

Contractual Agreement

Between

**Fairfield Community High School
District # 225**

And the

#225 Education Association, IEA-NEA

2011-2013

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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 and/or Sequence of Honorable Dismissal List

On or before November 15 of each year, the administration shall post a tentative seniority and/or sequence of honorable dismissal list, as required by the School Code which specifies the 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

The Board shall follow the School Code when reducing the number of teachers. Teachers shall be subject to recall as provided in the school code.

9.4

Reduction-In-Force and Recall Order

The Board shall follow the School Code when reducing the number of teachers. Teachers shall be subject to recall as provided in the school code.

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

9.9

Memorandum of Understanding

The 225 Education Association and the Board of Education of Fairfield Community High School District No. 225 mutually agree to bargain all mandatory subjects of bargaining related to the implementation of the School Reform Senate Bill 7 and House Bill 1197.

Both parties mutually agree to formally bargain possible modifications to the collective bargaining agreement regarding those issues within the current agreement pertaining only to the implementation of the above legislation and for no other purpose.

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.

2011-2012 350

2012-2013 375

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

Extracurricular stipends for work done outside the school day will be paid if there are sufficient students for the club or athletic/academic team. Criteria for athletics will include, but is not limited to, enough student athletes to receive a team score and left to the athletic director. Criteria for clubs or academic teams will include, but is not limited

to, enough student academic participants for the club or academic team with discretion left to the building principal.

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

August 2, 2011	April 2, 2012	December 3, 2012
September 2, 2011	May 2, 2012	January 2, 2013
October 3, 2011	June 2, 2012	February 1, 2013
November 2, 2011	July 2, 2012	March 1, 2013
December 2, 2011	August 2, 2012	April 2, 2013
January 3, 2012	September 4, 2012	May 2, 2013
February 2, 2012	October 2, 2012	June 3, 2013
March 2, 2012	November 2, 2012	July 2, 2013
		August 2, 2013

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 1st 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 tack 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.

11.14

Agriculture Instructor Per Diem

One agriculture instructor will be entitled up to thirty (30) days per diem for agriculture instruction work during the summer, beyond the normal school year. The instructor will be required to submit a detailed summary of activities and hours worked to the district bookkeeper to receive compensation.

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, 2013.

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.

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

SALARY SCHEDULE**2011-2012**

YEARS	BA/BS	BA/BS +16	BA/BS +32	MA/MS	MA/MS +16
0----- BASE	33586	34438	35290	36144	36993
1----- BASE	34438	35290	36144	36993	37847
2----- BASE	35290	36144	36993	37847	38700
3----- BASE	36144	36993	37847	38700	39552
4----- BASE	36993	37847	38700	39552	40403
5----- BASE	37847	38700	39552	40403	41255
6----- BASE	38700	39552	40403	41255	42107
7----- BASE	39552	40403	41255	42107	42960
8----- BASE	40403	41255	42107	42960	43813
9----- BASE	41255	42107	42960	43813	44663
10----- BASE	42107	42960	43813	44663	45517
11----- BASE	42960	43813	44663	45517	46368
12----- BASE	43813	44663	45517	46368	47221
13-----BASE	44663	45517	46368	47221	48074
14----- BASE	45517	46368	47221	48074	48925

SALARY SCHEDULE

2011-2012

YEARS	BA/BS	BA/BS +16	BA/BS +32	MA/MS	MA/MS +16
15----- BASE	46368	47221	48074	48925	49778
16----- BASE	47221	48074	48925	49778	50629
17----- BASE	48074	48925	49778	50629	51483
18----- BASE	48925	49778	50629	51483	52333
19----- BASE	49778	50629	51483	52333	53186
20----- BASE	50629	51483	52333	53186	54039
21----- BASE	51483	52333	53186	54039	54891
22----- BASE	52333	53186	54039	54891	55746
23----- BASE	500 EACH YR	54039	54891	55746	59593
24----- BASE	BEYOND	54891	55746	56593	57446
25----- BASE	STEP 22	500 EACH YR	56593	57446	58300
26----- BASE		BEYOND	57446	58300	59151
27----- BASE		STEP 24	500 EACH YR	59151	60002
28-----BASE			BEYOND	60002	60855
29----- BASE			STEP 26	60855	61705

**SALARY SCHEDULE
2011-2012**

YEARS	BA/BS	BA/BS +16	BA/BS +32	MA/MS	MA/MS +16
30----- BASE				61705	62558
31----- BASE				500 EACH YR	63409
				BEYOND	
				STEP 30	

SALARY SCHEDULE**2012-2013**

YEARS	BA/BS	BA/BS +16	BA/BS +32	MA/MS	MA/MS +16
0----- BASE	33922	34782	35643	36505	37363
1----- BASE	34782	35643	36505	37363	38225
2----- BASE	35643	36505	37363	38225	39087
3----- BASE	36505	37363	38255	39087	39948
4----- BASE	37363	38225	39087	39948	40807
5----- BASE	38225	39087	39948	40807	41668
6----- BASE	39087	39948	40807	41668	42528
7----- BASE	39948	40807	41668	42528	43390
8----- BASE	40807	41668	42528	43390	44251
9----- BASE	41668	42528	43390	44251	45110
10----- BASE	42528	43390	44251	45110	45972
11----- BASE	43390	44251	45110	45972	46832
12----- BASE	44251	45110	45972	46832	47693
13-----BASE	45110	45972	46832	47693	48555
14----- BASE	45972	46832	47693	48555	49414

SALARY SCHEDULE**2012-2013**

YEARS	BA/BS	BA/BS +16	BA/BS +32	MA/MS	MA/MS +16
15----- BASE	46832	47693	48555	49414	50276
16----- BASE	47693	48555	49414	50276	51135
17----- BASE	48555	49414	50276	51135	51998
18----- BASE	49414	50276	51135	51998	52856
19----- BASE	50276	51135	51998	52856	53718
20----- BASE	51135	51998	52856	53718	54579
21----- BASE	51998	52856	53718	54579	55440
22----- BASE	52856	53718	54579	55440	56303
23----- BASE	500 EACH YR	54579	55440	56303	57159
24----- BASE	BEYOND	55440	56303	57159	58020
25----- BASE	STEP 22	500 EACH YR	57159	58020	58883
26----- BASE		BEYOND	58020	58883	59743
27----- BASE		STEP 24	500 EACH YR	59743	60602
28-----BASE			BEYOND	60602	61464
29----- BASE			STEP 26	61464	62322

**SALARY SCHEDULE
2012-2013**

YEARS	BA/BS	BA/BS +16	BA/BS +32	MA/MS	MA/MS +16
30----- BASE				62322	63184
31----- BASE				500 EACH YR	64043
				BEYOND	
				STEP 30	

Extra Curricular Stipdends

23%

Athletic Director
Football
Boys Basketball
Girls Basketball

12.5%

Band

10%

Asst Basketball
Asst Football
Asst Volleyball
Boys Track
Girls Track
Baseball
Softball
Yearbook

8.5%

Cheerleading

5.5%

Asst Track
Asst Baseball
Asst Softball
Math Team

4.5%

Drama/Musical

3.5%

FCCLA
Asst Drama/Musical
Science Fair

2%

Math Club
JETS
National Honor Society
Spanish
Sportsman
Art Club

20.5%

Volleyball

11%

Head Wrestling

9%

Asst Wrestling

6.5%

Scholastic Bowl
Golf
Boys/Girls Tennis
Cross Country

6%

FFA
FBLA
Student Council

4%

Asst Scholastic Bowl

2.5%

Class Sponsor