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3 Fisher Community Unit School District #1

4 School Years 2017-2018, 2018-2019, 2019-2020

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6 I. PREAMBLE

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

11 II. RECOGNITION

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

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

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

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

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

25 III. TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

7 3.5 Employee rights:

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

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

## 22 IV. NEGOTIATION PROCEDURES

23 4.1 Each party may select its own negotiators.

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

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

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

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

#### 4 V. MEDIATION

5 If, after a reasonable period of negotiations and within ninety (90) days of the scheduled  
6 start of the forth-coming school year, the parties engaged in collective bargaining have  
7 reached an impasse, either party may petition the other in writing that the parties  
8 engage the services of a mediator only if remaining portions or articles of the contract  
9 proposal are not being resolved or tentatively agreed to. However, mediation shall be  
10 initiated at any time when jointly requested by the parties. A request by one party for  
11 mediation shall be honored by the other party. At the time of mediation, neither party  
12 will retrogress from positions taken.

13 The parties agree to utilize the Federal Mediation and Conciliation Service.

14 Both parties will follow procedure related to impasse and public posting as set forth in  
15 the Illinois Education Labor Relations Act.

#### 16 VI. TEACHER ASSIGNMENT

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

28 6.2 Teachers shall not be required to teach outside the scope of their teaching  
29 licenses as stated in ISBE Regulations, except in emergency cases as identified by the  
30 superintendent.

31 6.3 As class size reaches 25 in K-3 and 28 in 4-12, supportive measure to provide  
32 assistance will be considered in collaboration between administration and affected

1 classroom teachers. Consideration will be given to the following: 1) academic needs of  
2 the students, 2) special needs of student, 3) school budget, and 4) collected data.

### 3 VII. EMPLOYMENT CONDITIONS

4 7.1 The work day for teachers shall be from 8:00 a.m. to 3:30 p.m. Teachers will  
5 remain past 3:30 for student, parent, or administrative meetings and for school related  
6 activities. Teachers will remain past 3:30 for school-related activities and emergencies,  
7 student/parent conferences, and not more than four (4) mandatory school  
8 administrative meetings (such as faculty meetings, Partners in Education, strategic  
9 planning meetings, superintendent's advisory committee, principal's advisory  
10 committee, sick leave bank committee, professional development committee, calendar  
11 committee, technology committee and public relations committee). Teachers will not be  
12 required to attend more than four committee meetings per month. In those unusual  
13 circumstances where the interest of the district necessitates, the administration may call  
14 a mandatory faculty meeting. This provision shall not be used in any regular, periodic,  
15 arbitrary or capricious manner. The district shall make an effort to convene  
16 committees or offer other opportunities to which professional development credits are  
17 attached.

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

22 7.2 The Board of Education will consider changes in the K-12 program to comply  
23 with state-mandated guidelines for school improvement.

24 7.3 High school and junior high school teachers will be assigned a minimum of one  
25 (1) planning period per day or its equivalent, in length, to one (1) class period.

26 7.4 Elementary teachers, special education teachers and other special area teachers  
27 (art, music, P.E., reading, e.g.) shall have adjusted schedules to achieve planning time  
28 comparable to that of the teachers described in 7. 3 above.

29 7.5 During assigned planning periods no other teaching or supervisory assignment  
30 shall be given a teacher during such period without prior permission of the teacher,  
31 except for superintendent- defined emergencies and for student organization meetings  
32 if scheduled during the school day. Teachers will be notified by 8:10am of a situation

1 that requires loss of assigned planning period(s); and the teachers will notify the  
2 building principal by 9:00am if unwilling to relinquish their planning period. Where  
3 necessary to cover a “superintendent-defined emergency”, and the principal is not able  
4 to cover, the superintendent will notify teacher(s) of the need to relinquish assigned  
5 planning period(s).

