.2 that was not altered.

24 C. The Administration and the Board will consider the potential disruption of the  
25 educational process when deciding whether or not a district teacher will be  
26 recommended and approved for a position.

27 D. If no applying district teacher is recommended for the vacant position, the District  
28 may advertise the position in whatever manner appropriate. Any teacher may formally  
29 apply and be considered with external applicants as a part of the General Search  
30 Procedure.

31 8.2 Teaching Assignments

1 a. The principal shall meet with the building level faculty council at least once  
2 before March 1, with appropriate meetings after March 1, to consider staffing needs for  
3 the following year and to discuss such relevant factors as student enrollment  
4 projections, teacher retirements, resignations, and leaves and possible changes in  
5 student grouping policies. Discussions may explore alternative staffing scenarios to  
6 determine staffing assignments that best support the academic program for the  
7 students.

8 b. Following these meeting(s) the Administration shall in timely fashion make and  
9 publicize the tentative teaching assignments.

10 c. A teacher who is dissatisfied by the tentative assignment because it moves the  
11 teacher to a different grade level or because it moves the preponderance of a teacher's  
12 assignment to a different subject matter may appeal the tentative assignment within ten  
13 (10) calendar days to the building principal. The appeal will consider the hardship to  
14 the teacher in making this change of assignment, the potential impact upon students  
15 and alternative staffing options that would better serve the students and minimize  
16 undesired changes in staffing assignments. The teacher has the right to Association  
17 representation in this meeting with the building principal. The building principal has five  
18 (5) calendar days after the meeting to notify the teacher of the decision of the tentative  
19 teaching assignment. This decision is not subject to appeal.  
20

## 21 IX. REDUCTION IN FORCE

22 9.1 When the Board decides it is necessary to reduce the number of teachers in the  
23 District because of decreasing enrollment, lack of funds, or other reasons, the  
24 Association shall be given an opportunity to discuss the number of teachers that will not  
25 to be reemployed, the particular positions to be eliminated, and alternatives to such a  
26 reduction in staff.

27 9.2 Any teacher laid off or dismissed in a reduction in force, may continue to receive  
28 full benefits, for which they are eligible under existing district insurance policies, other  
29 than salary at his/her expense until the beginning of the following school term following  
30 the term in which the teacher is laid off or dismissed.

31 9.3 All reductions in force will be based on in compliance with 105 ILCS 5/24-12  
32 Section 24-12 of the School Code of Illinois.

1  
2 X. TEACHER EVALUATION

3 10.1 The primary objective of teacher evaluation is to maintain and/or improve the  
4 quality of instruction. At the beginning of each school year teachers will be informed of  
5 the formal evaluation process, the probable evaluator and the evaluative instruments.  
6 No formal evaluation shall take place until such orientation has been completed.  
7 Teacher Evaluation will be conducted in accordance with the agreed upon District  
8 evaluation plan.

9  
10 XI. SCHOOL CALENDAR

11 The school calendar shall consist of one hundred eighty-five (185) days: one hundred  
12 seventy-six (176) will be student attendance days and four (4) will be institute days. The  
13 teacher work year will consist of not more than one hundred eighty (180) teacher  
14 attendance days. Unused emergency days are not considered workdays for teachers.  
15 Teachers not on approved leave shall have their salary reduced on the basis of 1/180  
16 per day missed.

17  
18 XII. LEAVE

19 12.1 Sick Leave: Teachers shall have twelve (12) for the school term, with a limit of  
20 three hundred sixty (360) days accumulation for teachers on a nine-month (9) contract.  
21 One additional sick leave day will be provided to a sick leave bank by the Board at the  
22 beginning of the school year for each full-time equivalent teacher. These sick leave  
23 bank days are owned by the Board and are non-cumulative. A joint committee  
24 consisting of two (2) administrators, two (2) association members and one mutually  
25 agreed-upon fifth member shall be formed to develop guidelines and eligibility criteria  
26 for implementing this sick leave bank and to determine the composition of the  
27 committee that will implement the guidelines.

