



CONTRACTUAL AGREEMENT

between the

**FAIRMONT COUNCIL
AMERICAN FEDERATION OF TEACHERS LOCAL 604, AFL-CIO**

and the

**BOARD OF EDUCATION
FAIRMONT SCHOOL DISTRICT #89**

2019-2022

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ARTICLE I - INTRODUCTION

A. AGREEMENT

1. This Agreement is entered into by and between the Board of Education of Fairmont School District #89, Lockport, Illinois, hereinafter referred to as the "Board" and the Fairmont Council of American Federation of Teachers - Local 604, AFL-CIO, hereinafter referred to as the "Union" which is hereby recognized as the sole and exclusive collective bargaining agent for the certified personnel of District 89 for wages, hours and the terms and conditions of employment.
2. This Agreement includes all certified personnel, full or part-time, hereinafter referred to as the "teachers". The term "bargaining unit" shall be synonymous with the word "teachers". To be excluded from this agreement are the superintendent, assistant superintendents, principals, assistant principals, deans, other administrative/supervisory positions and all non-certified personnel.

B. SCOPE

1. It is the intention of this Agreement to provide an effective and continuing means of communication between the teachers, represented by the Union, the Board, and the administration.
2. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein.
3. This Agreement and its provisions shall terminate and supersede any and all prior agreements and practices, rules or regulations and Board policy that are inconsistent with the express provisions of this Agreement and policies existing in the district.
4. The Board and Union agree to comply with the express provisions of this Agreement.

C. MEETINGS

The Superintendent or designee and the Executive Leadership of the Union shall meet monthly during the months of September through May at times which are mutually agreeable.

ARTICLE II - LEAVE OF ABSENCE PROVISIONS

A. SICK LEAVE

The granting of sick leave shall be subject to the following:

1. The teacher shall notify the building principal or his/her designated representative not later than 6:30 a.m. on the day of absence. If the teacher is unable, his/her designee shall perform the notification.
2. Each teacher shall be allowed each school year fifteen (15) days leave without loss of pay for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. "Immediate family," for purposes of this section only (Sick Leave), shall include parents, step-parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
3. All unused sick days shall have unlimited accumulation. In the event a full-time teacher has sufficient accumulated sick leave such that it exceeds the number of days that he/she may use towards TRS retirement, in accordance with the regulations of the appropriate provisions of the Illinois Retirement Act, the teacher shall be compensated for the extra unused sick days at the rate of twenty-five dollars (\$25) per day for each day over 340-day accumulation up to maximum of fifty (50) days.

Example:

Teacher has 410 accumulated sick days

- 340

70 days' excess accumulation above 340 days

70 days exceeds maximum allowable for reimbursement; maximum 50 days

Reimbursement: \$25/day x 50 days = \$1,250

Reimbursement shall be paid subsequent to the teacher receiving their last paycheck and after July 1 (after all creditable earnings are reported to TRS) but in no case later than September 1 following the year of retirement. To be eligible for reimbursement the teacher shall have completed twenty (20) years of consecutive service with the district. However, approved unpaid leaves (e.g. child care, medical, etc.) shall not be considered a break in consecutive service.

4. A doctor's or practitioner's certificate may be required by the superintendent for any sick leave which exceeds three (3) consecutive school days.
5. Excessive or improper use of sick leave may result in the teacher being required to obtain a doctor's or practitioner's certificate.
6. A teacher shall use bereavement leave in the case of funerals for the immediate family as defined in Article II. C. BEREAVEMENT LEAVE.
7. A teacher who exceeds his/her sick leave shall be docked 1/180th of the yearly salary per day absent.

8. Sick leave may be taken in increments of no less than one-half (1/2) day.
9. The Board will consider extended illness cases to determine the extent of relief to be given after all leave has been used and provisions of the Illinois Teachers' Retirement benefits applied.
10. The Board may require a doctor's certificate for the use of sick leave for teacher institute days.
11. An employee who utilizes four (4) or fewer combined sick and personal leave days during the course of a school year (July 1-June 30) shall be paid a five-hundred dollar (\$500) bonus to be paid on the fourth (4th) paycheck of the following school year, or for retiring teachers subsequent to the teacher receiving their last paycheck and after July 1 (after all creditable earnings are reported to TRS) but in no case later than September 1 following the year of retirement.

If the bargaining unit as a whole utilizes fewer than one-hundred-thirty (130) sick and personal leave days in the aggregate during a school year, the returning teachers will receive a three-hundred dollar (\$300) bonus to be paid on the on the fourth (4th) paycheck of the following school year.

B. SICK LEAVE BANK

The Sick Leave Bank is a voluntary bank of members' sick leave days administered by the Union's Sick Leave Bank Committee, which may be used for serious illness only by participating members. The Board and Union agree that the Board shall, pursuant to the direction of the Union's Sick Leave Bank Committee, accept donations of members' sick leave days to the Sick Leave Bank (thereby reducing their individual accumulated sick leave by the number of days donated) shall hold these days, and further, pursuant to the direction of the Union's Sick Leave Bank Committee, and to the availability of days in the Sick Leave Bank, distribute days from the Sick Leave Bank.

The parties agree that as of the start of the 2019-2020 school year, the sick leave bank has a balance of twenty-six (26) days.

Decisions regarding the Sick Leave Bank shall be made by a Sick Leave Bank Committee, which shall be composed of four (4) full-time teachers chosen by the Union. The Sick Leave Bank Committee shall be responsible for determining whether a situation meets the intent of the Sick Leave Bank.

The Sick Leave Bank Committee shall provide a copy of the rules regarding the Sick Leave Bank to the District Business Office.

The Sick Leave Bank Committee shall also provide a report to the District Business Office, which indicates participating teachers' deposits into, and withdrawals from, the Sick Leave

Bank.

This Section and all decisions made by the Sick Leave Bank Committee are not subject to grievance arbitration.

C. BEREAVEMENT LEAVE

In the event of the death of a parent, spouse or child, such teacher shall be entitled to a maximum of five (5) days of bereavement leave provided school is in session, and shall be without charge to personal or sick leave and without loss of pay. For the death of other members of a teacher's immediate family, the teacher shall be entitled to a maximum of three (3) days of bereavement leave. For purposes of this section only (Bereavement Leave), "immediate family" shall include aunts, uncles, and cousins in addition to the family members listed under the definition of "immediate family" in Article II A. 2. Any additional days used for bereavement purposes shall be charged to personal days and/or sick days, provided the teacher has personal and/or sick days available. Personal days in such case shall not be subject to the limitations and exclusions under Article II D except for the following: the teacher shall be required to notify the district of their intention to use personal days for bereavement prior to their use. Bereavement days, personal days and approved sick days used for the purpose of bereavement shall be without loss of pay.

D. PERSONAL LEAVE

1. Each teacher shall be allowed a maximum of three (3) days paid leave per school year for personal, religious observation, or business reasons, which cannot ordinarily be attended to except while school is in session. Unused personal leave shall be rolled over to unused sick leave accumulation. No reason is required for the normal use of personal leave.
2. The granting of personal leaves under paragraph one is subject to the following limitations and exclusions:
 - a. A teacher requesting a personal leave shall submit his/her written request on a district provided form to the principal at least three (3) calendar days prior to the date of the requested leave.
 - b. No more than two (2) teachers shall be granted personal leaves on any one school day. If more than two (2) teachers request personal leave for any one school day, the two (2) teachers who submitted requests for personal leave first shall be granted personal leave on that school day.
 - c. Such personal leave days may not be requested nor allowed during the first two teacher employment days or the last two teacher employment days of any school year, nor the day preceding or following any holiday period.

For the purpose of this paragraph, the term "holiday period" shall mean all of the following:

- a. A legal or school holiday occurring on either a Tuesday, Wednesday, or Thursday of a week while school is in session;
 - b. A weekend plus a legal or school holiday occurring on either the Friday before or the Monday thereafter;
 - c. The entire period of time designated by the Board for Winter and Spring recess (which shall include any weekend or legal holiday immediately before or thereafter).
3. The Superintendent may waive any or all of the limitations listed in #2 provided that the teacher states the reason for his/her request for personal leave. The teacher may not grieve the denial of his/her request if any of these same limitations listed in #2 are not adhered to.

