

**Contractual Agreement**

**Between**

**Fairfield Community High School  
District # 225**

**And the**

**#225 Education Association, IEA-NEA**

**2008-2011**

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# **Article I**

## **Recognition**

### **1.1**

The Board of Education of Fairfield Community High School District No. 225, Wayne County, Illinois, hereinafter referred to as the “Board”, “Employer” or “District” recognizes the 225 Education Association, an affiliate of the Illinois Education Association and National Education Association, hereinafter referred to as “Association” or “Union”, as the sole and exclusive bargaining agent for all full and part-time regularly employed certified personnel—excepting the Superintendent of Schools, Principals, and all other supervisory, confidential, managerial, and temporary employees as defined in the Illinois Educational Labor Relations Act.

## **Article 2**

### **Grievance Procedure**

#### **2.1**

##### **Definition**

A grievance shall mean a complaint by or from a teacher, group of teachers, or the Association that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

#### **2.2**

##### **Time Limit**

No grievance shall be entertained or processed unless it is submitted within thirty (30) days after the act or condition giving rise to the grievance or grievant's knowledge of such act or condition, whichever first occurs. All time limits shall consist of days the administration offices are scheduled to be open, except that when the act or condition giving rise to the grievance occurs during the employee's summer recess period, the time limits shall consist of employee work days. Time limits may be extended only by mutual agreement.

#### **2.3**

##### **Procedures**

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve the problem through free and informal communication. If, however, the informal process fails to satisfy the employee, a grievance may proceed as follows:

##### **STEP 1:**

The grievant shall present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The written grievance shall identify the grievant, summarize relevant facts, identify all provisions of the Agreement allegedly violated, describe the remedy requested and be filed on the form attached hereto as Appendix A. Within ten (10) days of the meeting, the grievant and the Association shall be provided the Supervisor's written response.

## **STEP 2:**

If the grievance is not resolved in Step 1, the grievant may appeal the grievance to the superintendent or his/her designee within ten (10) days after receipt of the Step 1 answer. The superintendent shall arrange with the grievant or Association representative for a meeting to take place within ten (10) days of the superintendent's receipt of the appeal. Within ten (10) days after the meeting, the grievant and the Association shall be provided with the Superintendent's or his/her designee's written response, including the reasons for the decision.

## **STEP 3**

If the grievant is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance within twenty (20) days to binding arbitration. The parties shall request that the American Arbitration Association submit to them a list of five (5) arbitrators along with qualifications. Either party may reject one list in its entirety and request that another list be submitted. The parties shall then proceed to alternately strike one name, with the party requesting arbitration striking first, until only one name remains. That individual shall serve as the arbitrator. The arbitrator so elected shall be jointly notified of his/her selection and requested to contact the parties with respect to all matters pertaining to the pending grievance. If the individual selected cannot serve, the parties shall request another list and repeat the striking process to select another arbitrator to serve.

If a demand for arbitration is not filed within twenty (20) days of the date of the Step 2 answer, then the grievance shall be considered withdrawn.

## **2.4**

### **Authority of Arbitrator**

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, subtract from or change the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing and shall have no authority to make any decision on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying applicable laws and regulations.

## **2.5**

### **Bypassing Steps**

If the Superintendent and the grievant mutually agree, any step of the grievance procedure may be bypassed.

## **2.6**

### **Class Grievances**

Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator at the building level may be initially filed by the Association at Step 2.

## **2.7**

### **Released Time**

In the event an Employee is required to attend a Step 1 or Step 2 meeting as provided in Section 2.3 above, such individuals shall be released from their regular assignment without loss of pay or benefits. If an employee is required to attend an administrative hearing as provided in Step 3 of Section 2.3, said employee will only be released during the time that their participation in the grievance is required. The Association President or his/her designee, upon request, shall be released for the arbitration hearing without loss of pay or benefits. If the grievance is a Class Grievance, only one (1) member of the class shall be released for the entire proceedings as provided in Section 2.3.

## **2.8**

### **Grievance Withdrawal**

Grievances may be withdrawn by the grievant or the Association at any step of the grievance procedure without establishing a precedent. Grievances not appealed within the designated time limit shall preclude further appeal, provided there has been no mutual agreement of extension. If the employer's written decision has not been rendered within the time limit, the grievant shall be automatically advanced to the next step.

## **2.9**

### **Arbitration Costs and Procedures**

Each party shall bear the full cost for its representation in the arbitration. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties.

If either party requests a transcript of the proceedings, that party shall bear the full cost for a transcript. The parties may agree to share the cost of all transcripts, including that

furnished to the arbitrator. If only one party requests postponement of an arbitration hearing, that party shall bear the cost of such postponement.

## **Article 3**

### **Professional Employee Rights**

#### **3.1**

##### **Qualifications and Certifications**

All certified employees shall provide to the Superintendent or his/her designee a copy of their Illinois certificate. If any employee becomes qualified or certified in an area, the employee shall notify the Superintendent or his/her designee of the new certification or qualification. Certified employees shall be responsible for securing and maintaining a valid certificate.

