

A CONTRACTUAL AGREEMENT
between
THE BOARD OF EDUCATION OF
FREMONT SCHOOL DISTRICT NO. 79
LAKE COUNTY, ILLINOIS
and the
FREMONT EDUCATION ASSOCIATION/IEA/NEA
2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022

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ARTICLE 1

RECOGNITION

1.1 The Board of Education of School District No. 79, Lake County, Illinois, hereinafter referred to as the “Board”, recognizes the Fremont Education Association/IEA/NEA (which is an affiliate of the Illinois Education Association and the National Education Association), hereinafter referred to as the “Association”, as the sole and exclusive negotiating representative for all full-time and regularly employed part-time licensed educational personnel employed or to be employed by the board exclusive of the Superintendent, building principals and other administrators, and all educational support personnel, non-licensed and statutorily excluded employees.

1.2 Employees within the bargaining unit defined in Section 1.1 shall be hereinafter referred to as “teachers”.

ARTICLE 2

IMPASSE PROCEDURES

- 2.1 If impasse is declared by either party pursuant to law or the Illinois Educational Labor Relations Board invokes mediation, both parties shall jointly request a mediator from the Federal Mediation and Conciliation Service (FMCS). Should FMCS be unavailable or if after a reasonable time the FMCS cannot assign a mediator, then the parties shall request a mediator from the American Arbitration Association.

ARTICLE 3

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

- 3.1 A member of the Association shall accompany the Board on building tours to provide input on matters relating to health and safety of building and grounds as deemed necessary by either party. The Board realizes its obligation to provide a generally healthful and safe environment for its employees. To this end, the Board, in its sole discretion, provided such is not unreasonably applied, will make a good faith effort to remedy problems brought to its attention in writing, which are likely to endanger the health, safety or well-being of its employees.
- 3.2 The Board shall, after written request from the Association President or designee, furnish the Association President or designee with the names of all newly hired members of the bargaining unit within ten (10) days after they are hired, shall provide requested written items within five (5) days after the request is made, and shall provide the Association with copies of non-personal, non-confidential correspondence from any carrier as determined by the Superintendent or the Board of Education. The Association President will receive information necessary to login to BoardBook.
- 3.3 (a) A designated bulletin board, at least 4 X 5 feet, to be used only by the Association will be placed in the dining area of each staff lounge. The Association shall not be denied reasonable use of said bulletin boards and teacher mailboxes for the posting and distribution of announcements of the Association provided 1) such announcements shall not contain any information derogatory to members, employees or agents of the Board and 2) such announcements do not involve endorsements of political candidates.
- (b) The Association shall not be denied the reasonable use of Board word processing equipment and duplicating equipment for Association announcements provided approval for use is granted in advance by the administrator responsible for such equipment and the Association promptly reimburses the Board for any damage to its equipment occasioned by such use and for the cost of all consumables and/or machine unit or like charges. The cost of all consumables and machine unit charges and itemization of like charges shall be submitted in writing to the Association President or designee no later than the third day of school.
- (c) The Association shall not be denied the reasonable use of meeting space in school facilities for Association meetings provided