E. CIVIC DUTY LEAVE

1. Any teacher shall be paid his/her salary for the period of any absences for which he/she is required to serve on jury duty less the amount received for the jury duty.
2. A teacher will be allowed time off from his/her school day for civic duty. The teacher will notify the Superintendent or his/her designee prior to any civic duty absence.
3. Civic duty shall be defined as jury duty, school connected court appearances, or school connected public duties or obligation.
4. Civic duty leave shall not be counted as a personal leave day or a sick leave day.

F. SABBATICAL LEAVE

1. Sabbatical leave may be granted by the Board of Education. If granted, the provisions of the *School Code* (24-6.1) shall be adhered to.
2. Written applications for sabbatical leave shall be submitted to the superintendent by April 1 for the following semester and shall set forth the purpose of the leave and the plans and programs to be pursued, all of which shall be in accordance with the applicable provisions of the *School Code*.
3. The superintendent shall consider all applications in order received and shall submit his/her recommendations to the Board at the first regular Board meeting in April. For the purpose of the leave, seniority, and department representation shall be considered in granting such leaves.
4. Teachers who have never had a leave will have priority over teachers who have already had such a leave.

G. LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay for educational purposes or physical incapacity may be granted by the Board upon the recommendation of the superintendent for not more than two (2) semesters. A written request for an educational leave must be made prior to April 1 for the following school year. A written request will be made as early as possible for physical incapacitation. The teacher may keep his/her insurance in effect by making his/her contribution to the District. A teacher granted leave under this provision shall not accrue seniority nor advance on the salary schedule while on such leave. Upon the termination of the leave of absence, the teacher shall be re-employed by District #89 through the contractual hiring procedure if a vacancy exists for which he or she is best qualified.

The specific provisions of the leave shall be stated in writing at the time the leave is granted. The provisions shall be agreed to by the Board and the Union.

H. PARENTAL LEAVE OR CHILD ADOPTION LEAVE

Upon written request submitted to the superintendent by the teacher involved, the Board shall grant parental leave under the following conditions:

1. The teacher involved shall submit with the request for leave a written statement by a physician indicating that parental leave is advisable and necessary. The physician's statement shall contain the date that the leave should commence as well as any other unusual conditions that are pertinent to the granting of the leave. The Superintendent shall have final approval of the beginning and end date of the leave.
2. Parental leave shall be for a period up to one full semester and any fraction of another semester. This fractional part of the semester must occur at the beginning of said leave. If additional parental leave is necessary, the teacher shall present, in writing, a request for such extension.
3. A teacher shall be allowed to continue teaching as long as the teacher is medically able and certified to perform their duties. The teacher shall provide written notification that they are no longer capable of performing their duties.
4. Sick leave is applicable to absence due to illness occurring during the time the teacher is actively employed prior to the commencement of the parental leave.
5. The Board shall continue the teacher's health and hospital coverage for a period of twelve (12) weeks after a birth of a child. In case of a miscarriage the coverage shall continue for two (2) months from said miscarriage. Beyond those times, health and hospitalization and dental insurance may be kept in effect by the teacher by making premium payments to the district during the leave period.
6. Advancement on the salary schedule will be allowed according to the following:

- a. One full year of seniority and salary schedule advancement will be allowed if the teacher works 120 days in that school year.
7. Notification by the teacher of her intent to return from parental leave must follow this timetable:
 - a. If the teacher intends to return for the beginning of the second semester of a school year, written notification shall be made by the teacher to the superintendent by December 1 of the same year (school year).
 - b. If the teacher intends to return for the beginning of the first semester of a school year, written notification shall be made by the teacher to the superintendent by June 1 of the same calendar year.
 - c. A teacher desiring to return at any other time, for any reason, may do so through a mutually agreeable arrangement between the teacher and the Board.
 8. A teacher being granted parental leave shall be entitled to a teaching position for which she is qualified and certified upon her return from said leave.
 9. A teacher on parental leave will continue to accrue tenure status if he/she meets the requirements specified in the *School Code*.
 10. All references to parental leave shall apply to child adoption leave.

The superintendent will do everything within his/her power to provide the returning teacher with the assignment held previous to her leave.

ARTICLE III - TEACHERS' AND PROFESSIONAL MEETINGS

A. TEACHERS' MEETINGS

1. Inasmuch as the Union schedules its meetings for the Wednesday following the formal monthly Board meeting, the administration agrees not to call any teachers' meetings on those days.
2. Any deviation from meeting schedule herein presented may be made by mutual agreement.
3. Whenever possible, important information will be disseminated by use of bulletins in lieu of calling meetings.
4. There shall be no more than two (2) general employees' meetings per month at the building or district level under the direction of the superintendent, building

administrator or their representatives.

Said meeting(s) shall be mandatory for all employees and shall not extend more than (1) hour past the employee's normal workday. However, if agreeable to the majority of the employees involved, said meeting may be held one (1) hour or less before the beginning of the employee's normal workday. An employee may be excused from said meeting only by the person in charge of the meeting.

5. If more than two (2) mandatory meetings of employees are held per month (including, but not limited to, any combination of the following: general building, district level, curriculum, training, educational process and/or procedures, etc.) beyond the normal workday, the employees shall be compensated at the rate of \$40.00 per hour and prorated accordingly for said meeting attendance. However, a general building or district level meeting or other meeting of employees for curriculum, training, educational process and/or procedures, etc. held during or part of the employee's normal work day shall be mandatory and without the above compensation. In addition, teachers will attend five (5) professional development sessions annually. These sessions will be scheduled for Wednesday afternoons, if possible, and shall be ninety (90) minutes in length. The first 60 minutes shall be part of the regular work day with students released. The final thirty (30) minutes shall be after the regular work day. Teachers will be paid at the rate of \$40.00 per hour for the final thirty (30) minute period.
6. In the event of an emergency the administration may schedule an additional general employees' meeting during a month at which attendance shall be mandatory. Before scheduling the meeting, the administration shall make a reasonable effort to inform the union president or his/her designee.
7. The building administrator is urged to schedule meetings when dictated by sound educational principles, and all employees in said grade level shall attend said meetings. Teachers shall be notified at least 3 days in advance of all mandatory meetings except in the case of an emergency which requires immediate attention. In the event that more than two (2) meetings per month are necessary it shall conform to the language in Article III A.5. When routine information and communication can be handled by individual contact or by written communication it shall be disseminated in that manner.
8. Any deviation from the meeting schedule herein presented may be made by mutual agreement.
9. No meetings shall be scheduled for the weeks of parent-teacher conferences.

B. PROFESSIONAL MEETINGS

1. Every teacher, without deduction in pay or reduction in other leave days, shall be allowed to attend at least one (1) professional meeting each school year with

administrative approval. In addition, a teacher may be required to attend one (1) professional meetings each school year. Teachers in grade levels, content areas or programs with specific professional development, curricula, instructional and assessment requirements shall comply with those requirements. Those teachers required to attend such meetings pursuant to specific grants, shall be paid in accordance with the grant requirements or shall otherwise be reimbursed by the District for expenses actually incurred. (Mileage to be reimbursed by the IRS rate then in effect with mileage calculated pursuant to MapQuest). Further, if the program or event occurs on the weekend, attendance shall be voluntary. Attendance at any such meetings not held during a school day will be paid at the rate of \$40.00 per hour.

Every teacher in their first and second years of teaching experience at Fairmont School District No. 89 is required to participate in the District's New Teacher Induction and Mentoring Program. Reimbursement as to said participation shall be as per Article III A.

2. Permission to attend professional meetings shall be requested in writing, through the building principal, and superintendent.
3. The superintendent/principal/assistant principal shall consider all requests and have the authority to grant said requests. The teacher shall be sent immediate written notification of said decision. In said notification, the reasons for approval or rejection shall be specified.

ARTICLE IV - ASSIGNMENT AND TRANSFER PROCEDURES

A. REGULAR ASSIGNMENT

1. Teachers are employed to serve the needs of the District in those areas in which they are licensed by the Illinois State Board of Education.
2. Barring any unforeseen circumstance, each teacher shall be notified on or prior to the last day school is in session of tentative teaching assignment for the following school year. Changes in assignment(s) subsequent to the above date shall be made only when necessary to implement the educational progress, and any teacher so affected shall be given prompt, written notification of change.

B. REQUEST OF REASSIGNMENT/TRANSFER

1. A teacher requesting a reassignment/transfer in order to fill an existing vacancy shall make his/her request known in writing or via email each year to the principal and to the office of the superintendent. Such written requests should include the position desired, qualification, reasons, and any other information the teacher deems pertinent. These requests may be submitted at any time a vacancy occurs.