28 Teachers of more than nine (9) months service shall receive one-half day  
29 additional sick leave for each additional one-half month served. Sick leave  
30 interpretation is as specified in 105 ILCS 5/24-6 of the School Code. When a teacher  
31 has a disability, the Board may require the teacher to periodically furnish a physician's

1 certificate as to the employee's continued disability, which provides the basis for the  
2 sick leave.

3 12.2 Personal Leave: Full-time teachers shall be granted three (3) days personal  
4 leave each year. Teachers shall notify the building principal via the staff absence form  
5 at least forty-eight (48) hours prior to the day the teacher is to be absent. In case of an  
6 emergency, which does not permit compliance with the forty-eight (48) hour rule,  
7 teachers must, when possible, receive permission from the Superintendent prior to  
8 using the day. When the nature of the emergency does not allow such a request the  
9 use of the personal day may be allowed where appropriate. Requests to use personal  
10 leave days on the day preceding or following a holiday shall be allowed up to five  
11 teachers per building. Requests to use personal leave days on the first and last day  
12 of the school year shall be considered on an individual basis by the Superintendent.  
13 Unused personal leave shall accumulate as sick leave and be added to sick leave  
14 available at the end of each academic year. Teachers have the right to accumulate up  
15 to 5 personal days for each school year covered by this contract. Teachers must notify  
16 the bookkeeper by April 1 of current year if they wish to accumulate for the next year. If  
17 not notified, unused personal leave will rollover into sick leave at the end of the school  
18 term.

19 12.3 Bereavement Leave: Each staff member shall be given up to three (3) days for the  
20 death of an immediate family member, up to five (5) days for the death of a spouse or a  
21 child, and one (1) day for other family members or individuals listed, without loss of pay  
22 or benefits. These days are non-cumulative. Immediate family for purposes of this  
23 section only include: parents, brothers, sisters, grandparents, grandchildren, parents-in-  
24 law, brothers-in-law, sister-in-law, and legal guardian. Other family members for this  
25 purpose of this section only include: step-family and in-law members (including parents,  
26 siblings, children, aunts, uncles, and grandparents) aunt, uncle, niece, nephew, cousin,  
27 and great-grandparents. Other individuals for the purpose of this section only include  
28 friends, student, and co-workers. Upon exhaustion of bereavement leave days under  
29 this section, up to three additional bereavement days for a spouse or child or one  
30 additional day for immediate or other family members may be utilized from sick leave or  
31 personal leave at the discretion of the teacher. Additional days will not be granted  
32 without a physician's certificate.

1 12.4 Professional Leave: Each teacher may request permission from the  
2 superintendent to attend at least one (1) in-state education conference relative to his-  
3 her teaching assignment per year which results in an overnight stay, 2 maybe  
4 requested if no overnight stay is required, without loss of pay or benefits and with full  
5 expenses to be paid by the Board. This limit is nonapplicable if overnight stay is paid  
6 for by funds other than district funds. Teachers may attend out-of-state conferences  
7 with the permission of the Superintendent.

8 12.5 Leave of Absence: Upon request of a teacher, a leave of absence may be granted  
9 for a period not in excess of one academic term. All accumulated benefits and rights of  
10 employment enjoyed prior to the leave of absence shall be in effect upon return to the  
11 school as a teacher. Said leave, if desired, should be requested in writing to the  
12 superintendent at least ninety (90) days in advance of the desired leave subject to  
13 board approval. The written request for leave must provide the reason for taking leave,  
14 the date the leave is to commence, and, if known, the date of expected return if  
15 possible. The superintendent will honor all requests that are covered by the Family and  
16 Medical Leave Act of 1993 and will attempt to honor all other requests that do not  
17 disrupt the continuity and quality of instruction provided. Leave of absence shall not  
18 exceed one academic year. A teacher on leave of absence may continue participating  
19 in the school district group insurance, to the extent eligible in their insurance policy, at  
20 his/her expense. When the insurance policy has changed the coverage available to  
21 employee(s) during the leave of absence the superintendent and representative(s) of  
22 the Association and the Board will meet with the insurance carrier to seek retention of  
23 original coverage. A teacher granted a leave of absence shall be reinstated, if possible,  
24 to the position held at the time said leave was requested. If the position has been  
25 eliminated the teacher shall be reinstated to an equivalent position if possible. Leaves  
26 of absence may be granted for advanced study leading to a degree at an approved  
27 university, military service, parental purposes and other reasons. The Board and  
28 Superintendent shall have the authority to waive exceptions to the 90-day notification  
29 clause for good cause shown.