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- (1) except in the case of an emergency, an Association written request is made to the Superintendent or designee at least forty-eight hours in advance of the meeting,
 - (2) such meeting space is available,
 - (3) such meeting neither interferes with the School District's education programs nor conflicts with school events or teachers' assignments,
 - (4) the Association promptly reimburses the Board for any damage and reasonable maintenance costs if such are incurred,
 - (5) at least 80 percent of those persons attending a meeting of 10 or more persons shall be members of the bargaining unit.
- (d) The Superintendent or designee shall meet with the Association President to seek recommendations for the school calendar prior to its adoption by the Board. By the first institute day of each school year, the Principals shall notify each teacher of the dates of the fall curriculum night, and the evening parent teacher conferences. The remaining evening event for the school year will be scheduled at least 30 calendar days in advance of the activity and will be determined at the building level.
- (e) The Superintendent shall provide teachers access to school buildings as appropriate. The Superintendent will receive input from the Association regarding building access times at the start of each school year.
- 3.4 (a) No teacher shall be suspended without pay except for just cause. Prior to the commencement of such suspension, the teacher shall be given reason for the suspension. Within 48 hours of the action, the teacher shall be given written notice of suspension and reason (s). The teacher has the right to grieve the suspension beginning with Step II of the Grievance Procedure.
- (b) No teacher shall be held on step without just cause. If a teacher is to be held on step for the coming school term, such teacher shall receive a notice that the Administration is going to recommend withholding step no later than sixty (60) days prior to the end of the current school term. Before the recommendation to the Board, the teacher, the Administration, and the Association representative, if requested by the teacher shall meet to discuss the reason(s) for step withholding. If the Superintendent still decides to recommend such action to the Board, the teacher may grieve the disagreement beginning with Step II of the Grievance Procedure.
- 3.5 In each school year there shall be three (3) days with at least one and one-half (1 1/2) hours set aside for record keeping purposes. These days shall be scheduled at or reasonably close to the end of each of the three (3) trimesters. Every effort shall be made

not to schedule any meetings requiring teacher attendance during the four (4) days after the end of the first and second trimesters. This provision does not apply to extracurricular paid positions. In addition, team articulation time for five (5) days may be devoted to record keeping. Trimester grades and/or progress reports will be due no earlier than four (4) school days after the end of each trimester. Teachers shall update student progress and/or graded work on no less than a bi-monthly basis using the District's electronic grading system.

- (a) Institute Days will run on a district-wide unified schedule. Teacher attendance times will be 8 AM to 3:15 PM.
 - (b) School Improvement Day activities will be determined at the building level (Building Leadership Team) with input from the Association. Activities may include, but are not limited to, data analysis, intervention planning and articulation.
- 3.6 If Parent-Teacher Conferences are held in the evening following a student attendance day, participating teachers shall receive equivalent release time the following day. Parent-Teacher Conferences held on days and/or evenings with no student attendance are not subject to equivalent release time.
- 3.7
- (a) Each teacher shall have the right, after making written request to the Superintendent or designee, to review the contents of his/her personnel file. Such review shall be by appointment during normal business hours at a time when such employee is not otherwise assigned and in a manner which shall not interfere with the operation of the School District. Such review shall be in the presence of a designated employee of the Board. The teacher shall be entitled to a representative at such review. The right to review does not extend to (1) all letters of reference received prior to employment and (2) evaluative material received by the Board prior to such employee's first employment day in the District. The review will be within five (5) days after the request was made.
 - (b) The teacher shall be given a copy of any material placed in his/her personnel file (except such material specifically listed above) concurrently with placement of such material in the file. The teacher shall have the right to place in his/her personnel file a written reaction of reasonable length to any material contained in his/her personnel file within ten (10) teacher employment days of the placement of such material in the personnel file.
 - (c) If written disciplinary material is to be placed in the personnel file of a teacher as a result of a complaint of a parent of a student, the teacher shall be provided with the facts and identity of the persons involved in the conduct giving rise to the reprimand. The teacher has the right to respond to such reprimand in writing and have the response placed in his/her file provided such response is given to the

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Superintendent within 10 days of the written reprimand. If a teacher gravely disagrees with such written reprimand the teacher may petition the Board for a hearing on the matter. The Board shall respond to the petition in writing within five (5) days of the next Board executive session.

- 3.8 (a) The teacher has the primary responsibility for evaluating student performance and issuing grades utilizing the approved means of evaluating student progress and the approved marking system. No grades may be changed without prior consultation with the teacher and without justification.
- (b) The classroom teacher has the primary responsibility for maintaining classroom discipline using the procedures outlined in the Board approved Student Conduct Code. The Board and the Administration acknowledge that maintenance of classroom discipline requires reasonable support from the Board and the Administration.
- 3.9 Neither the Association nor a teacher will assist, authorize or take part in a strike against the school district during the term of this Agreement.