6 7.6 The principal may assign a teacher to substitute in another class during his/her  
7 preparation period at the reimbursed rate of \$20.00 per class period. When called  
8 upon to cover another class while teaching their own class they will be paid \$10.00 to  
9 cover the class. Study halls are exempt from this situation. Where an elementary  
10 teacher substitutes for a special area teacher the elementary teacher will be reimbursed  
11 at the rate of \$10.00 for a class of 20 minutes or less and \$20.00 for a class of more  
12 than 20 minutes. Such assignment can only be made with the consent of the teacher,  
13 except for superintendent defined emergencies.

14 7.7 As required by 105 ILCS 5/25-9 of the School Code, every teacher employed  
15 whose duties require attendance at the school for four (4) or more clock hours in any  
16 school day shall be allowed a duty-free lunch period equal to the regular FCUSD # 1  
17 school lunch period, but for not less than 30 minutes.

## 18 VIII. VACANCIES AND TEACHING ASSIGNMENTS

### 19 8.1 Vacancies.

20 The Superintendent shall notify the Association President of any district certified  
21 vacancies as they occur. Within five (5) working days qualified staff and personnel will  
22 have an opportunity to apply for any vacancies for which they qualify before the position  
23 is posted. If the vacancy is not filled internally the position may be posted externally,  
24 and internal candidates can formally apply for the position.

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

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

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

5 2) A teacher may apply for vacancies in writing. Receipt of said request will be  
6 acknowledged in writing to the applying teacher within seven (7) working days.

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

11 B. Search Procedure: If a district teacher applies for the vacant position within five (5)  
12 working days of the posting and the teacher applying is recommended by the Principal  
13 and the Superintendent and approved by the Board, the teacher applying shall be hired  
14 for the position. If more than one district teacher applies for a position then the decision  
15 as to which teacher, if any, is to be recommended and approved is the decision of the  
16 Administration and the Board.

17 The criteria to be used for determining whether a candidate qualifies for the  
18 vacancy include:

19 a. Greater Seniority: Seniority shall be a consideration where there is  
20 more than one applicant.

21 b Licensure and Qualification: Qualification, for purposes of this section  
22 only, is broader than the meaning of "legally qualified" as defined by State  
23 Regulations, and includes factors such as recent teaching experience and  
24 subject matter specialization as set forth in the vacancy notice.

25 c. Evaluation: the applicant must have received a rating of "proficient" or  
26 "excellent" on his/her most recent evaluation.

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

29 e. Assignment Appeal: A factor for consideration shall be dissatisfaction  
30 with a teaching assignment within the past three years as indicated by an  
31 appeal to the principal of a tentative teaching assignment as provided in  
32 8.2 that was not altered.

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

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

## 8 8.2 Teaching Assignments

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

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

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

## 28 IX. REDUCTION IN FORCE

29 9.1 When the Board decides it is necessary to reduce the number of teachers in the  
30 District because of decreasing enrollment, lack of funds, or other reasons, the  
31 Association shall be given an opportunity to discuss the number of teachers that will not  
32

1 to be reemployed, the particular positions to be eliminated, and alternatives to such a  
2 reduction in staff.

3 9.2 Any teacher laid off or dismissed in a reduction in force, may continue to receive  
4 full benefits, for which they are eligible under existing district insurance policies, other  
5 than salary at his/her expense until the beginning of the following school term following  
6 the term in which the teacher is laid off or dismissed.

7 9.3 All reductions in force will be based on in compliance with 105 ILCS 5/24-12  
8 Section 24-12 of the School Code of Illinois.

9  
10 X. TEACHER EVALUATION

11 10.1 The primary objective of teacher evaluation is to maintain and/or improve the  
12 quality of instruction. At the beginning of each school year teachers will be informed of  
13 the formal evaluation process, the probable evaluator and the evaluative instruments.  
14 No formal evaluation shall take place until such orientation has been completed.  
15 Teacher Evaluation will be conducted in accordance with the agreed upon District  
16 evaluation plan.