30 12.6 Jury Duty: A teacher will be excused for jury duty or when subpoenaed as a  
31 witness in a court case. The teacher will receive the difference in pay between his/her  
32 daily salary and the daily pay received as a witness or as a juror.

1 12.7 Any employee of the Fisher School District who is a member of any reserve  
2 component of the United State Armed Services, including the Illinois National Guard,  
3 and who is mobilized to active duty as a result of an order of the President of the United  
4 States or the Governor of Illinois, and who is required to report for training exercises on  
5 days when he/she is required to work shall for each pay period receive the same  
6 regular compensation as an employee of the school district. This also includes all  
7 benefits afforded to the teacher per contract. The following procedures pertain to this  
8 policy:

9 If possible, the employee must give the district 30 days written notice in advance of time  
10 they will be absent.

11 The employee called to military duty will reimburse the district 95% of the pay they are  
12 paid from Fisher School while on duty. If the military pay is less than the normal pay,  
13 they would have earned while working for the district, the person on military leave will  
14 reimburse the district the amount of military pay while receiving their regular salary.

15 All approvals of this nature need to be approved by the superintendent.  
16

### 17 XIII. PROFESSIONAL SELF-DEVELOPMENT

18 13.1 Professional self-development day: Each teacher is encouraged to propose a  
19 one-day per semester professional self-development project that is intended to benefit  
20 students and can be completed in the district. The projects can emphasize instructional  
21 improvement or curricular restructuring. The district will provide teacher release time  
22 and twenty-five dollars (\$25.00) per day per teacher. Each proposal requires the  
23 collaboration of at least two (2) teachers, except for special education and other  
24 specialized teachers, who may choose to utilize the day individually. Upon the  
25 completion of the project, a brief report will be filed with the Board of Education. A  
26 committee appointed by the Board of Education comprised of teachers, board members  
27 and administrators shall develop the guidelines for these professional self-development  
28 projects. Work on student learner objectives will not qualify for professional self-  
29 development projects.

30 13.2 Professional self-development during non-paid school time. Each teacher will be  
31 encouraged to attend up to five days of professional self-development activities during  
32 non-paid school time on topic(s) of significance to the district. A committee comprised

1 of teachers and administrator(s) shall advise the superintendent on professional self-  
2 development topics, programs and possible speakers and recommend optimal times for  
3 this professional self-development to take place. Every teacher will be reimbursed \$80  
4 per day for participating in summer professional self-development days. Teacher  
5 reimbursement for other “non-paid school time” professional development will be  
6 prorated to \$80 per day.

#### 7 8 XIV. EXTRA DUTY

9 14.1 Definition: “Extra duties” are those non-teaching duties and assignments that  
10 require teachers to work in any area and at any time in addition to his/her assigned  
11 teaching duties.

12 14.2 A teacher may resign from an extra-curricular assignment. Total resignations per  
13 contract year within the district shall not exceed two instances per teaching staff, not  
14 including health or family situations that warrant additional resignations. Letters of  
15 resignation shall be accepted between March 1<sup>st</sup> and July 1<sup>st</sup> of any given year.

16 14.3 Extra duties shall be compensated in accordance with Appendix B which is  
17 attached and made a part of this Agreement. If any extra duty assignments are added,  
18 the amount of compensation shall be subject to negotiation.

19 14.4 Reimbursement for an extra duty assignment is conditional upon sufficient  
20 student involvement in the activity. The Board of Education, upon the advice of the  
21 Superintendent, after consulting with the principal, shall determine if there is sufficient  
22 student involvement in any particular activity.

#### 23 24 XV. MATERIALS, EQUIPMENT AND STAFF FACILITIES

25 15.1 Each teacher shall be granted a budget from which to purchase teaching  
26 supplies and equipment.

27 15.2 The Board agrees to make available for each building well maintained office  
28 equipment and computers and adequate work space in each building to aid teachers in  
29 the performance of their assigned duties.

30 15.3 A room will be organized in each building to be used as a teachers’ room. This  
31 room shall be comfortably furnished and cleaned.