2. A transfer/reassignment may relate to a different organizational level of the school system, subject matter field, or to a special field.
3. When filling vacant positions, it is acknowledged that the Board has the responsibility, upon recommendation of the principals and superintendent, to evaluate qualifications and to make final judgments. Criteria for evaluation shall include without limitation certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service with the school district must not be considered as a factor, unless all other factors are determined by the school district to be equal.
4. The office of the superintendent shall post a listing of administrative and teaching vacancies that exist in the District as they occur on the District website. Positions will be held open for at least ten (10) school days during the regular school term. Positions will be held open for at least three (3) calendar days during the summer. During the month of August, positions may be filled immediately after posting.
5. If a vacancy occurs after the close of school in June and before re-opening in the Fall, notification of the vacancy will be sent immediately to the Union president. Notification will also be sent by email to each teacher who has made a specific, written or email request to the Superintendent for notification of specific vacancies.

ARTICLE V - WORKING CONDITIONS

A. TEXTBOOK SELECTION

1. Any textbook adoptions, such as new, supplementary, abridged, special editions, or revised editions, to be recommended to the Board, will be reviewed with appropriate staff, including the Building Principal, for input, prior to the Superintendent's recommendation for approval.

No textbook or other supplementary materials to the textbooks mentioned above may be purchased until adopted by the Board as prescribed by state law. In view of this fact, the building principal must submit their materials to be adopted along with the written recommendation to the superintendent.

It is understood that the Administration may add or delete any textbook or supplementary material upon Board approval.

2. Each Classroom Teacher may purchase up to \$100.00 of classroom supplies, excluding food and beverages, each year at stores designated by the District, under accounts established by the District for tax exempt purchases. All such purchases shall be completed by March 15th and will be reimbursed by April 15th.

B. ACADEMIC FREEDOM

Teachers shall have the right to employ materials in the classroom and to conduct learning activities according to their professional judgment recognizing their responsibility to intellectual integrity and to align instruction to the Illinois Learning Standards, current best practices research, student assessment data and subject to the procedure for reconsideration of a school practice.

It is the intent of the Board to assure that teachers enjoy academic freedom in the District. Academic freedom shall mean the freedom for teachers to present instructional materials that are pertinent to the subject and level taught and within the planned instructional program as determined by ethical teacher and administrative procedures.

Academic freedom shall also mean that teachers shall be entitled to freedom of discussion with a classroom on all matters under study that are relevant to the subject; assuming that this discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable and be subject to objective standards of good taste. Teachers should encourage divergent thinking and refute indoctrination.

C. RECONSIDERATION OF A PRACTICE

Any person requesting reconsideration of the use of instructional materials, methods of instruction, basis of student assignments or other procedures or practices of a teacher in performance of his duties, curricular or co-curricular, shall follow each step given below.

1. Contact the building principal for possible clarification or explanation.
2. If satisfaction is not received from the principal's explanation the person(s) claiming improper use must fill out the "Request for Reconsideration" form which will be obtainable from the building principal. This form will be found in the Appendix and must be completed before proceeding to steps in paragraph 4.
3. Upon receipt of this form (the approved "Form for Reconsideration") the president of the Board may direct the administration to have the alleged improper procedure discontinued for ten (10) days or until the three (3) steps of this section are completed.
4. At the first step requests will be considered by a meeting of the person making the request, the teacher, a Union representative, if desired by the teacher, and the building principal or his/her representative. Further action, if necessary, will take the form of a meeting of the teacher, and two members of the administration to determine the merit of any "Request for Reconsideration". If desired by the teacher, a Union representative may participate in this meeting. In the event this committee cannot reach a unanimous decision, step 3 will follow in which all sides, including the person who made the original request, will present their views to the Board.
5. The Board of Education shall restrain all persons from voicing grievances against

teacher or students at its public meetings.

D. CLASSROOM INTERRUPTIONS

Classroom interruptions, by individuals or intercom, are to be permitted only in cases of emergency. Only the principal or a member of the administrative staff may authorize such interruptions.

E. NON-DISCRIMINATION

The Board and the Union shall continue their policies of equal employment or membership of all teachers regardless of race, color, creed, age, national origin, sex, marital status, membership or lack of membership in the teachers' Union.

F. PERSONNEL FILES

1. Upon written request, a teacher shall have the right to review and have reproduced all materials, with the exception of confidential references used by the teacher to secure a position, in his/her District office personnel file and in his/her building personnel file. Such review shall take place under the supervision of the superintendent. Reproduction of non-confidential materials will be made only by District 89.
2. A teacher shall have the right to answer all materials, with the exception noted in number 1, originating before July 1, 1975, which are derogatory to said teacher's conduct, service, character, or personality within thirty (30) days following the ratification date of this Agreement. The teacher's reply must be specifically related to the particular derogatory material questioned and to which said reply will be attached.
3. No material, originating after July 1, 1975, derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher receives a copy of said material and notification that said material is being placed in the file. Confidential references and transcripts are excepted from this requirement. A teacher shall have the right to answer such derogatory material within thirty (30) days in writing and his/her answer shall be attached to the corresponding file material. The teacher's reply must be specifically related to the particular derogatory material questioned.
4. Each teacher shall have the right to insert material relevant to his/her service in the District and add statements concerning his/her qualifications as a teacher.
5. No confidential references in a teacher's District office and building personnel files shall be copied or made known to anyone other than appropriate School District officials or through court subpoena either during or after his/her service in the School District.

6. Upon written request, a list of the contents of each file will be kept on the cover of the file. The teacher will compile the list and each item on the index will be initialed by the teacher and superintendent. The individual pages within the folder will also be initialed by the teacher and the superintendent.
7. A Board member may inspect any teacher's personnel file only if he or she has been instructed to do so by the Board and then only in the presence of the superintendent responsible for the safe-keeping of these files. The teacher also shall be notified 48 hours in advance.

G. BOARD MEETINGS

The Union president will be furnished a complete copy of the agenda and non-confidential material prepared for every Board meeting as soon as it is prepared. Also, a copy of the official Board minutes and notice of all Board meetings and Board committee meetings shall be sent to the Union president. The Union president will be placed on the agenda of Board meetings as an avenue of communication to be used whenever the Union deems it necessary.

H. USE OF SCHOOL FACILITIES

1. The Union may hold meetings on school District property upon the approval of the building principal.
2. The Union shall have the right to use faculty mailboxes and the faculty bulletin board for the purpose of communication.

I. WORKING HOURS

A teacher's normal workday shall consist of seven (7) clock hours from 8 a.m. to 3 p.m. Each teacher shall have a duty-free lunch period of no less than thirty (30) minutes.

The school year for teachers shall consist of a total of 180 pupil attendance and institute days. It is acknowledged that there will be 185 scheduled days in the school calendar; however, this is only to ensure that there will be 180 teacher attendance days.

Teachers may not take time from their teaching duties or educational school time responsibility for outside business, personal or organizational activities without prior arrangement with the Administration. However, union leaders shall be allowed to carry out their responsibilities as long as there is no interference with their classroom responsibilities. Planning periods are to be used for school purpose only. If it becomes necessary for a teacher to leave the building during this time, the administration must be notified first and reason for the request given to the administration. Subject to the provisions of this agreement the administration has the decision to approve or deny the request.

J. AFTER SCHOOL EVENTS

One hundred percent (100%) of the teachers will attend each of the following events, provided there is at least thirty (30) calendar days' notice of the date and time of the event:

1. Fall Curriculum Night (staff input will be allowed for fall curriculum night).
2. Fall/Winter Parent/Teacher Conferences
3. 8th Grade Graduation
4. At least one (1) event to strengthen the home-school connection as determined by the Superintendent or his/her designee.

Excuses may be granted by the administration for the 8th grade graduation only, not to exceed 25% of teaching staff. Unexcused absences are subject to discipline for just cause. The administration may grant excuses in cases of emergency for after school events.

K. CLASS SIZE

Upon the request of any teacher, the Board and Administration will consider the assignment of a full or part-time aide, when class size exceeds twenty-five (25). The final decision as to the assignment of an aide to any classroom shall remain with the Board/Administration.

L. TARDIES

Any teacher who arrives more than five minutes after the start of the teachers' workday will be considered tardy.

The accumulation of a minimum of 3 tardies within a quarter will result in a deduction of pay equal to the daily rate of the employee times the number of hours missed (1-hour minimum).