17 The provisions contained in this Article shall remain in full force and effect until they are  
18 bargained after PERA implementation for the District except that any provision in this  
19 contract that is in conflict with PERA or with an agreement reached by the PERA  
20 committee or as a result of interim bargaining on evaluation shall be null and void, and  
21 the conflicting PERA committee agreement or interim bargained agreement shall  
22 control and shall negate the contract language with which it is in conflict or with which it  
23 is inconsistent.

24 10.2 The evaluation plan shall be incorporated in the contract by reference.

25  
26 XI. SCHOOL CALENDAR

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

1  
2 XII. LEAVE

3 12.1 Sick Leave: Teachers shall have twelve (12) for the school term, with a limit of  
4 three hundred sixty (360) days accumulation for teachers on a nine-month (9) contract.  
5 One additional sick leave day will be provided to a sick leave bank by the Board at the  
6 beginning of the school year for each full-time equivalent teacher. These sick leave  
7 bank days are owned by the Board and are non-cumulative. A joint committee  
8 consisting of two (2) administrators, two (2) association members and one mutually  
9 agreed-upon fifth member shall be formed to develop guidelines and eligibility criteria  
10 for implementing this sick leave bank and to determine the composition of the  
11 committee that will implement the guidelines.

12 Teachers of more than nine (9) months service shall receive one-half day  
13 additional sick leave for each additional one-half month served. Sick leave  
14 interpretation is as specified in 105 ILCS 5/24-6 of the School Code. When a teacher  
15 has a disability, the Board may require the teacher to periodically furnish a physician's  
16 certificate as to the employee's continued disability, which provides the basis for the  
17 sick leave.

18 12.2 Personal Leave: Full-time teachers shall be granted three (3) days personal  
19 leave each year. Teachers shall notify the building principal via the staff absence form  
20 at least forty-eight (48) hours prior to the day the teacher is to be absent. In case of an  
21 emergency, which does not permit compliance with the forty-eight (48) hour rule,  
22 teachers must, when possible, receive permission from the Superintendent prior to  
23 using the day. When the nature of the emergency does not allow such a request the  
24 use of the personal day may be allowed where appropriate. Requests to use personal  
25 leave days on the day preceding or following a holiday shall be allowed up to five  
26 teachers per building. Requests to use personal leave days on the first and last day  
27 of the school year shall be considered on an individual basis by the Superintendent.  
28 Unused personal leave shall accumulate as sick leave and be added to sick leave  
29 available at the end of each academic year. Teachers have the right to accumulate up  
30 to 5 personal days for each school year covered by this contract. Teachers must notify  
31 the bookkeeper by April 1 of current year if they wish to accumulate for the next year. If

1 not notified, unused personal leave will rollover into sick leave at the end of the school  
2 term.

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

17 12.4 Professional Leave: Each teacher may request permission from the  
18 superintendent to attend at least one (1) in-state education conference relative to his-  
19 her teaching assignment per year which results in an overnight stay, 2 maybe  
20 requested if no overnight stay is required, without loss of pay or benefits and with full  
21 expenses to be paid by the Board. This limit is non-applicable if overnight stay is paid  
22 for by funds other than district funds. Teachers may attend out-of-state conferences  
23 with the permission of the Superintendent.

24 12.5 Leave of Absence: Upon request of a teacher, a leave of absence may be granted  
25 for a period not in excess of one academic term. All accumulated benefits and rights of  
26 employment enjoyed prior to the leave of absence shall be in effect upon return to the  
27 school as a teacher. Said leave, if desired, should be requested in writing to the  
28 superintendent at least ninety (90) days in advance of the desired leave subject to  
29 board approval. The written request for leave must provide the reason for taking leave,  
30 the date the leave is to commence, and, if known, the date of expected return if  
31 possible. The superintendent will honor all requests that are covered by the Family and  
32 Medical Leave Act of 1993 and will attempt to honor all other requests that do not