1 XVI. PROFESSIONAL GRIEVANCE PROCEDURE

2 16.1 A claim by the Association or any teacher that there has been a violation,  
3 misrepresentation or misapplication of the terms of this Agreement shall be defined as  
4 a grievance.

5 16.2 All time limits consist of school days. Except when a grievance is submitted  
6 fewer than ten (10) days before the close of current school term, then time limits shall  
7 consist of all week days, except district recognized holidays. All grievances must be  
8 filed within 20 days of occurrence.

9 16.3 Procedure: The parties acknowledge that it is usually most desirable for a  
10 teacher and the principal to resolve problems through free and informal  
11 communications. If this process fails to resolve the problem a grievance shall be  
12 processed as follows:

13 STEP ONE: The teacher or the Association shall present the grievance in writing to the  
14 appropriate building principal, who will arrange for a meeting to take place within five (5)  
15 days after the receipt of the grievance. The Association's representative, the grievant,  
16 and the principal shall be present for the meeting. Within two (2) days of the meeting,  
17 the grievant and the Association shall be provided with the principal's written response,  
18 including reasons for the decision.

19 STEP TWO: If the grievance is not resolved at Step One, then the Association may  
20 refer the grievance to the Superintendent within fifteen (15) days after receipt of the  
21 Step One answer. The Superintendent shall arrange with the Association  
22 representative for a meeting to take place within five (5) days of the Superintendent's  
23 receipt of the appeal. Each party shall have the right to include in its representation  
24 such witnesses and counselors as it deems necessary. Within five (5) days of the  
25 meeting, the Association will be provided with the Superintendent's written response,  
26 including the reasons for the decision.

27 STEP THREE: If the Association is not satisfied with the disposition of the grievance at  
28 Step Two, the Association may submit the grievance to final and binding arbitration  
29 through the American Arbitration Association, which shall act as the administrator of the  
30 proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for  
31 the Step Two answer, then the grievance shall be deemed withdrawn. Neither the  
32 Board nor the Association shall be permitted to assert any grounds or evidence before

1 the arbitrator which was not previously disclosed to the other party. The Arbitrator shall  
2 have no power to alter the terms of this Agreement.

3 16.4 Bypass: If the grievant and the Superintendent agree, Step One and/or Step Two  
4 of the grievance procedure may be bypassed and the grievance brought directly to the  
5 next step.

6 16.5 The Board, the administration and the Association shall cooperate in the  
7 investigation of any grievance, and further, they shall furnish information requested for  
8 the processing of any grievance.

9 16.6 All parties involved in a grievance shall be treated professionally.

10 16.7 Grievance documents shall not be filed in the personnel folders maintained by  
11 the district Superintendent's office.

12 16.8 Should the processing of any grievance which progresses beyond Step Two  
13 require that a grievant, and/or grievance representative, and/or Association  
14 representatives meet, the aforementioned parties shall mutually agree to the time and  
15 place of such a meeting.

16 16.9 A grievance may be withdrawn at any level without establishing precedent.

17 16.10 If no written decision has been rendered within the time limits indicated by a  
18 Step, then the grievance may be processed to the next step.

19 16.11 The cost of arbitration shall be shared equally by the Association and the Board.

20 16.12 Arbitration requests shall be made to the Federal Mediation and Conciliation  
21 Service (FMCS) or the American Arbitration Association (AAA).

## 22 23 XVII. PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

24 17.1 For the 2010-2011 year, the board will pay \$445 per month for insurance  
25 benefits. For the 2011-2012 year of the contract the amount will be increased by  
26 \$50.00. For the 2012-2012 year of the contract, the amount will be increased by  
27 \$50.00. Dependent coverage, if elected, shall be deducted bi-monthly from the  
28 teacher's pay. The board's contribution to the insurance premium will not, in any year,  
29 exceed the value of a single premium (i.e., if premium in year 3 is less than \$545 a  
30 month, the board will pay a dollar amount equal to the premium, but not \$545).