EXAMPLE:

\$25,000.00 base salary divided by 26 pays = \$961.00 per pay

\$961.00 divided into ten days - \$96.00 per day

\$96.00 divided by 6 (number of hours in a teacher's day) = \$16.00

This \$16.00 would be the amount deducted per hour for this person if they were tardy (after the 2nd time) 6 or more minutes.

M. DISCIPLINARY ACTION AND/OR REPRIMANDS OF TEACHER

Any reprimanding of a teacher by conference or letter should be done at the close of the school day, whenever possible.

All Teachers will be provided with the Board's Employee Discipline Code and Due Process Policy.

N. PLAN TIME

The Administration will determine the teacher and student schedules within the normal workday as established in Article V, Paragraph J. The Administration will schedule a daily personal/team planning period for each teacher of at least thirty-five (35) consecutive minutes. The Union recognizes that the final determination of the daily schedules will be made by Administration and that planning periods may need to be adjusted in duration, in the days of the week when the periods can be scheduled, and may be different for individual staff members. A total of at least one hundred fifty (150) minutes of personal/team planning will be provided to each teacher during a full (five full day) week. The Administration will make every effort to provide said schedules before the first institute day of each school year.

O. PROFESSIONAL DRESS

The Board and the Union agree that the following guidelines will apply to staff dress and appearance:

1. All employees of the district are expected to dress in a professional manner. Clothing should be appropriate for on the job appearances at all times.
2. Standards for Dress
 - Only physical education teachers are permitted to wear jogging/wind suits and shorts. Physical education instructors shall follow the faculty dress code on Parent/Teacher Conference days, PTO meetings, and other such occasions when not instructing class.
 - Slacks and Capri pants may be worn in an appropriate manner. Capri pants must be below the knee. Other than physical education instructors, shorts shall not be worn.
 - Except on Spirit Wear Fridays, no jeans of any color, or tee shirts may be worn. On Spirit Wear Fridays, teachers may wear a tee shirt that represents the college or university the teacher attended in lieu of wearing a Fairmont School District 89-affiliated tee shirt. Denim should be without holes, fringe, or excessive or faddish fading.
 - Dresses and skirts which are no shorter than three inches above the knee may be worn.

- Low cut blouses, off the shoulder, halter style, tank tops, or clothing which reveals the midriff is not appropriate staff attire. No halter top sundresses are to be worn without an additional cover-up. Sleeveless clothing must cover undergarments.
 - Shoes and sandals without a back strap are acceptable. Beach style flip-flops are not acceptable.
 - Hats are not to be worn inside.
 - Men are encouraged, but not required, to wear ties.
 - Facial hair should be kept neat and clean.
3. The District recognizes that there are occasions when individuals may need to wear specific clothing due to medical reasons or as a part of bona fide personal religious practice. When such is the case, the employee shall provide documentation to his or her supervisor of the medical necessity or his or her bona fide personal religious practice that gives rise to the need for deviation from this dress code policy.
 4. These guidelines shall apply to all days when students are in attendance and to teacher institute days, parent-teacher conferences, and other days when student or parent contact is expected. The guidelines will not apply for summer or other vacation periods, when such student or parent contact is not expected.

P. TEACHER RESIGNATIONS

If a teacher resigns during the school term (i.e., student year) for other than extenuating circumstances beyond the teacher's control, the teacher shall owe the District three percent (3%) of his/her salary to offset the expense of immediate replacement.

If a non-tenured teacher resigns during August, the affected teacher shall reimburse the District an amount equivalent to that paid by the District for the health insurance benefit for August. The affected teacher shall continue to receive insurance coverage for the entire month of August.

Q. EMAIL COMMUNICATIONS

In order to improve communications between parents and teachers and between Administration and teachers, all teachers will review their email at least twice daily.

R. ASSAULT OF A TEACHER

Teachers assaulted during the performance of their assigned duties or on District 89 property:

1. Shall have the right to use reasonable force as needed to defend himself/herself or others, and to obtain assistance.
2. Shall notify an administrator to call the police, parents and superintendent.

3. Shall receive indemnification from the Board to the extent required by law.

In all cases, the superintendent or his/her designee shall immediately notify the teacher of any legal aid from the District that may be available.

S. STUDENT DISCIPLINE COMMITTEE

The Board and Union agree that disruptive student behavior is detrimental to the classroom learning environment. In an effort to improve responses to such behavior on all levels, the parties agree to form a Joint Committee on Student Discipline, with equal numbers of members representing the Board and the Union. Each party shall appoint its respective members with at least two (2) members representing each. Unless otherwise agreed by the parties, the committee shall meet at least once per month from September through May each school year. The purposes of the committee shall be to implement effective, consistent, district-wide responses to disruptive student behavior, to consider and protect the rights of all students to a quality education, and to improve communication and coordination between teachers and administration regarding student discipline.

ARTICLE VI - SALARY PROVISIONS

A. SALARY SCHEDULE

The salary schedules as negotiated by the Board, administration, and Union for 2019-20, 2020-21 and 2021-22 can be found in the Appendix of this Agreement.

Appendix A – Salary Schedule

B. PLACEMENT ON SALARY SCHEDULE

New teachers employed will be placed on the salary schedule according to their experience, but in no case will they be granted more than 10 years' credit for prior teaching experience, and in no case will a new teacher who has a minimum of 5 years be granted less than that 5 years for creditable teaching service.

C. PAY PERIOD

Pay periods shall be biweekly in twenty-six (26) checks. Summer checks shall be sent to a pre-designated address at the expense of the District.

D. DEDUCTIONS

District #89 will make payroll deductions upon written request by the teacher on the form provided by the District business office for annuity plans and must be agreed upon prior to the third day of the school year.

As related to Union dues, the District will continue to make dues payroll deductions for those teachers who have authorized in writing such deductions. In the event the teacher notifies the District that such dues deductions are no longer authorized, the District will immediately cease making such deductions and notify the Council President of the same.

E. ADVANCEMENT ON THE SALARY SCHEDULE

1. The teacher's salary schedule is designed to provide incentive to obtain more formal training.
2. A teacher shall move only one step at a time vertically.
3. All graduate course work will be reported to the superintendent in official transcript form. All graduate credit hours will count towards horizontal advancement on the salary schedule.
4. Salary adjustments for longevity, experience, training, and/or degrees are to be made in September and/or February. Proof of such shall be filed by the teachers with the superintendent thirty days prior to September and/or February. September adjustments shall be retroactive to the beginning of the school year and February adjustments shall be retroactive to the beginning of the calendar year.
5. Upon proof of cost, each teacher shall be reimbursed up to \$500.00 per hour for each preapproved graduate course taken with a maximum total reimbursement of \$2,000.00 per year for grades of "B" or higher.

F. GROUP INSURANCE

Teachers may elect the benefits of either the high deductible medical plan or the HMO Plan as agreed to by the Board and the Union. The Board shall contribute toward the cost of the medical insurance as follows:

1. Single Coverage

For the duration of this contract, teachers shall pay ten percent (10%) and the Board shall pay ninety percent (90%) of the monthly premium cost for single coverage (PPO or HMO). Also, teachers electing the high deductible plan (PPO) will be responsible for the first five hundred dollars (\$500) of the aggregate deductible for each benefit year and the Board shall be responsible for the balance of the two-thousand-five-hundred dollar (\$2,500) aggregate deductible.

Dependent Coverage (Spouse/Child(ren))

A teacher who chooses spousal and/or dependent coverage shall pay the additional premium cost of the said coverage, and shall be responsible for the first one thousand dollars (\$1,000) of the aggregate deductible for each benefit year. The Board shall be

responsible for the balance of the five thousand dollar (\$5,000) aggregate deductible.

2. Insurance Committee

The District No. 89 Insurance Committee will consist of not more than three (3) representatives from the Board, not more than three (3) from the Union, and one (1) representative for employees who are not members of the teacher bargaining unit. The Committee shall meet at least once each school year to review insurance cost data, claims history, cost projections and other information necessary to evaluate options for providing the best insurance plan possible while controlling insurance expenses. The Committee shall not have the authority to alter benefit or premium levels; but shall report findings and recommendations to the Board, the Union and other constituent groups. The Board and the Union will agree to any changes.

3. Other Benefits

The Board shall provide a term life insurance policy of \$50,000 face value.

The Board shall pay the total cost of the current dental plan.