1 disrupt the continuity and quality of instruction provided. Leave of absence shall not  
2 exceed one academic year. A teacher on leave of absence may continue participating  
3 in the school district group insurance, to the extent eligible in their insurance policy, at  
4 his/her expense. When the insurance policy has changed the coverage available to  
5 employee(s) during the leave of absence the superintendent and representative(s) of  
6 the Association and the Board will meet with the insurance carrier to seek retention of  
7 original coverage. A teacher granted a leave of absence shall be reinstated, if possible,  
8 to the position held at the time said leave was requested. If the position has been  
9 eliminated the teacher shall be reinstated to an equivalent position if possible. Leaves  
10 of absence may be granted for advanced study leading to a degree at an approved  
11 university, military service, parental purposes and other reasons. The Board and  
12 Superintendent shall have the authority to waive exceptions to the 90-day notification  
13 clause for good cause shown.

14 12.6 Jury Duty: A teacher will be excused for jury duty or when subpoenaed as a  
15 witness in a court case. The teacher will receive the difference in pay between his/her  
16 daily salary and the daily pay received as a witness or as a juror.

17 12.7 Any employee of the Fisher School District who is a member of any reserve  
18 component of the United State Armed Services, including the Illinois National Guard,  
19 and who is mobilized to active duty as a result of an order of the President of the United  
20 States or the Governor of Illinois, and who is required to report for training exercises on  
21 days when he/she is required to work shall for each pay period receive the same  
22 regular compensation as an employee of the school district. This also includes all  
23 benefits afforded to the teacher per contract. The following procedures pertain to this  
24 policy:

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

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

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

1 12.8 Association Leave: When Association desires to attend IEA-sponsored business,  
2 workshops and conventions or to deal with Association matters within the District, it  
3 must reimburse the Board for the cost of the substitute teacher. The maximum number  
4 of days available for Association leave shall be four (4) per school year. Association  
5 officers or their designees will qualify for this leave.  
6

### 7 XIII. PROFESSIONAL SELF-DEVELOPMENT

8 13.1 Professional self-development day: Each teacher is encouraged to propose a  
9 one-day per semester professional self-development project that is intended to benefit  
10 students and can be completed in the district. The projects can emphasize instructional  
11 improvement or curricular restructuring. The district will provide teacher release time  
12 and twenty-five dollars (\$25.00) per day per teacher. Each proposal requires the  
13 collaboration of at least two (2) teachers, except for special education and other  
14 specialized teachers, who may choose to utilize the day individually. Upon the  
15 completion of the project, a brief report will be filed with the Board of Education. A  
16 committee appointed by the Board of Education comprised of teachers, board members  
17 and administrators shall develop the guidelines for these professional self-development  
18 projects. Work on student learner objectives will not qualify for professional self-  
19 development projects.

20 13.2 Professional self-development during non-paid school time. Each teacher will be  
21 encouraged to attend up to five days of professional self-development activities during  
22 non-paid school time on topic(s) of significance to the district. A committee comprised  
23 of teachers and administrator(s) shall advise the superintendent on professional self-  
24 development topics, programs and possible speakers and recommend optimal times for  
25 this professional self-development to take place. Every teacher will be reimbursed \$80  
26 per day for participating in summer professional self-development days. Teacher  
27 reimbursement for other "non-paid school time" professional development will be  
28 prorated to \$80 per day.  
29

### 30 XIV. EXTRA DUTY

1 14.1 Definition: "Extra duties" are those non-teaching duties and assignments that  
2 require teachers to work in any area and at any time in addition to his/her assigned  
3 teaching duties.

4 14.2 A teacher may resign from an extra-curricular assignment. Total resignations per  
5 contract year within the district shall not exceed two instances per teaching staff, not  
6 including health or family situations that warrant additional resignations. Letters of  
7 resignation shall be accepted between March 1<sup>st</sup> and July 1<sup>st</sup> of any given year.