31 17.2 Teachers shall be paid according to their appropriate placement on the salary  
32 schedule as listed in Appendix A. From adopted Teacher Salary Schedule, the Board

1 of Education shall pick up and pay for each teacher the sum equal to nine and four  
2 tenths percent (9.4%) (factor 1.103753% specified in the TRS manual) of the amount  
3 due from such teacher to the State of Illinois Teachers' Retirement System to be  
4 applied to the ITRS retirement account of each teacher. The Board of Education will  
5 also pay .84% from the adopted teacher salary schedule on behalf of the teachers to  
6 cover Teachers' Health Insurance Security.

7 17.3 Payroll checks shall be issued on the 15th and 30th day of each month. If the  
8 15th or 30th fall on a weekend, or during in-session vacation time, the payday shall be  
9 the closest working day prior to the 15th or 30th. During the summer months checks  
10 shall be mailed on the regular pay dates to the designated address of the teacher.

11 17.4 Continuing education of teachers is essential to maintaining currency with course  
12 content and teaching methods and the general vitality of the educational program. In  
13 order to facilitate this continuing education the District will support teacher enrollment in  
14 workshops and/or courses approved by the superintendent which award graduate  
15 credit. (Undergraduate credit will be reimbursed only upon the request or approval of  
16 the Board for a teacher to earn a different certification.) The district will reimburse the  
17 teacher up to \$250 of the cost of each 3 or 4 semester hour course, which is taken by  
18 the teacher, up to a maximum of 8 semester hours per year. Prior to registration in the  
19 course the content of the course must be approved by the Superintendent or his  
20 designee pursuant to policy developed by the Board. Reimbursement will be made  
21 upon certification by the granting institution that the course has been completed (with a  
22 grade of C or better). The district will also pay up to \$100 for up to 2 authorized,  
23 approved workshops for teachers to attend. Teachers are entitled to district paid leave  
24 for up to 1 workshop if any overnight stay is involved. If there is no overnight stay then  
25 2 occurrences may be used. - This limit is non-applicable if overnight stay is paid for  
26 by funds other than district funds. Teachers must successfully engage in annual  
27 professional development activities in order to qualify for salary increases due to  
28 experience moves on the salary schedule. Failure to successfully complete professional  
29 development activities will cause the teacher's salary to be frozen at the current  
30 experience level on the salary schedule. The professional development activities may  
31 consist of college or university course work, which earns academic credit, approved in-  
32 service activities, approved special project(s) for the district, professional seminars and

1 workshops, or a combination of these. Administrative guidelines developed in 1993 by  
2 a Board appointed committee, in consultation with the FEA, identify appropriate  
3 professional development activities and administrative procedures. A teacher must  
4 complete one unit of professional growth for each year of the contract. The penalty for  
5 not completing this professional growth requirement by August 15th is the freezing of  
6 the teacher's salary at the current experience level. The teacher's salary will continue  
7 to be frozen at that experience level until sufficient professional growth requirements  
8 are met. When the professional growth requirement is met the teacher will move only  
9 one year of experience on the salary schedule. This movement will be effective for the  
10 academic year following the year in which the professional growth was completed.

11 The Board shall approve a budget each year to support the continuing education  
12 of teachers. Where the budget is not sufficient to reimburse teachers for approved  
13 courses and workshops, appropriate budget adjustments will be made in the period of  
14 time to allow teachers to meet their professional development obligation.

15 17.5 In 1999-2000 and subsequent years teachers shall receive full credit for the first  
16 five years and half a year's credit for subsequent years for all public school teaching  
17 and that private school teaching done in a nationally accredited private school  
18 performed while certificated.

19 17.6 Units of college credit must have been earned since the issuance of the B.S.  
20 degree. Beginning July 1, 1978, all teachers under contract to District #1 must apply in  
21 writing to the Superintendent for approval of college courses to be taken for  
22 advancement in the current salary schedule if the courses do not apply to an advanced  
23 degree above the B.S. degree. Approval will be granted only for the course work  
24 having a meaningful relationship to the teaching assignment of the applicant while  
25 employed by District #1. Teachers accepted and enrolled in a program leading to an  
26 advanced degree must present the program outline to the Superintendent for  
27 advancement on the current salary schedule.

28 Approved self-development activities performed through 13.2 can be credited for  
29 movement on the salary schedule from the BA to BA + 16, the MA to MA +16 and MA +  
30 16 to MA + 32 lanes. The following conditions will apply to the crediting of these  
31 professional self-development activities conducted during non-paid school time.