The Board agrees to provide a flexible benefit program, as provided by Section 125 of the Internal Revenue Code, that will enable teachers to pay their share of the medical insurance premiums with pretax income (not included in gross income).

G. REGULAR STAFF TEACHER SUBSTITUTION

1. The administration shall make every effort to obtain qualified substitute teachers at all times. When substitute teachers cannot be obtained, regular staff teachers may be used as substitutes on an hourly basis based on the substitute rate, but not less than \$40.00 per hour.

H. TUTORING AND HOMEBOUND INSTRUCTION

Approved tutoring and homebound instruction shall be \$40.00 per hour, prorated for actual time worked.

I. SUMMER SCHOOL

The Board shall pay not less than \$45.00 per hour for summer school teaching, or at the Grant hourly rate (Bridges, etc.) used to fund the program, whichever is greater.

J. TRANSLATOR

Any teacher(s) approved by the Superintendent or designee to provide language translator services will be paid an annual stipend of \$600.00.

K. MILEAGE REIMBURSEMENT

Mileage reimbursement for approved, school-related travel shall be at the current IRS rate.

ARTICLE VII - CO-CURRICULAR ASSIGNMENTS

Compensation for all co-curricular assignments under Article VII appears in Appendix B.

1. The co-curricular program shall be considered as an integral part of the educational program and all teachers shall be encouraged to participate in it.
 - A. Co-curricular positions shall be compensated in accordance with the co-curricular salary schedule. A copy of said schedule can be found in the Appendix of this Agreement. All responsibilities and work of the activity shall be assumed for the complete school year and shall be completed before payment is received. Co-curricular activities shall be paid immediately after the completion of the season once all documentation is turned in to the administration from the Athletic Director. The submission of requisitions for payment for co-curricular duties shall be the responsibility of the administrator in each building.
 - B. Co-curricular assignments shall be made by mutual agreement in writing between the teacher, principal, and superintendent. These agreements shall note the responsibilities of the assignment, the approximate dates, and amount of payment for the co-curricular activity.
2. All co-curricular assignments shall be made known to teachers through the daily bulletin or by special bulletin and through notices placed in a specifically designated location in each building, and at one (1) specific location in the District office. Positions will be held open for at least five (5) school days.
3. To be considered for a co-curricular vacancy, the interested teacher shall notify the principal in writing by May 1 of the current year.
4. Based on available information, all teachers shall be notified of the co-curricular assignments for the following year prior to the end of the regular school year. Changes in assignment(s) subsequent to the above date shall be made only when necessary to implement the educational program, and any teacher so affected shall be given a prompt, written notification of change.
5. The superintendent shall make assignments to vacant positions following the required posting of positions. Teachers and Athletic Director shall be selected on the basis of suitability for assignment, seniority in the assignment, and reflect the recommendations of the principal. Once hired for a co-curricular position, an individual will remain in that position from year to year until resigning or being relieved of the position.

6. In the event that a co-curricular position is not filled by a teacher under the provisions of sections 1.B. and 5, a person outside the bargaining unit may be hired who will be governed by the provisions of this section of the contract.
7. When a teacher is involuntarily released from co-curricular assignment(s) he/she shall be sent immediate written notification of this decision. The reason for his/her release shall be specified in writing, and shall be for good cause.
8. Written job description for each co-curricular activity shall be furnished to each teacher who assumes the co-curricular activity.

See: Appendix B

ARTICLE VIII - PROCEDURES FOR TEACHER EVALUATION

A. PROCEDURE

The parties agree that the primary objective of the program to evaluate classroom teaching performance is to improve the quality of instruction. Accordingly, the following procedure is established:

1. In accordance with State law, a teacher evaluator who has achieved the requirements set forth by State of Illinois shall conduct performance evaluations of classroom teaching performance according to the procedures created herein.
2. All formal evaluations of classroom teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher. The parties will continue to cooperate on the development of the evaluation plan for all teachers.
3. A copy of each formal written evaluation of classroom teaching performance shall be given to the teacher, who shall acknowledge in writing the receipt thereof, and one copy shall be placed in the teacher's personnel file. A private conference shall be held between the teacher and the evaluator within ten (10) school days after the classroom observation. The teacher evaluated and the evaluator shall acknowledge in writing that said conference was held.
4. No formal evaluation shall take place until the teacher evaluator acquaints each teacher under his/her supervision with the evaluation procedures and instruments.
5. Each teacher shall be provided the name of the teacher evaluator that has been assigned to conduct their observation and/or evaluation(s) within the first quarter of the school year.
6. Where appropriate, formal teacher observations shall be preceded by a pre-evaluation conference between the teacher evaluator and the teacher to review all

relevant factors involved in the evaluation process.

7. Each evaluation shall be followed by a post evaluation conference between the designated teacher evaluator and teacher being evaluated. The parties shall analyze the observation which shall be specific as to teacher's strengths and weaknesses with supporting reasons for the comments made. The teacher shall have the right to attach any explanation to the observation notes as part of that observation.
8. Each formal written evaluation of classroom teaching performance shall be preceded by at least one classroom observation of at least twenty (20) minutes.
9. The classroom teaching performance of probationary teachers shall be evaluated at least twice during each probationary year. At least one classroom evaluation shall be conducted during the first semester of said probationary year and at least one evaluation shall be conducted before April 1 of said probationary year.
10. Each tenured teacher will be evaluated at least once every two years, and special consideration will be given teachers upon reasonable request, if convenient.
11. The final written report of the teacher evaluator shall be submitted to the superintendent by April 1 of the current school year for each probationary teacher. A copy shall be furnished to the teacher.
12. In the event that the teacher contends his/her formal written evaluation of the classroom teaching performance was incomplete and inaccurate, he/she shall, within twenty (20) school days after the classroom observation conference with the teacher evaluator, put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
13. Formal evaluations shall be conducted as provided above. However, the principal, ~~or~~ assistant principal or teacher evaluator may visit any teacher at any time and for any reason. Written comments may be made by the principal, assistant principal or teacher evaluator following the visit, provided that the teacher receives a copy and has the opportunity to reply to it.
14. Evaluations shall not be conducted on the day of or the day preceding a holiday.

B. REMEDICATION PLAN

1. A tenured teacher shall have a remediation plan and procedure developed and implemented in accordance with Chapter 122, Section 24A-5 of the *School Code*.
2. The Union shall supply a roster of qualified teachers from whom the consulting teacher is to be selected.
3. The consulting teacher shall not be required by either party to participate in any

dismissal hearing. The consulting teacher shall provide advice to the teacher rated "unsatisfactory" on how to improve teaching skills and to successfully complete the remediation plan. The consulting teacher shall participate in developing the remediation plan.

4. Consulting teachers will receive a stipend and/or released time, which shall be agreed upon among the consulting teacher, the Union and the Administrator.
5. The Board will hold consulting teachers harmless from any legal liability arising from the performance of their responsibilities as consulting teachers.
6. The remediation guidelines shall be submitted to the evaluation plan committee for final approval or revisions.

ARTICLE IX - REDUCTION IN FORCE

A. NOTICE

The Board shall notify the Union prior to when a reduction is to be made in the number of total certified teaching personnel employed. "Teacher" as used in this Article means both tenured and non-tenured teachers.

B. PROCEDURE

If removal or dismissal results from a decision of the Board to decrease the number of teachers employed by the Board or discontinuance of some particular type of teaching service, such removals or dismissals will be accomplished in accordance with Section 24-12, including other applicable sections of the *School Code*.

1. Honorable Dismissal List. Annually, in consultation with the Union, the District shall establish an Honorable Dismissal List based on a categorization of each teacher into one or more positions for which the teacher is qualified to hold, based upon legal qualifications, certifications, endorsements, and any other qualification established in a district or joint agreement job description, on or before May 10th of the school year prior to when the sequence of dismissal is determined. Copies of the List shall be distributed to the Union at least seventy-five (75) days before the end of the school year.
2. Grouping of Teachers within Honorable Dismissal List. Within each position of the Honorable Dismissal List, the District must establish four (4) groupings of teachers qualified to hold the position as follows:
 - Group 1. Group 1 shall consist of each non-tenured teacher who has not received a performance evaluation rating;

- Group 2. Group 2 shall consist of both tenured and non-tenured teachers with a “Needs Improvement” or “Unsatisfactory” performance evaluation rating on either of the teacher’s last two (2) performance evaluation ratings;
- Group 3. Group 3 shall consist of each teacher with a performance evaluation rating of at least “Proficient” on both of the teacher’s last two (2) performance evaluation ratings, if two (2) ratings are available, or on the teacher’s last performance evaluation rating, if only one rating is available;
- Group 4. Group 4 shall consist of each teacher whose last two performance evaluation ratings are “Excellent” as well as each teacher with two “Excellent” performance evaluation ratings out of the teacher’s last three performance evaluation ratings with a third rating of “Satisfactory” or “Proficient.”