#### **3.2**

##### **Probationary Period**

All certified staff who are first employed by this school district after January 1, 1998, and who have not before that date entered upon contractual continued service in the district shall serve a probation period of four (4) consecutive school terms before they may enter upon contractual service (tenure). The four (4) year probationary period must be full time service as a teacher.

#### **3.3**

##### **Termination of Employment**

No tenured employees shall be disciplined or discharged without cause.

#### **3.4**

##### **School Keys**

Each staff member will be supplied with necessary materials to gain entry into the facility. This includes the building, classroom, and any needed entries to perform their necessary duties.

### **3.5**

#### **Deduction From Salaries**

Upon written request, employees may change salary deductions by August 15th, November 15th, February 15th, or May 15th. The changes will be effective the month following the request.

### **3.6**

#### **Association Deductions**

The local association dues will be automatically deducted in one lump sum from the October paycheck. IEA/NEA dues will be uniformly deducted.

### **3.7**

#### **Evaluations**

A non-tenured teacher shall be formally evaluated not less than four times a year during the employee's probationary period. Non-probationary employees shall be formally evaluated not less than once during each two-year period. Administration can re-evaluate if deemed necessary.

## **Article 4**

### **Employment Year and Workday**

#### **4.1**

##### **Employment Year**

Employees shall not be required to work more than one hundred eighty (180) calendar days per school year.

#### **4.2**

##### **Employment Work Day**

The employee workday shall be seven (7) hours and twenty-five (25) minutes unless a shorter time is established by the administration. Employees shall be in their classrooms fifteen (15) minutes prior to the commencement of the student day. Upon parent or student request, employees are expected to be accessible for scheduled appointments. If during the day the employee needs to leave the classroom, the employee shall notify the nearest certified staff of his/her absence. The employee shall report his/her absence to the administration. District teacher institute days will not be required to meet the seven (7) hour and twenty-five (25) minute workday stipulation.

#### **4.3**

##### **Planning Period**

Planning time shall not be less than one (1) period per day and teachers shall make themselves available to students during this time. The planning period is to be free from recitation or study hall to permit a teacher the opportunity to work in the library, to plan activities, hold conferences, and to perform routine duties, and responsible errands. Teachers will sign out in the office, note their destination, and sign back in upon returning to school.

#### **4.4**

##### **Faculty Meetings**

At the beginning of the school year, employees will be notified of the dates of regularly scheduled faculty meetings. Special faculty meetings may be scheduled informing the employees at least one (1) week in advance except in cases of emergency.

## **4.5**

### **Early Dismissal**

Employees will be dismissed fifteen (15) minutes after student dismissal on the day preceding the Thanksgiving, Christmas, and Spring Breaks.

## **Article 5**

### **Association Rights**

#### **5.1**

##### **Information to Association**

At no cost to the Association, the Board shall make available to the Association President one copy of the Board's agenda, a statement of monthly expenditures, the approved annual budget, the District's audited financial statements, and approved minutes of regular and special meetings, which shall exclude executive and/or closed session minutes.

#### **5.2**

##### **Use of School Building By Association**

The Association shall have the right to hold meetings of its membership before or after school and on school district property, provided that such meetings in no way interfere with any aspect of the total instructional program and any other previously scheduled activities. If such meetings require additional maintenance, custodial, or other expenses related to use, the Association will pay the costs of the service provided.

The Association must provide notice to the Principal of its request to utilize school facilities at least three (3) days prior to the date of the meeting.

#### **5.3**

##### **Communication By The Association**

The Association may post notices of Association activities or matters on the designated bulletin board located in the teacher's lounge. Such information shall not include defamatory or partisan political material. Employees shall refrain from conducting Association meetings during teacher conference periods and classroom instructional duty time. The Association may communicate with its members by using the intra-district teacher correspondence boxes or E-mail of those teachers who are Association members.

## **5.4**

### **Use Of Equipment By Association**

The Association may use with prior permission from the Superintendent, Principal, or his/her designee, a computer, printer, FAX machine and/or photocopy machine provided such equipment is not being utilized for instructional and/or school business activities. The FAX machine and photocopy machine may only be operated by an administrative employee designated by the Superintendent or Principal. The cost and utilization of such equipment are subject to administrative rules and regulations.

## **5.5**

### **Right of Representation**

The employee may request the right to a union representative of his or her choosing at any hearing or meeting regarding any disciplinary action involving an employee covered by this Agreement. Written notice of the meeting containing the reasons for such meeting shall be provided at least three (3) days before the meeting. In the event that an immediate meeting becomes necessary due to the nature of the disciplinary matter, the administration shall provide the employee with as much advance notice as is possible under the circumstances.