1           1) The professional growth committee will determine the criteria for the  
2 professional development activities that are sufficiently important to the district, and are  
3 appropriate for the teacher, to qualify for movement on the salary schedule.

4           2) One full day of non-paid school time professional self-development work can  
5 qualify for one hour of credit for movement on the salary schedule.

6           3) Three hours of credit is the maximum that any teacher can earn in one year.

7           4) No more than half of the distance between salary lanes can be satisfied by  
8 non-paid school time professional self-development activities. At least half of the credit  
9 for movement across lanes must come from accredited courses and meet the  
10 conditions specified in the first paragraph of 17.6.

11           5) Policies for implementation of this contract section shall be drafted by the  
12 Professional Growth Committee and forwarded to the Board as recommendations.  
13 Upon passage of the policy the superintendent can develop operating procedures for  
14 the policy's implementation.

15           6) "Non-paid school time" are days other than those paid hours and days on the  
16 school calendar; including summers, after school time, holidays and weekends.

17 17.7 Salary for any teacher employed more than nine (9) months shall be determined  
18 proportionately to the salary of that individual.

19 17.8 Payroll deductions for Association dues shall be divided equally beginning with  
20 the first pay in October and ending with the last pay in May. Teachers employed after  
21 October shall have their dues deductions divided equally over the remaining pay  
22 periods. Payroll deduction forms will be supplied by the Association and all such  
23 authorization forms will be turned in to the superintendent's office.

24 17.9 Payroll deductions for the Champaign County School Employees' Credit Union,  
25 individual savings accounts, and tax-sheltered annuities with any desired company shall  
26 be made upon written request of the teacher. These requests may be made at any  
27 time.

28 17.10 Teachers who are required to use their own transportation in the performance of  
29 their regular teaching duties shall be reimbursed for all such travel at the prevailing IRS  
30 rate.

31  
32 17.11 Retirement Incentive

1 An employee tendering an irrevocable letter of resignation to a Teacher Retirement  
2 System (TRS) Retirement program on a date certain in the future in conformance with  
3 the following conditions shall be eligible for a retirement incentive in up to each of his or  
4 her final three years of teaching service subject to the following conditions:

5 1) The teacher shall have a minimum of twenty (20 ) years of continuous full-time  
6 service in the Fisher C.U.S.D. #1 on the intended date of retirement. For the purpose  
7 of this section, "continuous" includes approved leaves of absence.

8 2) The teacher shall be at least sixty (60) years of age on or before December 31 of the  
9 year of retirement or will be at least fifty-five (55) years of age and will have at least  
10 thirty-five (35) years of creditable service and will not retire under the statutory Early  
11 Retirement Option.

12 3) The teacher shall have tendered to the Board a binding, irrevocable resignation for a  
13 date certain in the future. The teacher's notice may be given up to three years prior to  
14 retirement or by June 1st during the year up to and including the school year of  
15 retirement. The pre-retirement period may be from one (1) to three years in length  
16 depending upon the date the letter of resignation is received by the Board and the  
17 specified date of retirement.

18  
19 "TRS creditable earnings," wherever that phrase is used in the entirety of this provision  
20 (Retirement Incentive Award Payment), shall mean total TRS creditable earnings  
21 including pension payment.

22  
23 This agreement presumes the teacher will fully perform all his or her duties during the  
24 term of this agreement. Any reduction in teaching performance (dock days or leave of  
25 absence without pay, for example) during the term of this agreement shall result in a  
26 corresponding reduction in salary and benefit amount.

27  
28 In exchange for the teacher's binding, irrevocable resignation on a date certain in the  
29 future, the District agrees to remove the teacher from the salary schedule and for each  
30 year of eligibility, the teacher's TRS creditable earnings will be increased by six percent  
31 (6%) over the teacher's TRS creditable earnings for the prior year of employment  
32 except as otherwise provided herein.

1  
2 Examples:

3 A teacher applies for the award one year before retirement. The teacher's TRS  
4 creditable earnings for the 2006-2007 were \$40,000. The teacher's final year TRS  
5 creditable earnings (2007-2008) will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ).