C. ORDER OF DISMISSAL

1. Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in Group 1 dismissed first and teachers in Group 4 dismissed last.
2. Within Group 1, the sequence of dismissal is at the sole discretion of the District;
3. Within Group 2, the sequence of dismissal is based on the average of the last two performance evaluation ratings, if two ratings are available, or the teacher’s last performance evaluation rating if only one rating is available. The average is calculated using the following numeric values: 4 for “Excellent”; 3 for “Proficient” or “Satisfactory”; 2 for “Needs Improvement”; and 1 for “Unsatisfactory”. Teachers with the lowest average performance evaluation rating shall be dismissed first. Teachers with the same average performance evaluation rating shall be dismissed based on seniority, with teachers with the shorter length of continuing service with the District dismissed first.
4. Within Groups 3 and 4, the sequence of dismissal is based on seniority, with teachers with the shorter length of continuing service with the District dismissed first.

D. SENIORITY

Seniority (length of continuing service) means the total period of continuous full-time employment from the date of hire in a position which is within the bargaining unit (as defined in Article 1 herein) or as an Administrator in the District.

E. TIE BREAKER

If two or more teachers otherwise have equal seniority and one or more is to be honorably

dismissed, seniority order shall be determined by, in order:

1. Highest earned degree;
2. Most credit hours beyond the degree;
3. Total teaching experience as indicated on the teacher's service record;
4. Decision of the Superintendent.

F. BREAK IN SERVICE

The following employment, when it interrupts full-time employment status, shall not constitute a break in service for seniority purposes, but time spent in such status will not be counted toward seniority:

1. Non-bargaining unit employment, except as otherwise provided in Section
2. Non-paid leave of absence.
3. Employment for summer school, evening school, or other temporary positions (this does not mean temporary assignment to a position which is in the bargaining unit).

G. TEACHER ON LEAVE OF ABSENCE

Teachers who have entered upon contractual continued service and who are on an approved leave of absence shall be subject to the foregoing reduction in force policy.

H. RECALL

1. Any teacher whose active employment has been terminated pursuant to a Reduction in Force shall have recall rights in accordance with *School Code*.
2. Current Status and Address. All teachers removed or dismissed according to the intent of this Article have the responsibility of keeping the Superintendent's office informed as to their current status and address.
3. Response Deadline. If a decision is made to recall a teacher, the affected teacher shall have ten (10) business days in which to respond, with the timeline beginning on the date the notification was sent by certified mail to the teacher.
4. Failure to Respond. Any teacher who fails to respond to a position by a proper notice will be placed at the bottom of the recall list as it exists at the time of such failure to respond. However, a teacher may elect to be passed over once in which case the teacher retains his/her position on the recall list, and the Board will offer the position to the next most senior qualified teacher. Teachers are required to inform the office of the Superintendent of any changes in their qualifications after the date of their termination along with any changes in their official resident address.

5. Temporary Positions. Temporary positions will be first offered to teachers with recall rights in the same order as for permanent positions. Acceptance of a temporary position will not affect the recall rights of a teacher.
6. Rights Upon Recall. A recalled teacher shall be reinstated with no loss of seniority, tenure rights, accumulated sick leave, or salary schedule position.

ARTICLE X - GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

B. STATEMENT OF BASIC PRINCIPLES

1. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without representation of Union representatives.
2. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. The failure of a teacher or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. Any teacher has the right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Union deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
5. Hearings and conferences under this procedure shall be conducted at a time which will afford an opportunity for all persons, including witnesses entitled to be present, to attend and will be held insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
6. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher Union representatives shall be conducted so as to

result in no interruption whatsoever of the instructional program and related work activities of the teaching staff. The Union is responsible for the elimination of nuisance grievances.

C. PROCEDURES

1. First Step. An attempt shall be made to resolve any grievance in informal verbal discussion between complainant and the person or persons whom the complaint is against.
2. Second Step. If the grievance cannot be resolved informally, the allegedly aggrieved teacher shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the principal. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the second step must be within ten days from the date of the occurrence of the event giving rise to the grievance. The principal or other administrator who has authority to make decisions on grievance shall make such decision and communicate it in writing to the teacher within ten (10) working days.

If a grievable item occurs after the closing day of the school year and prior to the opening day of the next year it will be exempt from the ten-day clause of Step 2, and will be taken up at the first day of the next school year as a grievable item according to the present grievance procedure.

3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the teacher may file, within five (5) school days of the principal's written decision or answer at Second Step, a copy of the grievance with the superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, and the superintendent shall meet to resolve the grievance. The superintendent shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher and the Union.
4. Fourth Step. If the grievance cannot be settled at the third step, the grievance shall be submitted to the Board to be considered in as timely fashion as a schedule of Board meetings and the agendas therefore permit. The teacher, acting through the Union, may present a written brief to the Board and may request an oral hearing on the grievance which will be granted at the discretion of the Board. If granted, the hearing will be conducted by the full Board or by a subcommittee of the Board as the Board may designate.
5. Fifth Step. If the grievance is not resolved satisfactorily within five (5) days after consideration by the Board, there may be a fifth step of arbitration. The Union may submit, in writing, a request to enter into such arbitration.

The arbitration proceeding shall be conducted by an arbitrator selected by the two parties from a panel of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS). Each of the two parties will alternatively strike one name at a time from the panel until only one remains. The remaining name shall be the arbitrator. The party who strikes the first name shall be determined by a coin toss.

The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be born equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to ruling on the issue or issues presented to him/her in writing by the Board and the Union and his/her decision must be based solely upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement.

ARTICLE XI – RETIREMENT PLAN

A teacher, who is at least 55 years old and has had at least fifteen (15) years of experience in District 89 and who retires under the Teachers' Retirement System of Illinois, may elect to participate in the district's retirement plan. This plan is available only for teachers for whom the Board is not required to pay a penalty to TRS.

A teacher, who elects to retire within a three-year period, may give irrevocable written notice to the Superintendent by January 31st of the first school year for which benefits are sought under this Article. The teacher may elect benefits that extend for one, two or three years, which period may extend beyond the duration of this contract. The teacher will then receive 105% of the regular annual salary for the last year prior to retirement, 105% of the regular annual salary for the next to last year prior to retirement, and 105% of the regular annual salary for the third year prior to retirement, depending on the notice given and the benefit period elected. There will be no retroactive increases for fiscal years completed.

In no case shall the teacher's creditable earnings exceed the 6% limit over the previous year's salary set by TRS (except where TRS has allowed an exception) such that the district would incur a penalty. If the teacher does not retire at the end of the period stipulated, all retirement incentive monies received shall be paid to the district within two years.

For any teacher who decides to participate in the District's Retirement Plan as set forth above, the Board will pay for five (5) years, or until the teacher reaches age sixty-five (65), or until the age of Medicare eligibility is attained, or until death, whichever occurs first, at the rate of (\$2,000.00) per year toward the cost of health insurance premium for group hospitalization major-medical coverage other than the District's coverage. The employee must elect health insurance coverage

upon entering the Retirement Plan. Should the employee elect to drop any such insurance coverage, either upon entering Retirement Plan or at some later date, the annual reimbursement will not thereafter be reinstated. The first annual (\$2,000) health insurance reimbursement shall be paid subsequent to the teacher receiving their last paycheck and after July 1 (after all creditable earnings are reported to TRS) but in no case later than September 1 following the year of retirement. September 1 shall serve as the anniversary date for subsequent yearly reimbursements.

This article shall expire on its own terms without further action by the parties upon the termination of this agreement. During negotiations for a successor agreement, the subject matter of this article shall constitute a mandatory subject of negotiations; however, this article shall not constitute the status quo after the termination of this agreement unless renewed by agreement.