## **Article 6**

### **Leaves**

#### **6.1**

##### **Sick Leave**

Each full-time employee shall be entitled to fourteen (14) sick days each year without loss of pay, which may be taken in half-day increments. Any unused sick leave shall accumulate to a maximum of three hundred forty (340) sick days. If an employee has accumulated three hundred forty (340) sick days prior to the commencement of any school year, the employee will be entitled to utilize the fourteen (14) sick leave days for the school year prior to utilizing the employee's accumulated sick leave days. Any certified employee who has accumulated sick leave over 340 days shall retain those accumulated sick days. The certified employee with over three hundred forty (340) sick days shall not accumulate additional sick leave days beyond the original grandfathered amount. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, adoption, birth and placement of adoption. For purposes of this section, "immediate family" shall be defined as spouse, parents, children, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, son-in-law, and daughter-in-law.

The Superintendent and/or his/her designee will maintain records of employee's sick leave and notify each teacher on his/her paycheck of the number of accumulated sick leave days.

#### **6.2**

##### **Personal Leave**

Each full-time employee shall have two (2) personal leave days per school year. Unused personal leave shall accumulate as sick leave days in accordance with Section 6.1. Personal days may be requested one day in advance and will not be granted when the business to be conducted can be handled outside of regular school hours. Such leave will not be granted during the first or last teacher employment days, immediately preceding or following a school vacation or holiday, during semester exam days, on days of teacher institutes/in-services, or on parent-teacher conference days, provided this restriction shall not apply to recognized religious holidays, leave for documented religious educational purposes or for an explained emergency. Personal leave may be taken in full day or half-day increments.

## **6.3**

### **Jury Duty/Subpoena Leave**

The Board shall pay the regular salary to employees, who during the regular school term are called to serve as jurors or subpoenaed to testify at any administrative or court proceeding pertaining to school district business. The employee shall remit to the District the per diem fee received as a result of jury duty or being subpoenaed. The employee shall retain that portion of the fee paid to the employee for mileage.

## **6.4**

### **Professional Leave**

Employees may request professional leave days without loss of pay to:

1. Attend a conference, workshop, or seminar related to the teacher's assigned subject area or extra-duty assignment.
2. Visit other schools, view instructional techniques or programs, view new classroom or teaching-related equipment, or to observe programs related to the teacher's field.

If an employee requests professional leave, a Conference Leave Request form shall be filled out by the employee. Prior approval by administration is required for professional leave.

## **6.5**

### **Association Leave**

The Association shall be granted up to six (6) aggregate days of Association leave days to attend local, state or national conferences or other business pertaining to Association affairs provided that ten (10) days notice shall be given in writing to the Superintendent. The Association shall reimburse the district for the cost of the substitute(s) at the district's prevailing substitute rate of pay, providing a substitute is employed.

## **6.6**

### **Additional Unpaid Leaves of Absence**

An employee may request an unpaid leave of absence by submitting to the administration a request for an unpaid leave of absence, specifying the reason for the leave.

Each approved leave of absence shall be for the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to teachers according to the following conditions:

1. The employee submits his/her request at least three (3) months before the leave is desired. The Superintendent or his/her designee may waive this requirement.
2. The employee must specify the commencement date and the date of return.
3. Unpaid leaves shall be docked at the rate of 1/180 of the employee's salary on the certified salary schedule.

Employees on such leave may continue insurance benefits, if the carrier permits. The employee must pay the district for the full cost of the insurance benefits for which he/she qualifies. The administration will provide the employee with the date and the amount of payments. If the employee fails to pay the district on or before the date the payments are due, the employee's insurance benefit shall be discontinued.

## **Article 7**

### **Personnel File**

#### **7.1**

The Board will maintain for each employee a personnel file which contains documents which are, have been, or intended to be used in determining the employee's qualifications, evaluations, promotion, transfer, discharge or disciplinary action, unless the inclusion of such documents in their personnel file would violate state and/or federal laws and/or implementing regulations. Such personnel file shall be maintained under the direct supervision of the Superintendent.

#### **7.2**

Every employee shall have access to all materials in his/her official file by appointment during the normal business hours and in the presence of a designated employee of the Board. A designated representative of the employee's choosing may inspect an employee's file if written approval by the employee is given to the Superintendent.

#### **7.3**

No employee shall remove any material from a personnel file and no material shall be released to a third party unless the employee is notified of such release. No person shall remove any material from an employee's official personnel file without mutual consent of the employee and the Superintendent or his/her designee.

#### **7.4**

An employee shall within ten (10) working days of the date information is placed in his/her official personnel file, be given a copy of any material added to his/her official personnel file. Every employee shall be entitled to one free copy during a school term of any non-confidential material contained in the employee's personnel file.

#### **7.5**

If an employee disagrees with any information contained in his/her official personnel file, the employee may request removal of the information. Such information shall be removed if the Superintendent and the employee mutually agree on the removal. If an agreement cannot be reached on the removal of the information, the employee may submit a written statement explaining the employee's position. The Superintendent shall attach the written statement to the disputed material. If the disputed material is released to a third person, the explanation statement must also be submitted.

## **Article 8**

### **Public Complaints About Personnel**

#### **8.1**

In the event the administration or Board receives a citizen/parent complaint about a teacher, the administration shall utilize the following procedures:

1. The matter shall first be discussed at a meeting with the teacher without the involvement of the immediate supervisor, then
2. If not resolved in (1) above, the matter shall be discussed at a meeting with the teacher and immediate supervisor, then
3. If not resolved in (2) above, then the matter shall be discussed at a meeting with the teacher, immediate supervisor and Superintendent. The decision of the administration shall be final.