3.10 Maintenance of Membership

The Board shall deduct from each teacher's pay the dues of the Association and of its affiliated organizations, provided that the teacher has previously executed an authorization for such deductions, and provided that such deductions shall not vary in amount from paycheck to paycheck during any single school term. This authorization shall remain in effect according to its terms, provided such may be revoked by giving fifteen (15) calendar days written notice to the Board. Such authorization shall be deemed to be automatically revoked upon termination of employment.

If the teacher terminates employment prior to the end of the school term, all monies owed the Association shall be deducted from the teacher's final paycheck if provided in the dues authorization executed by the teacher. All dues authorizations shall be effective no later than fifteen (15) calendar days following its receipt by the Board. All dues deducted by the Board shall be remitted to the Association no later than ten (10) calendar days after such deductions are made provided the Association shall, in accepting such dues, agree to hold harmless the Board for all actions pursuant to this section, provided the Board shall have complied therewith.

3.11 Fair Share

- (a) Each bargaining unit member who is initially employed after the date of ratification of this Agreement shall join the Association or pay a fair share fee to the Association within thirty (30) days of the effective date of this agreement or their commencement of duties, whichever is later.
- (b) In the event the bargaining unit member does not pay his fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the nonmember.
- (c) Such fees shall be paid to the Association by the Board after certification of the amount of the fair share fee by the Association as required under IELRB Rules. Such fees shall be remitted to the Association within the ten (10) days following deduction.
- (d) In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - (1) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires; and,
 - (2) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and asking relevant information available at both trial and all appellate levels.
- (e) The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- (f) The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of

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which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 Definition

- (a) Any claim by the Association or any employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.
- (b) All time limits consist of teacher employment days except during summer recess when time limits shall consist of all week days.
- (c) The grievance shall specify the section of the contract alleged to have been violated.

4.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee of the Association, a grievance may be processed as follows:

- (a) STEP I - The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Such grievance shall be submitted within fifteen (15) days of the occurrence of the grievance or within fifteen (15) days of when such occurrence should reasonably have become known. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- (b) STEP II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within five (5) days after receipt of the Step I answer. The Superintendent or designee shall arrange a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's or designee's written response, including the reasons for the decision.

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- (c) STEP III - If the grievance is not resolved at Step II, then the Association may refer the grievance to the School Board within ten (10) days after receipt of the Step II answer by filing a written appeal with the Superintendent. The Board shall arrange a meeting to take place within thirty (30) days after the receipt of the appeal. Within ten (10) days of the final meeting on the grievance, the Association shall be provided with the Board's written response, including the reasons for the decision.

 - (d) STEP IV - If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Step III answer, then the grievance shall be deemed withdrawn. The arbitrator shall have no power to alter the terms of this Agreement.
- 4.3 Bypass to Superintendent - If the Association and the Superintendent agree, Step I may be bypassed and the grievance brought directly to Step II.
- 4.4 Bypass to Board - If the Association and the Board agree, Step II may be bypassed and the grievance brought directly to Step III.
- 4.5 Bypass to Arbitration - If the Board and the Association agree, a grievance may be submitted directly to arbitration.
- 4.6 The grievant may elect to be represented at any stage of the grievance procedure. If the Association is neither the grievant nor the grievance representative, the Association shall have the right to be represented at all formal steps of the grievance procedure.
- 4.7 The Board shall provide such copies of relevant documents which are reasonably accessible and not unduly burdensome to produce and which are not privileged or otherwise prohibited from disclosure to the Association when such documents are necessary for the processing of any grievance upon written request by the Association to the Superintendent or designee specifying the documents requested. The Association shall promptly reimburse the Board for the costs of copying such documents.
- 4.8 No Reprisals Clause - No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.
- 4.9 If a grievance meeting shall be conducted at a time when the grievant or his/her representative is otherwise assigned, the grievant and/or representative shall be permitted to attend such meeting without loss of pay or benefits.