6  
7 A teacher applies for the award three years before retirement. The teacher's TRS  
8 creditable earnings for the 2006-2007 school year were \$40,000. The teacher's first  
9 year TRS creditable earning will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's  
10 second year TRS creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The  
11 teacher's third year TRS creditable earnings will be \$47,640 ( $\$44,944 \times 1.06 =$   
12  $\$47,640$ ).

13  
14 If a teacher has an extra duty obligation at the commencement of the retirement  
15 incentive program and ceases to perform those services during the retirement incentive  
16 program period, the calculation of the teacher's six percent (6%) increase shall be  
17 reduced by the amount of the extra duty compensation.

18  
19 Example:

20 A teacher applies for the award three years before retirement. The teacher's creditable  
21 earnings for the 2006-2007 school year were \$40,000. The teacher's first year  
22 creditable earnings will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's second  
23 year creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The teacher  
24 ceases to perform an extra duty assignment in his or her final year of employment for  
25 which he or she would have been paid \$2,000 (TRS creditable earnings). The  
26 teacher's third year creditable earnings will be \$45,640 ( $\$44,944 \times 1.06 = \$47,640 -$   
27  $\$2,000 = \$45,640$ ).

28  
29 Once an irrevocable letter of retirement is submitted, the employee will not be assigned,  
30 nor may an employee apply for or assume any additional duty (extra duty or additional  
31 work hours, days, weeks or months) that would increase the employee's TRS gross  
32 income above the six percent (6%) provided for herein.

1  
2 If a teacher fails to complete the pre-retirement period, leaves the District prior to the  
3 designated retirement date or otherwise retires under the statutory Early Retirement  
4 Option causing the District to have to pay a penalty or other monies not contemplated  
5 herein to TRS, the District shall be entitled to damages for breach of contract against  
6 the teacher in an amount equal to the retirement award payment received by the  
7 teacher, including tax and retirement withholdings. Upon complete reimbursement of  
8 such amount to the District, the teacher shall be entitled to any general wage increase  
9 that would have been applicable during the pre-retirement period.

10  
11 In no event will a teacher subject to this provision receive an increase in any year  
12 covered by this provision of TRS creditable earnings in excess of six percent (6%) of  
13 the prior year's TRS creditable earnings.

14  
15 Status quo in the event of a change in the law or a rules change or interpretation by  
16 TRS subsequent to the incorporation of this provision into any contract shall be  
17 compliance with this provision (to the extent possible without penalty or additional cost  
18 to the District) but under no circumstances shall status quo be interpreted to require the  
19 District to incur any assessment or penalty not contemplated by the parties at the time  
20 this provision was bargained. No penalty of any kind except as expressly and explicitly  
21 provided for herein was contemplated by the parties at the time this provision was  
22 bargained. If and when bargaining begins pursuant to a demand to bargain (resulting  
23 from a change in the law, rules change or interpretation by TRS) and if and when no  
24 agreement can be reached on the issue, the employer shall not be required to distribute  
25 any monies in a fashion that would result in any increased cost to the District due to a  
26 TRS assessment or penalty resulting from the change in the law or a rules change or  
27 interpretation by TRS or legislative change beyond the negotiated contribution amount  
28 paid on behalf of the employee ( 9.4% of creditable earnings up to 106% of the  
29 previous years TRS gross; all as permitted without penalty) including any incentive  
30 amount that would not result in additional assessment or penalty.

1 This provision is tentatively agreed to and ratified with the understanding that it will be  
2 submitted to TRS for review to obtain reasonable assurance from TRS that the District  
3 will incur no penalties or additional assessments resulting from it, and that it is not  
4 otherwise problematic to TRS. If TRS should have objections or advises that the  
5 District will incur penalties by reason of this paragraph, then before this provision  
6 becomes effective it shall be revised through the negotiation process as necessary  
7 based upon findings from TRS and resubmitted and revised until reasonable assurance  
8 from TRS is obtained.

9  
10 In the event a teacher has a significant life changing event during the pre-retirement  
11 period, the teacher may, through the Association request that the employer alter the  
12 terms of the retirement incentive or may extend the date of retirement in order to better  
13 meet the teacher's needs.