If deemed appropriate by the administration, any of the above steps may be bypassed. If Step 1 is bypassed, the name of the complainant and the nature of the complaint shall be revealed to the teacher prior to a meeting.

#### **8.2**

No reprisal or retaliation shall be taken against a student because of a citizen/parent complaint. Any form of reprisal or retaliation by a teacher shall subject the teacher to disciplinary action by the Board of Education.

#### **8.3**

If a complaint is resolved or withdrawn at any level, the matter shall be considered closed.

#### **8.4**

The above procedure shall not be applicable to matters involving direct violation of Board of Education policy.

## **Article 9**

### **Reduction In Force And Seniority**

#### **9.1**

##### **Seniority Credit**

A teacher acquires seniority based upon the employee's actual years of service in the district for which service must be continuous and uninterrupted as defined in 9.8. Credit for seniority shall be calculated as follows:

##### **9.1.1**

One full year of seniority is earned for ninety (90) or more employment days in each school year.

##### **9.1.2**

Employees on an approved leave of absence, lay-off, or disability shall continue to accrue seniority credit.

##### **9.1.3**

Ties in seniority credit will be broken by

- A. Length of continuous service without a leave of absence
- B. Length of full-time continuous service without a leave of absence
- C. Highest academic placement on the salary schedule
- D.** By lot

#### **9.2**

##### **Seniority List**

On or before November 15 of each year, the administration shall post a tentative seniority list which specifies the seniority credit for each employee and the areas/subjects in which each employee is certified and/or qualified to teach in accordance with State Board Document No. 1. Any employee who objects to his/her status on the tentative seniority list shall state objection within ten (10) school days of the posting.

Objections shall be duly noted on the final seniority list with the expense of credential evaluation borne by the district. A final list for the school year shall be posted by February 15 with a copy provided to the Association President. Additional objections not otherwise noted on the final list must be filed within fifteen (15) days of the posting or be deemed waived.

### **9.3**

#### **Reduction-In-Force-Definition**

Reduction-In-Force shall be a decision by the Board to decrease the number of Employees of the district or a decision to decrease some particular type of service performed.

### **9.4**

#### **Reduction-In-Force and Recall Order**

All reductions-in-force shall be implemented on the basis of seniority and certifications and qualifications, in the following order of reduction:

**First**, employees not in continuous contractual service by seniority (least senior first)

**Second**, employees in continuous contractual service by seniority (least senior first)

Employees shall be recalled in the reverse order of dismissal, provided the employee is legally certified and qualified for the position available upon recall. The Board shall make every effort not to create or realign courses as the result of a reduction-in-force so as to reduce a more senior employee without first bargaining with the Association.

### **9.5**

#### **Notices**

Employees who are reduced shall be notified in writing by certified mail-return receipt requested, no later than sixty (60) days prior to the end of the school term. Such notice shall state that the action is a dismissal caused by a reduction-in-force as defined in Section 9.3 above.

## **9.6**

### **Recall Notice and Response**

An employee who is reduced-in-force shall provide the Board with their residence address at the time of reduction, and notify the Board of any address changes which may occur during the recall period. A notice of recall shall be mailed to the employee, by certified mail (return receipt requested), at the last known mailing address which has been provided to the Board. The employee shall notify the Board of their response to the recall offer within fifteen (15) work days of the notice, or within (15) work days prior to the commencement of the school year, whichever period is earlier. An employee who does not respond to the notice of recall will be deemed to have rejected the offer of recall.

## **9.7**

### **Recall Rights**

An employee shall be eligible for recall until the end of the first five (5) employee workdays of the second school year following the reduction-in-force.

Employees may refuse or accept a recall offer without loss of recall status to other vacancies during the recall period defined above if the offer is for a position with fewer hours or days than previously worked by the employee.

## **9.8**

### **Continuous Service**

Continuous service is broken only by one of the following:

- A. Voluntary quitting or resignation
- B. Discharge
- C. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a lay-off when a notice of fifteen (15) work days has been delivered to the employee by certified or registered mail at the last address filed by the employee with the Board office
- D. Expiration of recall period following a reduction-in-force

## **Article 10**

### **Assignments**

#### **10.1**

##### **Criteria**

Staff members are employed by and for the district. The Superintendent will consider the following in assignments: certification, seniority, qualifications, and employee preference. In consideration of the needs and the best interest of the district, the Superintendent may transfer a staff member to a different assignment. Prior to the transfer of any staff member, the Superintendent shall have a conference with the staff member involved. The decision of the Superintendent shall be based upon the best interests of the district. The decision of the Superintendent shall be final.

#### **10.2**

##### **Staff Request Assignment Change**

Staff members may request changes of teaching assignment. All requests for a change of assignment must be in writing and provided to the Superintendent. These written requests will be reviewed and evaluated by the Superintendent who will make the decision based upon the best interest of the district.