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- 4.10 Filing of Materials - All records related to a grievance shall be filed separately from the personnel files of the grievant.
- 4.11 Grievance Withdrawal - A grievance may be withdrawn at any level without establishing precedent and shall be treated as never having been filed.
- 4.12 No Written Response - If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.
- 4.13 The fees and expenses of the arbitrator shall be shared equally by the parties.
- 4.14 The time limits set forth in the Article may be extended in a specific instance by mutual agreement in writing.
- 4.15 The failure of the grievant and/or the Association to act within the time limits set forth in this Article shall preclude further appeal of the grievance.

ARTICLE 5

ASSIGNMENT AND VACANCIES

- 5.1 The Superintendent or designee shall notify all bargaining unit members through school email about any known vacancies or newly created positions within the bargaining unit or administration. In addition, job openings will be placed in staff workrooms.
- (a) Job openings shall remain posted for two (2) workdays. Outside postings may occur concurrently with internal postings. No outside interviews will occur during the internal posting period. No teacher shall be denied an interview for any vacancy as long as the interview is requested prior to final selection of candidates for the position by the Administration. As used herein, vacancy shall mean a full-time or regular part-time position, the filling of which requires the employment of an additional employee not currently employed within the bargaining unit or having recall rights under the terms of the Agreement or the law, rather than merely the reemployment of staff within the bargaining unit. A teacher requesting a specific transfer to a posted vacancy must notify the Superintendent or designee of his/her request in writing. The teacher shall have an interview for said vacancy. The teacher shall be notified in writing of the action taken on the transfer request. Current tenured employees applying for a vacancy in a bargaining unit position shall be given preference over outside applicants provided such employees are as qualified as the applicants.
- 5.2 All extracurricular vacancies, known or anticipated, shall be posted. No teacher shall be required to accept an extracurricular position. If there are no qualified internal applicants, outside candidates may be interviewed and hired.
- 5.3 Bargaining unit members who wish to resign from an extracurricular position shall notify the Board at least forty-five (45) days prior to the start date of the extracurricular activity.
- 5.4 Teachers shall be given written notice of their anticipated assignment for the forthcoming school year at least five (5) attendance days prior to the end of the current school term. No changes shall be made after August 1 of any year unless there is a mutual agreement between the teacher and the Board or a bona fide emergency exists. If an assignment is changed, the affected teacher shall be given written reasons for the change. Changes in assignment after August 1 shall not be for any unsubstantiated reasons. If the teacher wants to discuss the assignment change, the Superintendent or designee will arrange a meeting to discuss the change. The teacher may be accompanied at the meeting by an Association representative. If a teacher is dissatisfied with the changes, he/she may resign provided such resignation is consistent with the provisions of Section 5/24-14 of the Illinois School Code.

ARTICLE 6
CONDITIONS OF EMPLOYMENT

- 6.1 The teacher week shall not exceed 37.5 hours. Attendance at staff meetings, parent conferences, open houses, voluntary presentations to the Board, and extra time with students will not be counted in the above-required time. Teachers are required to be in their classrooms five minutes prior to the scheduled beginning of the school day and may leave after the completion of their professional responsibilities but in no event earlier than completion of the normal student day.
- 6.2 The work year shall consist of 183 teacher attendance days. The additional days beyond 180 will not be student attendance days. One-third (1/3) of the time generated each year by the additional days will be set aside for teacher-directed activities. Teachers participating in the District retirement plan in Section 8.13, below, will not be required to work beyond the number of teacher work days in effect in the school year in which the teacher was accepted for participation in the District retirement plan. For example, a teacher accepted for participation in the District retirement program during the 2015-2016 school year shall not be required to work more than 182 days in any remaining year of employment.
- 6.3 Each teacher shall receive duty-free preparation time within the teacher work day and at least 30 minutes of daily building-wide designated professional collaboration time as follows:

All full-time teachers in grades 6 through 8 shall be provided a total of 225 minutes per week.

All full-time K through 5 teachers shall be provided a total of 305 minutes per week.

Any teacher who teaches in more than one building shall be provided a total of 305 minutes per week.