14  
15 **A. No Payment to TRS by Board**

16 Should the State of Illinois offer an retirement plan requiring the Board to pay a sum to  
17 the Teacher Retirement System (TRS) or to TRS on behalf of an employee at the time  
18 of an employee's retirement, including, but not limited to, such payments as may be  
19 required by an employee's election of the Early Retirement Option (ERO) or its  
20 replacement, eligible teachers may elect to utilize either the incentive described in this  
21 contract or the State retirement plan that requires such a board payment, but not both.  
22 No teacher shall be eligible for any retirement incentive pursuant hereto and the  
23 employer shall be authorized to recover any such incentive if already paid to the  
24 teacher if the employer is required to pay a lump sum payment to TRS as a result of the  
25 teacher's retirement under the retirement program commonly known as Early  
26 Retirement Option (ERO) or any other program requiring an employer payment to TRS  
27 at the time of teacher's retirement (other than ordinary pay period, wage related TRS  
28 payments). In such an event, if the affected teacher does not or cannot authorize the  
29 return of such benefits to employer, the teacher and the Association shall expressly  
30 authorize and shall not contest any means the employer may choose to use to obtain  
31 recovery of the benefits provided to the teacher herein including withholding such  
32 amount from the teacher's pay check(s), final earnings or by filing suit for recovery of

1 the sum.

2  
3 17.12 TEACHER SUSPENSION

4 A teacher charged with misconduct, neglect or violation which may lead to suspension  
5 shall have the right to be represented by the Association or have a representative of the  
6 Association present in meetings conducted by the Board or Administration with such  
7 teacher regarding such charge. Prior to scheduling such meeting, the teacher will be  
8 given reasonable notice of the nature of the charge.

9 The decision to suspend is grievable under Article 16.

10  
11 17.13 Summer School

12 Summer school rate of reimbursement shall be \$20 per hour.

13  
14 XVIII. MANagements RIGHTS

15 It is expressly understood and agreed that all functions, rights, powers or authority of  
16 the administration of the School District and the Board of Education which are not  
17 specifically limited by the expressed language of this agreement are retained by the  
18 Board provided, however, that no such rights shall be exercised so as to violate any of  
19 the specific provisions of this agreement.

20  
21 XIX. MAINTENANCE OF STANDARDS

22 This Agreement terminates and supersedes those past practices, agreements,  
23 procedures, traditions, and rules or regulations inconsistent with any matters covered  
24 herein. However, existing policies, rules, regulations, practices, and procedures which  
25 are consistent with this Agreement are not modified. This Agreement shall not be  
26 interpreted or applied to deprive teachers of use of a teachers' lounge, use of school  
27 phones, sign-out privileges, and open lunch hour.

28  
29 XX. DURATION AND RELATED TERMS

30 20.1 Teachers will not engage in any strike for the duration of this Agreement.

31 20.2 Effect of Agreement: This Agreement shall not be modified in whole or in part by  
32 the parties except by an Amendment in writing duly executed by both parties. Should

1 any Article, Section or Clause of this Agreement be declared illegal or modified by State  
2 or Federal statutory change, said Article, Section or Clause, as the case may be, shall  
3 be automatically subject to negotiations pursuant to Article IV of this Agreement.  
4 Negotiations shall continue for thirty (30) days. If agreement is not reached the issue  
5 shall be submitted to arbitration through the American Arbitration Association. The  
6 remaining Articles, Sections and Clauses shall remain in full force and effect for the  
7 duration of this Agreement.

8 20.3 This Agreement shall be effective as of August 1, 2010 and shall continue in effect  
9 until August 1, 2013 for salary negotiations and for language negotiations.

10 20.4 A committee comprised of Administration and at least 3 FEA appointed faculty  
11 members will review the current evaluation plan and recommend changes to the  
12 contract to reflect current practice.

13  
14 Adopted this 21<sup>st</sup> day of July, 2010

15  
16 For the Board of Education

For the Association:

17  
18 \_\_\_\_\_  
19 President Board of Education

\_\_\_\_\_  
President, Association

20  
21 \_\_\_\_\_  
22 Secretary, Board of Education

\_\_\_\_\_  
Secretary, Association

23  
24  
25  
26  
27  
28 Agreement  
29  
30