#### **10.3**

##### **Vacancies In New or Existing Positions**

In the case of vacancies in new or existing teaching or extra-curricular positions, applications will be reviewed. A copy of the vacancy or new position notice shall be provided to the Association President. An interview will be given to qualified employees who have submitted their request for the position in writing. When possible, the employee will be informed, prior to public announcement, of the board's intent of employment.

#### **10.4**

##### **Notification of Teaching Assignments**

Tentative grade level and/or subject area assignments for the following school year shall be given to teachers on or before the district's purchase order due date.

# **Article 11**

## **Compensation**

### **11.1**

#### **Salary Schedule**

A salary schedule is attached as Appendix “B” and made a part of this contract.

### **11.2**

#### **Credit For Years Teaching**

All professional certified employees within the school district shall be allotted one (1) year teaching experience for advancement of the salary schedule for each year of teaching within the school district if said teacher has taught a minimum of ninety-one (91) days of a typical one hundred-eighty (180) day calendar.

### **11.3**

#### **Graduate Hour Credit**

Teachers who earn the requisite number of graduate hour credits may be advanced on the salary schedule for the following school year provided that the following requirements have been met:

1. The course must be taken at the graduate level or be a 300 or 400 level course.
2. The Superintendent must approve the course prior to registration.
3. A transcript or grade report of all credit earned over the past year must be submitted to the Superintendent prior to September 1 of each school year.

## **11.4**

### **Travel Compensation**

Upon the prior approval of the Superintendent, employees may be reimbursed for travel required in the performance of their job duties. The reimbursement rate shall be the rate approved by the Internal Revenue Service.

## **11.5**

### **Teacher's Retirement Contribution**

The Board shall pay the State of Illinois Teachers' Retirement System contribution for each teacher. Said amount shall be paid to the State of Illinois Teachers' Retirement System to be applied to the retirement account for such teacher. In addition, the Board shall pay the same percentage of a teacher's extra-curricular pay to the Teachers' Retirement System.

## **11.6**

### **Insurance Benefits**

Full-time certified staff, administration, and support staff may participate in the insurance program selected by the Association. For each employee participating in said program, the Board shall contribute up to the following amounts per month for the health insurance and life insurance.

2008-2009	295
2009-2010	310
2010-2011	325

The payment specified above shall not exceed the individual employee premium. The employee shall pay any remaining cost for such insurance premium.

## **11.7**

### **Extra-Curricular Assignments and Extra-Curricular Pay**

An Extra-curricular assignment pay schedule is attached as Appendix "C" and made a part of this contract

## 11.8

### Paychecks

Employees shall receive their first paycheck for the current school year in September. The employee's annual salary shall be paid in equal installments in accordance with this Article. However, first year employees shall receive their first paycheck in September based upon the number of days worked for the current school year, up to and including September 1, at their per diem rate. The amount paid to the employee in the September check shall be deducted from the employee's annual salary. The remainder of the first year employee's annual salary shall be payable in equal installments in accordance with the provisions of this Article.

## 11.9

### Date of Pay

September 2, 2008	January 2, 2009	January 4, 2010	January 3, 2011
October 2, 2008	February 2, 2009	February 2, 2010	February 2, 2011
November 3, 2008	March 2, 2009	March 2, 2010	March 2, 2011
December 2, 2008	April 2, 2009	April 2, 2010	April 1, 2011
	May 1, 2009	May 3, 2010	May 2, 2011
	June 2, 2009	June 2, 2010	June 2, 2011
	July 2, 2009	July 2, 2010	July 1, 2011
	August 3, 2009	August 2, 2010	August 2, 2011
	September 2, 2009	September 2, 2010	
	October 2, 2009	October 1, 2010	
	November 2, 2009	November 2, 2010	
	December 2, 2009	December 2, 2010	

## 11.10

### Pay Options

A teacher will receive his/her total salary in 1/12 increments.

## 11.11

### Teachers Health Insurance Security

The board shall pay to THIS for each teacher the amount designated in line C which is .80% on line A for the remainder of the contract.

## 11.12

### **EARLY RETIRMENT INCENTIVE PROGRAM FOR CERTIFICATED EMPLOYEES**

Eligible Employees who have served at least fifteen (15) years with the District and elect to retire from the District into the Teachers Retirement System (TRS) may participate in the District's Retirement Incentive Program as provided in this section. This Retirement Incentive Program shall be applied and shall be interpreted so that no eligible Employee who participates shall receive TRS creditable earnings in excess of 6% from one year to the next, nor shall any retirement by Employee who participates in the Retirement Incentive Program cause the district to be required to pay additional sum or cost to TRS, including, for example, any District-paid TRS Early Retirement Option contribution or any contribution or cost to TRS for creditable earnings which exceed six percent (6%) of the Employees' creditable earnings for a prior year.

If an eligible Employee gives the District an irrevocable notice of retirement by May 1<sup>st</sup> of any year up to three (3) years prior to the year of retirement, the District shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining years of service not to exceed three (3) years.