8 14.3 Extra duties shall be compensated in accordance with Appendix B which is  
9 attached and made a part of this Agreement. If any extra duty assignments are added,  
10 the amount of compensation shall be subject to negotiation.

11 14.4 Reimbursement for an extra duty assignment is conditional upon sufficient  
12 student involvement in the activity. The Board of Education, upon the advice of the  
13 Superintendent, after consulting with the principal, shall determine if there is sufficient  
14 student involvement in any particular activity.

## 15 16 XV. MATERIALS, EQUIPMENT AND STAFF FACILITIES

17 15.1 Each teacher shall be granted a budget from which to purchase teaching  
18 supplies and equipment.

19 15.2 The Board agrees to make available for each building well maintained office  
20 equipment and computers and adequate work space in each building to aid teachers in  
21 the performance of their assigned duties.

22 15.3 A room will be organized in each building to be used as a teachers' room. This  
23 room shall be comfortably furnished and cleaned.

## 24 25 XVI. PROFESSIONAL GRIEVANCE PROCEDURE

26 16.1 A claim by the Association or any teacher that there has been a violation,  
27 misrepresentation or misapplication of the terms of this Agreement shall be defined as  
28 a grievance.

29 16.2 All time limits consist of school days. Except when a grievance is submitted  
30 fewer than ten (10) days before the close of current school term, then time limits shall  
31 consist of all week days, except district recognized holidays. All grievances must be  
32 filed within 20 days of occurrence.

1 16.3 Procedure: The parties acknowledge that it is usually most desirable for a  
2 teacher and the principal to resolve problems through free and informal  
3 communications. If this process fails to resolve the problem a grievance shall be  
4 processed as follows:

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

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

19 STEP THREE: If the Association is not satisfied with the disposition of the grievance at  
20 Step Two, the Association may submit the grievance to final and binding arbitration  
21 through the American Arbitration Association, which shall act as the administrator of the  
22 proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for  
23 the Step Two answer, then the grievance shall be deemed withdrawn. Neither the  
24 Board nor the Association shall be permitted to assert any grounds or evidence before  
25 the arbitrator which was not previously disclosed to the other party. The Arbitrator shall  
26 have no power to alter the terms of this Agreement.

27 16.4 Bypass: If the grievant and the Superintendent agree, Step One and/or Step Two  
28 of the grievance procedure may be bypassed and the grievance brought directly to the  
29 next step.

30 16.5 The Board, the administration and the Association shall cooperate in the  
31 investigation of any grievance, and further, they shall furnish information requested for  
32 the processing of any grievance.

1 16.6 All parties involved in a grievance shall be treated professionally.

2 16.7 Grievance documents shall not be filed in the personnel folders maintained by  
3 the district Superintendent's office.

4 16.8 Should the processing of any grievance which progresses beyond Step Two  
5 require that a grievant, and/or grievance representative, and/or Association  
6 representatives meet, the aforementioned parties shall mutually agree to the time and  
7 place of such a meeting.

8 16.9 A grievance may be withdrawn at any level without establishing precedent.

9 16.10 If no written decision has been rendered within the time limits indicated by a  
10 Step, then the grievance may be processed to the next step.

11 16.11 The cost of arbitration shall be shared equally by the Association and the Board.

12 16.12 Arbitration requests shall be made to the Federal Mediation and Conciliation  
13 Service (FMCS) or the American Arbitration Association (AAA).

## 14 15 XVII. PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

16 17.1 For the 2017-2018 year, the board will pay \$600 per month for insurance  
17 benefits. For the 2018-2019 year, the board will pay \$605 per month. For the 2019-  
18 2020 year, the board will pay \$610. Dependent coverage, if elected, shall be deducted  
19 bi-monthly from the teacher's pay. The board's contribution to the insurance premium  
20 will not, in any year, exceed the value of a single premium (i.e., if premium in year 2 is  
21 less than \$605 per month, the board will pay a dollar amount equal to the premium, but  
22 not \$605).