ARTICLE XII - CONFORMITY TO LAW AND RESERVATION OF RIGHTS PROVISION

1. In executing this contract for the term hereof, the Board, on its own behalf and on behalf of the electors of the District, hereto retains and reserves unto itself all duties, responsibilities, powers, and authority conferred upon and vested in it by the statutes and laws of the state of Illinois.
2. If any provisions of this Agreement are, or shall be, at any time contrary to statutory law, or decisions of the courts, or adversely affects the payment of state or federal funds to the District or the recognition or accreditation of the District by the state of Illinois, then that provision shall be unenforceable while all other provisions of this Agreement shall continue in effect.

ARTICLE XIII - NO STRIKE PROVISION

1. No employee covered by this Agreement, during the term hereof, shall instigate, call, sponsor, or engage in any strike, walk-out, work stoppage, slow-down or picketing against the schools and premises (including adjoining streets) of Fairmont School District #89, Will County, Illinois, or in any manner sanction, or engage in, any interference with the work, operations, or services of said District. Without limiting the general effect of the foregoing, no employee covered by this Agreement, during its term, shall engage in any of the activities prohibited above to aid any strike, work stoppage, slow-down or interference with the operations of the District by other employees, not covered by this Agreement, or by any other person or group of persons. Each employee covered by this Agreement, for its term, agrees to comply with the terms of the foregoing provision.
2. The Union further agrees for itself and its individual members, that during the term of this Agreement, none of its officers, building representatives, agents, or members shall authorize, instigate, call, or participate in any act forbidden in paragraph one of this Article.

ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2019, and shall continue in full force and effect through June 30, 2022. However, the Board and Union may at any time amend this Agreement by mutual consent.

Unless the parties mutually agree to a later start date, negotiations of a successor agreement shall commence on or before March 1, 2022, and shall continue until a new or revised Agreement is reached.

ARTICLE XV - RATIFICATION OF AGREEMENT

This document will not be considered binding until such time as the Union has formally notified the Board in writing of official acceptance of this document by the membership and subsequent ratification by formal Board action at a public Board meeting.

ARTICLE XVI - EXPENSES OF PRINTING AGREEMENT

The costs of printing this Agreement shall be borne equally by the Board and the Union. The Agreement shall be printed in small booklet size form if possible.

ARTICLE XVII - EXECUTION OF AGREEMENT

In witness whereof, the parties have executed this Agreement by their duly authorized representatives.

Dated this _____ day of _____, 2019.

For the Board of Education
Fairmont School District #89

For the Fairmont Council of
AFT Local 604, AFL-CIO

President

President

Appendix A

Fairmont School District #89 Salary Schedule 2019-20

Step	BA	BA+10	BA+20	MA	MA+15	MA+30	MA+45
0	38,750	39,700	40,650	42,550	43,500	44,450	45,400
1	39,700	40,650	41,600	43,500	44,450	45,400	46,350
2	40,650	41,600	42,550	44,450	45,400	46,350	47,300
3	41,600	42,550	43,500	45,400	46,350	47,300	48,250
4	42,550	43,500	44,450	46,350	47,300	48,250	49,200
5	43,500	44,450	45,400	47,300	48,250	49,200	50,150
6	44,450	45,400	46,350	48,250	49,200	50,150	51,100
7	45,400	46,350	47,300	49,200	50,150	51,100	52,050
8	46,350	47,300	48,250	50,150	51,100	52,050	53,000
9	47,300	48,250	49,200	51,100	52,050	53,000	53,950
10	48,250	49,200	50,150	52,050	53,000	53,950	54,900
11	49,200	50,150	51,100	53,000	53,950	54,900	55,850
12	50,150	51,100	52,050	53,950	54,900	55,850	56,800
13	51,100	52,050	53,000	54,900	55,850	56,800	57,750
14	52,050	53,000	53,950	55,850	56,800	57,750	58,700
15	53,000	53,950	54,900	56,800	57,750	58,700	59,650
16		54,900	55,850	57,750	58,700	59,650	60,600
17			56,800	58,700	59,650	60,600	61,550
18			57,750	59,650	60,600	61,550	62,500
19			58,700	60,600	61,550	62,500	63,450
20			59,650	61,550	62,500	63,450	64,400
21				62,500	63,450	64,400	65,350
22				63,450	64,400	65,350	66,300
23				64,400	65,350	66,300	67,250
24				65,350	66,300	67,250	68,200
25				66,300	67,250	68,200	69,150
26				67,250	68,200	69,150	70,100
27				68,200	69,150	70,100	71,050
28				69,150	70,100	71,050	72,000
29				70,100	71,050	72,000	72,950
30				71,050	72,000	72,950	73,900
31				72,000	72,950	73,900	74,850
32				72,950	73,900	74,850	75,800
33				73,900	74,850	75,800	76,750
34				74,850	75,800	76,750	77,700
35				75,800	76,750	77,700	78,650

Teachers who are "off-schedule" shall receive a salary increase commensurate with their step.

For all columns (BA, BA10, BA20, MA, MA15, MA30, MA45)

1. At Step 25 an additional \$700 longevity step will be added as a one-time non-cumulative stipend to salary.
2. At Step 25 an additional \$750 longevity step will be added as a one-time non-cumulative stipend to salary.
3. At Step 25 an additional \$800 longevity step will be added as a one-time non-cumulative stipend to salary.

Appendix A

Fairmont School District #89 Salary Schedule 2020-21

Step	BA	BA+10	BA+20	MA	MA+15	MA+30	MA+45
0	39,690	40,688	41,685	43,680	44,678	45,675	46,673
1	40,688	41,685	42,683	44,678	45,675	46,673	47,670
2	41,685	42,683	43,680	45,675	46,673	47,670	48,668
3	42,683	43,680	44,678	46,673	47,670	48,668	49,665
4	43,680	44,678	45,675	47,670	48,668	49,665	50,663
5	44,678	45,675	46,673	48,668	49,665	50,663	51,660
6	45,675	46,673	47,670	49,665	50,663	51,660	52,658
7	46,673	47,670	48,668	50,663	51,660	52,658	53,655
8	47,670	48,668	49,665	51,660	52,658	53,655	54,653
9	48,668	49,665	50,663	52,658	53,655	54,653	55,650
10	49,665	50,663	51,660	53,655	54,653	55,650	56,648
11	50,663	51,660	52,658	54,653	55,650	56,648	57,645
12	51,660	52,658	53,655	55,650	56,648	57,645	58,643
13	52,658	53,655	54,653	56,648	57,645	58,643	59,640
14	53,655	54,653	55,650	57,645	58,643	59,640	60,638
15	54,653	55,650	56,648	58,643	59,640	60,638	61,635
16		56,648	57,645	59,640	60,638	61,635	62,633
17			58,643	60,638	61,635	62,633	63,630
18			59,640	61,635	62,633	63,630	64,628
19			60,638	62,633	63,630	64,628	65,625
20			61,635	63,630	64,628	65,625	66,623
21				64,628	65,625	66,623	67,620
22				65,625	66,623	67,620	68,618
23				66,623	67,620	68,618	69,615
24				67,620	68,618	69,615	70,613
25				68,618	69,615	70,613	71,610
26				69,615	70,613	71,610	72,608
27				70,613	71,610	72,608	73,605
28				71,610	72,608	73,605	74,603
29				72,608	73,605	74,603	75,600
30				73,605	74,603	75,600	76,598
31				74,603	75,600	76,598	77,595
32				75,600	76,598	77,595	78,593
33				76,598	77,595	78,593	79,590
34				77,595	78,593	79,590	80,588
35				78,593	79,590	80,588	81,585

Teachers who are "off-schedule" shall receive a salary increase of 5%.

For all columns (BA, BA10, BA20, MA, MA15, MA30, MA45)

1. At Step 25 an additional \$700 longevity step will be added as a one-time non-cumulative stipend to salary.
2. At Step 25 an additional \$750 longevity step will be added as a one-time non-cumulative stipend to salary.
3. At Step 25 an additional \$800 longevity step will be added as a one-time non-cumulative stipend to salary.