Reasonable effort shall be made to include the following: at least one forty (40) minute plan period per day and plan periods of not less than fifteen (15) consecutive minutes. Passing time shall not be considered as plan time. When possible, plan time will be in equal daily increments. Reasonable effort shall be made to avoid teachers having to teach or supervise more than three and one-half (3.5) hours, more than once per week, without a plan period, team meeting or lunch period. If it becomes necessary for a teacher to teach longer than three and one-half (3.5) hours, the building principal, said teacher and an Association representative will meet to work out a mutually agreeable solution. Teachers who receive an overload compensation will be excluded from this clause.

- 6.4 Middle School teachers shall not be required to teach more than six (6) classes per day in addition to one supervision and one preparation period. If a full time teacher teaches more than six (6) classes per day, the teacher will be compensated for the overload schedule in an amount equal to one-sixth (1/6) of his annual salary excluding any extracurricular stipend for each additional instruction period.

Special Area Teachers, such as Art, Music, Technology, Physical Education, Healthy Minds, and Media Center shall not be required to teach more than seven (7) classes per day as defined by the master schedule. Any full time special area teacher who teaches an additional instructional period or double class will receive overload compensation as provided herein. Overload compensation will be prorated for any teacher whose overload schedule does not extend through the entire school year.

PE classes are considered overload if more than two (2) classes are combined per PE teacher per period. In the interest of student safety, PE class sizes and schedules will be reviewed by the School Board prior to the beginning of each school year.

Teachers who receive internal substitution pay or otherwise receive compensation for additional instructional classes shall not be eligible for overload compensation hereunder.

6.5 Class Size

The Board of Education is aware that class size and/or teaching load can affect the quality of instruction. The Board will attempt to provide a favorable pupil-teacher ratio in as many situations as possible. Financial considerations, staff availability and administrative considerations will weigh in class size decisions. The Superintendent will work closely with the Principals in establishing a reasonable teacher-pupil ratio.

6.6 Job Sharing

Job sharing is defined as a voluntary program providing two (2) tenured teachers the opportunity to share one (1) full-time equivalent teaching position. In the event that two (2) tenured teachers wish to be considered for job sharing, the teachers shall develop a proposal and present it to the Superintendent. The Board of Education shall consider each job share on an individual and case-by-case basis. The granting of any requests regarding a job-sharing proposal shall be at the discretion of the Board and shall be non-precedential in nature.

Teachers participating in the job-sharing program shall advance in their seniority status at their proportionate rate of employment.

6.7 Traveling Teachers

- (1) The District will provide traveling teachers with a minimum of twenty (20) minutes travel time between classes at different schools. Any traveling teacher shall be provided with preparation time and lunch periods as would any other teacher and traveling time shall be scheduled so as not to infringe on these relief periods. Traveling shall be scheduled so as to allow sufficient time for adequate take down and clean up at one work site, and adequate set up at the next work site.
- (2) There will be one (1) parking space per traveling classroom teacher at each facility as needed.
- (3) Each traveling teacher will be provided with a building key for access to the building entrance closest to the designated parking spaces.

ARTICLE 7

LEAVES

7.1 Association Leave

The Association shall be entitled to ten (10) school days of Association leave per year for purpose of sending representatives to IEA/NEA sponsored conferences, conventions or workshops. Teachers authorized by the Association to take such leave shall be released from duties without loss of pay subject to the following:

- (a) The Association shall give the Superintendent or designee written notice of the name of the teacher authorized to take such leave, the dates of such meetings, and the meetings involved at least ten (10) teacher employment days in advance of the day such teacher shall be absent;
- (b) The Association shall reimburse the District in an amount equal to the existing substitute rate for each leave day on which a substitute is actually employed;
- (c) The total absence of any individual teacher is not to exceed three (3) days per school year; and
- (d) Reasonable effort will be made to have only two (2) teachers per building on Association leave at the same time.

7.2 Sick Leave

Each full-time teacher shall be entitled to twelve (12) sick leave days per school term without loss of pay. Each full-time teacher shall be entitled to three hundred forty (340) days accumulation of unused sick leave days. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household.