23 17.2 Teachers shall be paid according to their appropriate placement on the salary  
24 schedule as listed in Appendix A. From adopted Teacher Salary Schedule, the Board  
25 of Education shall pick up and pay for each teacher the sum equal to nine and four  
26 tenths percent (9.4%) (factor 1.103753% specified in the TRS manual) of the amount  
27 due from such teacher to the State of Illinois Teachers' Retirement System to be  
28 applied to the ITRS retirement account of each teacher. The Board of Education will  
29 also pay 1.07% from the adopted teacher salary schedule on behalf of the teachers to  
30 cover Teachers' Health Insurance Security.

31 17.3 Payroll checks shall be issued on the 15th and 30th day of each month. If the  
32 15th or 30th fall on a weekend, or during in-session vacation time, the payday shall be

1 the closest working day prior to the 15th or 30th. During the summer months checks  
2 shall be mailed on the regular pay dates to the designated address of the teacher.

3 17.4 Continuing education of teachers is essential to maintaining currency with course  
4 content and teaching methods and the general vitality of the educational program. In  
5 order to facilitate this continuing education the District will support teacher enrollment in  
6 workshops and/or courses approved by the superintendent which award graduate  
7 credit. (Undergraduate credit will be reimbursed only upon the request or approval of  
8 the Board for a teacher to earn a different certification.) The district will reimburse the  
9 teacher up to \$250 of the cost of each 3 or 4 semester hour course, which is taken by  
10 the teacher, up to a maximum of 8 semester hours per year. Prior to registration in the  
11 course the content of the course must be approved by the Superintendent or his  
12 designee pursuant to policy developed by the Board. Reimbursement will be made  
13 upon certification by the granting institution that the course has been completed (with a  
14 grade of C or better). The district will also pay a reasonable rate for up to 2 authorized,  
15 approved workshops for teachers to attend. Teachers are entitled to district paid leave  
16 for up to 1 workshop if any overnight stay is involved. If there is no overnight stay then  
17 2 occurrences may be used. This limit is non-applicable if overnight stay is paid for by  
18 funds other than district funds. The professional development activities may consist of  
19 college or university course work, which earns academic credit, approved in-service  
20 activities, approved special project(s) for the district, professional seminars and  
21 workshops, or a combination of these. Administrative guidelines developed in 1993 by  
22 a Board appointed committee, in consultation with the FEA, identify appropriate  
23 professional development activities and administrative procedures.

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

28 17.5 In 1999-2000 and subsequent years teachers shall receive full credit for the first  
29 five years and half a year's credit for subsequent years for all public school teaching  
30 and that private school teaching done in a nationally accredited private school  
31 performed while certificated.

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

10 Approved self-development activities performed through 13.2 can be credited for  
11 movement on the salary schedule from the BA to BA + 16, the MA to MA +16 and MA +  
12 16 to MA + 32 lanes. The following conditions will apply to the crediting of these  
13 professional self-development activities conducted during non-paid school time.

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

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

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

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

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

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

30 17.7 Salary for any teacher employed more than nine (9) months shall be determined  
31 proportionately to the salary of that individual.

1 17.8 Payroll deductions for Association dues shall be divided equally beginning with  
2 the first pay in October and ending with the last pay in May. Teachers employed after  
3 October shall have their dues deductions divided equally over the remaining pay  
4 periods. Payroll deduction forms will be supplied by the Association and all such  
5 authorization forms will be turned in to the superintendent's office.

6 17.9 Payroll deductions for the Champaign County School Employees' Credit Union,  
7 individual savings accounts, and tax-sheltered annuities with any desired company shall  
8 be made upon written request of the teacher. These requests may be made at any  
9 time.