Appendix A

Fairmont School District #89 Salary Schedule 2021-22

Step	BA	BA+10	BA+20	MA	MA+15	MA+30	MA+45
0	40,627	41,675	42,722	44,817	45,864	46,911	47,959
1	41,675	42,722	43,769	45,864	46,911	47,959	49,006
2	42,722	43,769	44,817	46,911	47,959	49,006	50,054
3	43,769	44,817	45,864	47,959	49,006	50,054	51,101
4	44,817	45,864	46,911	49,006	50,054	51,101	52,148
5	45,864	46,911	47,959	50,054	51,101	52,148	53,196
6	46,911	47,959	49,006	51,101	52,148	53,196	54,243
7	47,959	49,006	50,054	52,148	53,196	54,243	55,290
8	49,006	50,054	51,101	53,196	54,243	55,290	56,338
9	50,054	51,101	52,148	54,243	55,290	56,338	57,385
10	51,101	52,148	53,196	55,290	56,338	57,385	58,433
11	52,148	53,196	54,243	56,338	57,385	58,433	59,480
12	53,196	54,243	55,290	57,385	58,433	59,480	60,527
13	54,243	55,290	56,338	58,433	59,480	60,527	61,575
14	55,290	56,338	57,385	59,480	60,527	61,575	62,622
15	56,338	57,385	58,433	60,527	61,575	62,622	63,669
16		58,433	59,480	61,575	62,622	63,669	64,717
17			60,527	62,622	63,669	64,717	65,764
18			61,575	63,669	64,717	65,764	66,812
19			62,622	64,717	65,764	66,812	67,859
20			63,669	65,764	66,812	67,859	68,906
21				66,812	67,859	68,906	69,954
22				67,859	68,906	69,954	71,001
23				68,906	69,954	71,001	72,048
24				69,954	71,001	72,048	73,096
25				71,001	72,048	73,096	74,143
26				72,048	73,096	74,143	75,191
27				73,096	74,143	75,191	76,238
28				74,143	75,191	76,238	77,285
29				75,191	76,238	77,285	78,333
30				76,238	77,285	78,333	79,380
31				77,285	78,333	79,380	80,427
32				78,333	79,380	80,427	81,475
33				79,380	80,427	81,475	82,522
34				80,427	81,475	82,522	83,570
35				81,475	82,522	83,570	84,617

Teachers who are "off-schedule" shall receive a salary increase of 5%.

For all columns (BA, BA10, BA20, MA, MA15, MA30, MA45)

1. At Step 25 an additional \$700 longevity step will be added as a one-time non-cumulative stipend to salary.
2. At Step 25 an additional \$750 longevity step will be added as a one-time non-cumulative stipend to salary.
3. At Step 25 an additional \$800 longevity step will be added as a one-time non-cumulative stipend to salary.

Appendix B

CO-CURRICULAR STIPENDS

ACTIVITY	2019-20	2020-21	2021-22
Baseball Coach	1,300	1,375	1,450
Baseball Assistant Coach	925	975	1,025
Softball Coach	1,300	1,375	1,450
Softball Assistant	925	975	1,025
Basketball Coach Boys 7th Grade	2,275	2,400	2,525
Basketball Coach Boys 8th Grade	2,275	2,400	2,525
Basketball Coach Girls 7th Grade	2,275	2,400	2,525
Basketball Coach Girls 8th Grade	2,275	2,400	2,525
Track Coach 7th Grade Boys	1,175	1,250	1,325
Track Coach 8th Grade Boys	1,175	1,250	1,325
Track Coach 7th Grade Girls	1,175	1,250	1,325
Track Coach 8th Grade Girls	1,175	1,250	1,325
Volleyball Coach Girls 7th Grade	1,375	1,450	1,525
Volleyball Coach Girls 8th Grade	1,375	1,450	1,525
Volleyball Coach Boys 7th Grade	1,375	1,450	1,525
Volleyball Coach Boys 8th Grade	1,375	1,450	1,525
Newspaper Sponsor	850	900	950
Yearbook Sponsor	800	850	900
Cheerleading Sponsor	1,250	1,325	1,400
Student Council Sponsor	1,300	1,375	1,450
Athletic Director	5,750	6,050	6,350
<u>Per Event</u>			
Scorekeeper	70	75	80
Crowd Control	70	75	80
<u>Per Hour</u>			
Detention Supervisor	42	45	47
Student Registration	42	45	47

For the Psychologist position, base salary shall be determined by appropriate placement on the salary schedules as included in the Agreement. This position will also be paid a "per diem" stipend for ten (10) additional days in the work year (190 instead of 180) and for a longer (thirty (30) additional minutes) work day. The "per diem" for this position will be calculated from the individual's base salary times 23.57 additional days (10 plus 13.57). In addition, because of the added responsibilities of this position, it will carry an annual position stipend of \$4,000.00.

Appendix C

Fairmont District 89

GRIEVANCE FORM

Directions: This form is to be completed before proceeding to Step Two and all subsequent steps outlined in the Grievance Procedure.

Copies of this form shall be given to each person attending Step Two, Three and Four of the Grievance Procedure.

NATURE OF GRIEVANCE:

(Be specific and include the date or dates of the actual grievance and the contract violation.)

Appendix D

Fairmont District 89

REQUEST FOR RECONSIDERATION

Request initiated by _____ Phone _____

Address _____

Who represents: _____ himself/herself
_____ name of organization _____
_____ identify other group _____

Request is in regard to:

Which teacher(s)? Please name _____

Other school personnel? Please name _____

When did the incident occur? _____

Many of the questions below refer to "practice." This word is meant to include the use of any materials being objected to -- books, films, records, pictures, etc., as well as things done in school, such as visiting speakers, assignments given to students, treatment given to students, etc.

1. To what do you object? (Please be specific; give the page numbers, quote the statements made, describe the things done or not done; use names.)

2. What do you believe might be the result of the practice you are concerned with? (What harm do you see as a result of the practice?)

3. Are you aware of the entire practice? Did you read the entire book? Did you learn what happened before the incident? Do you know the entire discussion, assignment or activity?

4. What do you believe to be the purpose of this practice?

5. What would you like your school to do about this practice?

_____ do not have my child participate;
_____ do not have any students participate;
_____ substitute a different practice, such as: _____
_____ refer this to the appropriate department for reconsideration;
_____ have the appropriate school officials meet with me to confer about this matter

Date _____ Signature: _____

Parent(s) of _____

Appendix F

Fairmont District 89

REQUEST FOR COURSE APPROVAL

TO: Superintendent

FROM: _____

RE: Request for Course Approval

1. Name of Course

2. Number of Semester Hours: _____

3. College/University: _____

FOR OFFICE USE

Course Approved/Rejected: _____

Transcript Filed: _____

Check # _____ Date: _____ Amount \$ _____

Appendix G

Fairmont District 89

PERSONAL LEAVE - CONTRACTUAL AGREEMENT

1. Each teacher shall be allowed a maximum three (3) days paid leave per school year for personal, religious, or business reasons, which cannot ordinarily be attended to except while school is in session.
2. The granting of personal leaves under paragraph one is subject to the following limitations and exclusions:
 - a. A teacher requesting a personal leave shall submit his/her written request on a district provided form to the principal at least three (3) calendar days prior to the date of the requested leave.
 - b. No more than two (2) teachers shall be granted personal leaves on any one school day.
 - c. Such personal leave days may not be requested nor allowed during the first two teacher employment days or the last two teacher employment days of any school year, nor the day preceding or following any holiday period.

For the purpose of this paragraph, the term "holiday period" shall mean all of the following:

- a. A legal or school holiday occurring on either a Tuesday, Wednesday, or Thursday of a week while school is in session;
 - b. A weekend plus a legal or school holiday occurring on either the Friday before or the Monday thereafter;
 - c. The entire period of time designated by the Board for Christmas and Spring recess (which shall include any weekend or legal holiday immediately before or thereafter).
3. The Superintendent may waive any or all of the limitations listed in #2 provided that the teacher states the reason for his/her request for personal leave. The teacher may not grieve the denial of his/her request if any of these same limitations listed in #2 are not adhered to.
 4. Unused personal leave shall be converted to sick leave accumulation at the end of the school year.

REQUEST FOR PERSONAL LEAVE

_____ I request personal leave of (number) ____ days beginning on (month/day/year) _____,
(If requesting 1/2 day of personal leave, please indicate a.m. _____ or p.m. _____)

_____ I am requesting waiver of restrictions for the use of personal leave for the following reason (please circle the applicable reason for this personal leave.):

- A. Closing a home mortgage;
- B. Attorney appointments, tax audits, or court hearings that cannot be set after working hours;
- C. An emergency, or business over which the employee has no control and requires his/her immediate attention (Please explain)_____;
- D. Other (Please explain)_____

Approved - Superintendent/Designee	Signature of Teacher	Date of Request	Date
------------------------------------	----------------------	-----------------	------

Signature of Principal	Date
------------------------	------