#### **A. Eligibility**

1. To be eligible to choose any of the following Plans under this Option, a Employee must:
  - a. Have at least fifteen (15) years of full-time creditable TRS service within the District by the last day of service in the District;
  - AND
  - b. Be at least fifty-five (55) years of age, or be deemed fifty-five years of age at the time of retirement in accordance with Teacher Retirement System rules at the time of retirement.
  - OR
  - c. Meet the condition of sub paragraph 1(a) and be at least sixty (60) years of age by the last day of service in the District or be deemed sixty (60) years of age at the time of retirement in accordance with Teacher Retirement System rules at the time of retirement.

2. The eligible Employee shall sign

- a. A resignation unconditionally resigning employment and tenure as of the end of a school year (or the Employee's work year) specified by the Employee, which year may not be more than four years from the date of signing. The notice of retirement must be signed during the term of this collective bargaining agreement, and
- b. A standard contract with the district certifying to the eligibility of the Employee under this plan, providing that the Employee shall not avail of the TRS Early Retirement Option, or take any other action by which the Employee shall cause the District to be obligated to pay any additional contribution or other contribution to TRS. Such agreement shall be enforceable by the District against the Employee.

For the purpose of this Retirement Incentive Plan, TRS non-exempt creditable earnings is defined by TRS rules and regulations.

Eligibility requirements are for the year the retirement becomes effective, not the year the notice is submitted.

**B. Plans**

**One Year Plan**

If an eligible Employee complies with sub paragraphs A (1) and (2) prior to May 1 stating that he/she shall retire at the end of the current school year, the Employee will be removed from the salary schedule and for the final year of employment the Employee's TRS creditable earnings shall be increased by six percent (6%) over the Employee's TRS creditable earnings for the prior year of employment.

**Example:** A Employee gives his/her irrevocable letter of retirement prior to May 1, 2009, stating intent to retire at the end of the 2008-09 school year. The Employee's prior year TRS creditable earnings were \$40,000.00. The Employees final year TRS creditable earnings will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ).

**Two Year Plan**

If an eligible Employee complies with sub paragraphs A (1) and (2) prior to May 1 two (2) years prior to the year of retirement, the Employee will be removed from the salary schedule and for the final two (2) years of employment the Employee's TRS creditable earnings shall be increased by six

percent (6%) over the Employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** A Employee gives his/her irrevocable letter of retirement prior to May 1, 2009, stating he/she will retire at the end of the 2009-10 school year. The Employee's TRS creditable earnings for the 2007-08 school year were \$40,000.00 The Employee's TRS creditable earnings for the 2008-09 school year will be \$42,400.00 (i.e.  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The Employee's TRS creditable earnings for the 2009-2010 school year will be \$44,944.00 (i.e.,  $\$42,400.00 \times 1.06 = \$44,944.00$ ).

### **Three Year Plan**

If an eligible Employee complies with sub paragraphs A (1) and (2) prior to May 1 three (3) years prior to the year of retirement, the Employee will be removed from the salary schedule and for the final three (3) years of employment the Employee's TRS creditable earnings shall be increased by six percent (6%) over the Employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** A Employee gives his/her irrevocable letter of retirement prior to May 1, 2009, stating he/she will retire at the 2010-2011 school year. The Employee's TRS creditable earnings for the 2007-2008 school year were \$40,000.00. The Employee's TRS creditable earnings for the 2008-09 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2009-2010 school years will be \$44,944.00 (i.e.  $\$42,400.00 \times 1.06 = \$44,944.00$ ). The Employee's TRS creditable earnings for the 2010-2011 school year will be \$47,640.64 (i.e.,  $\$44,944.00 \times 1.06 = \$47,640.64$ ).

### **C. Miscellaneous**

1. If an eligible Employee complies with sub paragraphs A (1) and (2) and the Employee resigns from or is removed for cause from duties for which the Employee was compensated the previous year (for example, extended year or additional compensated duties) the Employee's TRS creditable earnings will be adjusted accordingly.

**Example:** The Employee's TRS creditable earnings from the 2008-2009 school year were \$43,000.0 of which \$3,000.00 was compensation for extended year duties during 2008-2009. Under the Employee's retirement plan, he/she would be scheduled to received \$45,580.00 TRS creditable earnings for the 2009-2010 school year (i.e.,  $\$43,000.00 \times 1.06 = \$45,580.00$ ). However, the need for the extended year work does not exist in 2009-2010 and thereafter, and the Employee does not perform those duties. The Employee's TRS

creditable earning for the 2009-2010 school year will be \$42,400.00 (i.e.  $\$40,000.00 \times 1.06 = \$42,400.00$ ) rather than \$45,580.00.

2. The Board, in its sole discretion, may allow the Employee to rescind his/her letter or retirement because of serious illness or life changing circumstances, provided the Employee returns to the Board any TRS creditable earnings paid to the Employee in excess of the amount the Employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.
3. If legislation of TRS regulations are enacted or adopted during the life of the agreement that result in a greater cost to the District than the costs generated by this agreement, then this section 11.12 shall cease to operate, and the parties shall meet as soon as practicable to negotiate another provision providing benefit to the teacher of equal cost to the District which does not result in increased cost to the District.
4. Nothing in this collective bargaining agreement shall require that any Employee who as availed of the benefits of Section 11.12 shall be assigned any duties or be paid compensation greater than 6% increase in TRS non-exempt creditable earnings one school year to the next.