10 17.10 Teachers who are required to use their own transportation in the performance of  
11 their regular teaching duties shall be reimbursed for all such travel at the prevailing IRS  
12 rate.

13  
14 17.11 Retirement Incentive

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

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

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

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

1 "TRS creditable earnings," wherever that phrase is used in the entirety of this provision  
2 (Retirement Incentive Award Payment), shall mean total TRS creditable earnings  
3 including pension payment.  
4

5 This agreement presumes the teacher will fully perform all his or her duties during the  
6 term of this agreement. Any reduction in teaching performance (dock days or leave of  
7 absence without pay, for example) during the term of this agreement shall result in a  
8 corresponding reduction in salary and benefit amount.  
9

10 In exchange for the teacher's binding, irrevocable resignation on a date certain in the  
11 future, the District agrees to remove the teacher from the salary schedule and for each  
12 year of eligibility, the teacher's TRS creditable earnings will be increased by six percent  
13 (6%) over the teacher's TRS creditable earnings for the prior year of employment  
14 except as otherwise provided herein.  
15

16 Examples:

17 A teacher applies for the award one year before retirement. The teacher's TRS  
18 creditable earnings for the 2006-2007 were \$40,000. The teacher's final year TRS  
19 creditable earnings (2007-2008) will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ).  
20

21 A teacher applies for the award three years before retirement. The teacher's TRS  
22 creditable earnings for the 2006-2007 school year were \$40,000. The teacher's first  
23 year TRS creditable earning will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's  
24 second year TRS creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The  
25 teacher's third year TRS creditable earnings will be \$47,640 ( $\$44,944 \times 1.06 =$   
26  $\$47,640$ ).  
27

28 If a teacher has an extra duty obligation at the commencement of the retirement  
29 incentive program and ceases to perform those services during the retirement incentive  
30 program period, the calculation of the teacher's six percent (6%) increase shall be  
31 reduced by the amount of the extra duty compensation.  
32

1 Example:

2 A teacher applies for the award three years before retirement. The teacher's creditable  
3 earnings for the 2006-2007 school year were \$40,000. The teacher's first year  
4 creditable earnings will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's second  
5 year creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The teacher  
6 ceases to perform an extra duty assignment in his or her final year of employment for  
7 which he or she would have been paid \$2,000 (TRS creditable earnings). The  
8 teacher's third year creditable earnings will be \$45,640 ( $\$44,944 \times 1.06 = \$47,640 -$   
9  $\$2,000 = \$45,640$ ).

10  
11 Once an irrevocable letter of retirement is submitted, the employee will not be assigned,  
12 nor may an employee apply for or assume any additional duty (extra duty or additional  
13 work hours, days, weeks or months) that would increase the employee's TRS gross  
14 income above the six percent (6%) provided for herein.

15  
16 If a teacher fails to complete the pre-retirement period, leaves the District prior to the  
17 designated retirement date or otherwise retires under the statutory Early Retirement  
18 Option causing the District to have to pay a penalty or other monies not contemplated  
19 herein to TRS, the District shall be entitled to damages for breach of contract against  
20 the teacher in an amount equal to the retirement award payment received by the  
21 teacher, including tax and retirement withholdings. Upon complete reimbursement of  
22 such amount to the District, the teacher shall be entitled to any general wage increase  
23 that would have been applicable during the pre-retirement period.

24  
25 In no event will a teacher subject to this provision receive an increase in any year  
26 covered by this provision of TRS creditable earnings in excess of six percent (6%) of  
27 the prior year's TRS creditable earnings.