## 11.13

### Miscellaneous

- A. Once a retirement letter is submitted, the Teacher will not be assigned an additional extra duty not currently being performed without the consent of the Teacher.
- B. If after submitting an irrevocable letter of retirement, the Teacher resigns from or is removed from duties for which the Teacher was compensated the previous year (i.e., Additional Pay Schedule), the teacher's nonexempt TRS creditable earnings will be adjusted accordingly.

**Example:** The Teacher's nonexempt TRS creditable earnings from the 2008-09 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2008-2009. Under the teacher's retirement plan, he/she would be scheduled to receive \$45,580.00 nonexempt TRS creditable earnings for the 2009-2010 school year (i.e.,  $\$43,000.00 \times 1.06 = \$45,580.00$ ). However, the Teacher resigns from his/her coaching position before the start of the 2009-2010 school year. The Teacher's nonexempt TRS creditable earnings for the 2009-

2010 school year will be \$42,400.00 (i.e. \$40,000.00 x 1.06-\$42,400.00) rather than \$45,580.00.

- C. The Board, in its sole discretion, may allow the Teacher to rescind his/her letter of retirement because of serious illness or life changing circumstances, provided the Teacher returns to the Board any nonexempt TRS creditable earnings paid to the teacher in excess of the amount the teacher would otherwise have received under salary schedule for such year(s) in which the creditable earnings were paid.
- D. If legislation is enacted and/or TRS rules and regulations are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be reopened for negotiations.

## **Article 12**

### **Effect Of Agreement**

#### **12.1**

##### **Complete Understanding**

The terms and conditions set forth in this Agreement represent full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.

#### **12.2**

##### **Printing/Distribution Of Contract**

Within thirty (30) days following ratification of this Agreement by both parties, the Board shall deliver a copy of this Agreement to the President of the Association. The Association shall be responsible, at its expense, for preparing and delivering copies of the ratified Agreement to all of the teachers covered by the Agreement.

#### **12.3**

##### **Savings Clause**

Should any part of this Agreement be declared illegal by a court of law, then that item shall be deleted from this Agreement to the extent that it violates the law. The remainder of this Agreements shall remain in full force and effect.

#### **12.4**

##### **No Strike Clause**

Recognizing that adequate means are made available by this Agreement for the resolution of teachers' grievances and/or complaints, and that other procedures are provided by statute and judicial law for such resolution, neither the Association or the teachers covered by this Agreement will instigate, promote, sponsor, engage in any strikes, concerted stoppage of work, or any other intentional interruptions of educational duties for the duration of this agreement.

## **12.5**

### **Duration**

This Agreement shall be in effect until August 15, 2011.

## **12.6**

### **Association Responsibilities**

The Association agrees to actively work with the administration to insure that the bargaining unit members are aware of contractual responsibilities herein and will seek to assure that every member abides by the Agreement adopted.

## **12.7**

### **Board Authority And Management Rights**

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

## **12.8**

### **Athletic Director Reopener**

It is agreed between the parties that if the athletic director position becomes a part of a teacher's assignment, the Association may request that the contract be reopened to discuss solely the nonlane extra-curricular designation, athletic director.

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

For the Board of Education of Fairfield Community High School District #225:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

For the #225 Education Association

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

## **Appendix A**

# Fairfield Community High School No. 225

## Grievance Report Form

**Grievance #** \_\_\_\_\_

Distribution of Form: Superintendent, Principal/Supervisor, Association, Grievant

Name of Grievant: \_\_\_\_\_

Position of Grievant: \_\_\_\_\_

Date Grievance Filed: \_\_\_\_\_

### STEP 1

Date Cause of Grievance Occurred: \_\_\_\_\_

Facts of  
Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Issue(s) of  
Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provision(s) of the Contract allegedly  
violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief  
Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix B

## **APPENDIX C**

SALARY SCHEDULE						
2009-2010						
YEARS		BA/BS	BA/BS+16	BA/BS+32	MA/MS	MA/MS+16
0-----	BASE	32537	33363	34189	35016	35839
1-----	BASE	33363	34189	35016	35839	36665
2-----	BASE	34189	35016	35839	36665	37492
3-----	BASE	35016	35839	36665	37492	38317
4-----	BASE	35839	36665	37492	38317	39142
5-----	BASE	36665	37492	38317	39142	39968
6-----	BASE	37492	38317	39142	39968	40793
7-----	BASE	38317	39142	39968	40793	41619
8-----	BASE	39142	39968	40793	41619	42445
9-----	BASE	39968	40793	41619	42445	43269
10-----	BASE	40793	41619	42445	43269	44096
11-----	BASE	41619	42445	43269	44096	44921
12-----	BASE	42445	43269	44096	44921	45747
13-----	BASE	43269	44096	44921	45747	46573
14-----	BASE	44096	44921	45747	46573	47398
15-----	BASE	44921	45747	46573	47398	48224

16-----	BASE	45747	46573	47398	48224	49049
17-----	BASE	46573	47398	48224	49049	49876
18-----	BASE	47398	48224	49049	49876	50700
19-----	BASE	48224	49049	49876	50700	51525
20-----	BASE	49049	49876	50700	51525	52352
21-----	BASE	49876	50700	51525	52352	53178
22-----	BASE	50700	51525	52352	53178	54006
23-----	BASE	500 each yr beyond step 22	52352	53178	54006	54827
24-----	BASE		53178	54006	54827	55653
25-----	BASE		500 each yr beyond step 24	54827	55653	56480
26-----	BASE			55653	56480	57304
27-----	BASE			500 each yr beyond step 26	57304	58129
28-----	BASE				58129	58955
29-----	BASE				58955	59779
30-----	BASE				59779	60606
31-----	BASE				500 each yr beyond step 30	61430

32-----	BASE					500 each yr
						beyond
						step 31
***Does not show TRS, NEC, THIS or Employer THIS						

SALARY SCHEDULE						
2010-2011						
YEARS		BA/BS	BA/BS+16	BA/BS+32	MA/MS	MA/MS+16
0-----	BASE	33253	34097	34941	35786	36627
1-----	BASE	34097	34941	35786	36627	37472
2-----	BASE	34941	35786	36627	37472	38317
3-----	BASE	35786	36627	37472	38317	39160
4-----	BASE	36627	37472	38317	39160	40003
5-----	BASE	37472	38317	39160	40003	40847
6-----	BASE	38317	39160	40003	40847	41690
7-----	BASE	39160	40003	40847	41690	42535
8-----	BASE	40003	40847	41690	42535	43379
9-----	BASE	40847	41690	42535	43379	44221
10-----	BASE	41690	42535	43379	44221	45066
11-----	BASE	42535	43379	44221	45066	45909
12-----	BASE	43379	44221	45066	45909	46753
13-----	BASE	44221	45066	45909	46753	47598
14-----	BASE	45066	45909	46753	47598	48441
15-----	BASE	45909	46753	47598	48441	49285

16-----	BASE	46753	47598	48441	49285	50128
17-----	BASE	47598	48441	49285	50128	50973
18-----	BASE	48441	49285	50128	50973	51815
19-----	BASE	49285	50128	50973	51815	52659
20-----	BASE	50128	50973	51815	52659	53504
21-----	BASE	50973	51815	52659	53504	54348
22-----	BASE	51815	52659	53504	54348	55194
23-----	BASE	500 each yr beyond step 22	53504	54348	55194	56033
24-----	BASE		54348	55194	56033	56877
25-----	BASE		500 each yr beyond step 24	56033	56877	57723
26-----	BASE			56877	57723	58565
27-----	BASE			500 each yr beyond step 26	58565	59408
28-----	BASE				59408	60252
29-----	BASE				60252	61094
30-----	BASE				61094	61939
31-----	BASE				500 each yr beyond step 30	62781

32-----	BASE					500 each yr
						beyond
						step 31
***Does not show TRS, NEC, THIS or Employer THIS						

### EXTRA DUTY

Head Basketball	4100	100/10yrs
Head Football	4100	100/10yrs
Head Wrestling	3300	100/10yrs
Head Volleyball	3300	100/10yrs
Head Baseball	2800	100/10yrs
Head Softball	2800	100/10yrs
Head Cheerleading	2600	100/10yrs
Head Track	2800 each	100/10yrs
Summer PE	2600	100/10yrs
	2600	100/10yrs
	2600	100/10yrs
Asst Basketball	2600	100/10yrs
	2600	100/10yrs
	2600	100/10yrs
Asst Football	2600	100/10yrs
	2600	100/10yrs
	2600	100/10yrs
Asst Wrestling	2600	100/10yrs
Asst Volleyball	2600	100/10yrs
Head Golf	1700	100/10yrs
Head Cross Country	1700	100/10yrs
Head Tennis	1700	100/10yrs
Asst Track	1600	100/10yrs
Asst Baseball	1600	100/10yrs
Asst Softball	1600	100/10yrs

## Class Sponsors

Senior (2)	625	
Junior (2)	625	
Sophomore (2)	625	
Freshman (2)	625	
ALPHA	975	25/5yrs
Art Club	350	25/5yrs
Band & Vocal	3900	100/10yrs
Drama/Musical	1400	25/5yrs
Asst	800	25/5yrs
FBLA	575	25/5yrs
FFA	1000	25/5yrs
FCCLA	575	25/5yrs
JETS	575	25/5yrs
Math Team	1400	100/10yrs
Math Club	575	25/5yrs
National Honor	525	25/5yrs
Scholastic Bowl	1700	100/10yrs
Asst	900	100/5yrs
Science Club/Fair	930	25/5yrs
Spanish Club	575	25/5yrs
Student Council	1400	100/10yrs
Yearbook	2600	100/10yrs