28  
29 Status quo in the event of a change in the law or a rules change or interpretation by  
30 TRS subsequent to the incorporation of this provision into any contract shall be  
31 compliance with this provision (to the extent possible without penalty or additional cost  
32 to the District) but under no circumstances shall status quo be interpreted to require the

1 District to incur any assessment or penalty not contemplated by the parties at the time  
2 this provision was bargained. No penalty of any kind except as expressly and explicitly  
3 provided for herein was contemplated by the parties at the time this provision was  
4 bargained. If and when bargaining begins pursuant to a demand to bargain (resulting  
5 from a change in the law, rules change or interpretation by TRS) and if and when no  
6 agreement can be reached on the issue, the employer shall not be required to distribute  
7 any monies in a fashion that would result in any increased cost to the District due to a  
8 TRS assessment or penalty resulting from the change in the law or a rules change or  
9 interpretation by TRS or legislative change beyond the negotiated contribution amount  
10 paid on behalf of the employee ( 9.4% of creditable earnings up to 106% of the  
11 previous years TRS gross; all as permitted without penalty) including any incentive  
12 amount that would not result in additional assessment or penalty.

13  
14 This provision is tentatively agreed to and ratified with the understanding that it will be  
15 submitted to TRS for review to obtain reasonable assurance from TRS that the District  
16 will incur no penalties or additional assessments resulting from it, and that it is not  
17 otherwise problematic to TRS. If TRS should have objections or advises that the  
18 District will incur penalties by reason of this paragraph, then before this provision  
19 becomes effective it shall be revised through the negotiation process as necessary  
20 based upon findings from TRS and resubmitted and revised until reasonable assurance  
21 from TRS is obtained.

22  
23 In the event a teacher has a significant life changing event during the pre-retirement  
24 period, the teacher may, through the Association request that the employer alter the  
25 terms of the retirement incentive or may extend the date of retirement in order to better  
26 meet the teacher's needs.

27  
28  
29 **A. Early Retirement Option**

30 Teachers requesting Early Retirement Option (ERO) may apply to the FEA. The FEA  
31 will determine to submit the proposal to the Board of Education for case by case  
32 consideration to grant or deny the request.

1  
2 **B. No Payment to TRS by Board**

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

21  
22 **17.12 TEACHER SUSPENSION**

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

28 The decision to suspend is grievable under Article 16.

29  
30 **17.13 Summer School**

31 Summer school rate of reimbursement shall be \$23 per hour.  
32

1 XVIII. MANagements RIGHTS

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

7  
8 XIX. MAINTENANCE OF STANDARDS

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

15  
16 XX. DURATION AND RELATED TERMS

17 20.1 Teachers will not engage in any strike for the duration of this Agreement.

18 20.2 Effect of Agreement: This Agreement shall not be modified in whole or in part by  
19 the parties except by an Amendment in writing duly executed by both parties. Should  
20 any Article, Section or Clause of this Agreement be declared illegal or modified by State  
21 or Federal statutory change, said Article, Section or Clause, as the case may be, shall  
22 be automatically subject to negotiations pursuant to Article IV of this Agreement.  
23 Negotiations shall continue for thirty (30) days. If agreement is not reached the issue  
24 shall be submitted to arbitration through the American Arbitration Association. The  
25 remaining Articles, Sections and Clauses shall remain in full force and effect for the  
26 duration of this Agreement.

27 20.3 This Agreement shall be effective as of August 1, 2017, and shall continue in  
28 effect until August 1, 2020, for salary negotiations and for language negotiations.

29 20.4 A committee comprised of Administration and at least 3 FEA appointed faculty  
30 members will at least annually review the current evaluation plan and recommend  
31 indicated changes to the contract to reflect the revised evaluation plan.

1 Adopted this 18th day of, December, 2017,

2  
3 For the Board of Education

For the Association:

4  
5 \_\_\_\_\_  
6 President Board of Education

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

7  
8 \_\_\_\_\_  
9 Secretary, Board of Education

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Secretary, Association

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Agreement

Between

The Board of Education

FISHER COMMUNITY UNIT SCHOOL DISTRICT NO. 1

AND

FISHER EDUCATION ASSOCIATION

2017-2018, 2018-2019, 2019-2020