Serious illness as used herein shall mean a life threatening circumstance or a medical emergency. The immediate family for purposes of this Article shall include all persons designated as such by The School Code. Sick leave shall not be utilized for purposes of cosmetic surgery (except as such shall be reasonably incident to some other illness or disability) and/or for any matter which may be reasonably postponed to a recess or vacation period.

7.3 Sick Bank Leave

The Board agrees to the establishment of a Sick Leave Bank by the Association. The intent of the Bank is to provide extended sick leave to eligible teachers who incur a period of prolonged personal illness. The Association President or designee shall administer the Sick Leave Bank. Eligible teachers' participation in the Bank shall be on a voluntary basis, subject to the rules and regulations established by the Association. All matters that concern the policies and administration of the Sick Leave Bank shall be governed by the Association.

The Association agrees with respect to the operation of the Sick Leave Bank that it will hold harmless, defend, and indemnify the Board, its members, employees and/or agents as regards any action, complaint, or suit of any type. In the event any action, complaint or suit of any type in any form shall be brought against the Board, its members, employees and/or agents, the Board shall retain the exclusive right to select counsel to defend such action, complaint, or suit and/or to determine whether such action, complaint, or suit should be compromised or settled. The Association shall pay the cost for the defense.

7.4 Personal Business Leave

Each teacher shall be entitled to three (3) days of personal business leave without loss of pay for matters which cannot be handled during non-school days or hours. Personal leave days taken during the first two (2) days of the school year or the last two (2) days of the school year or the day preceding or following any school holiday or on any staff development or parent/teacher conference days must be preapproved by the employee's direct supervisor. Denial of these personal leave days may not be arbitrary and capricious. Reason(s) for denial must be given in writing. Personal leave days may be used at any time for fulfillment of parental obligations.

Such leave shall not be used at any time for participation in any work stoppage of collective bargaining unit, or an activity which will produce income for the teacher. Unused Personal Days shall accumulate as sick leave.

7.5 Bereavement Leave

For the purposes of bereavement, employees shall be eligible for paid leave as follows:

- (1) Up to five (5) days for each death in the immediate family or household. For the purposes of this section, immediate family shall mean the employee's spouse, domestic partner, son, daughter, mother, father, brother, sister, corresponding in-law or step relation, grandchild, grandfather, grandmother and any person for whom the employee is legal guardian.

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- (2) Up to two (2) days for the death of an aunt, uncle, cousin, niece, or nephew by birth or marriage or legal agreement.
 - (3) Up to one (1) day for the death of a student or a parent of a student as approved by the employee's Building Principal.
- 7.6 A teacher has the right to use up to three (3) excused days with pay for observance of recognized religious holidays of the teacher's faith. In accordance with the requirements of the Illinois Human Rights Act, each teacher shall notify the Board in writing of the intent to use the days in accordance with the Act. The teacher shall provide compensatory services for an equivalent number of days used for the religious observance. The compensatory days shall be mutually determined by the teacher and Principal with final approval by the Superintendent and shall be utilized for curriculum work or other professional endeavors.
- 7.7 Military Leave
- Any teacher of the District who is mobilized into one of the uniformed services shall be granted leaves of absence based on the time of service. "Uniformed services" is defined as: the Armed forces, the Army National Guard and the Air Force National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, or any other persons designated by the President in time of war or national emergency. "Armed forces" is defined as the "Army, Navy, Air Force, Marine Corps and Coast Guard." The Army National Guard includes the reserve component of the Army and the Air National Guard includes the reserve component of the Air Force.
- (a) Regular compensation from the District plus any health insurance or other benefits shall continue for the duration of the employee's military service. The amount of the employee's base pay for military service shall be deducted from the employee's District compensation, but any compensation for travel, meals, or housing shall not be deducted.
 - (b) Military service shall not cause any loss or diminishment of any employee health insurance or other benefit, seniority credit, and any incremental increases in the salary schedule. A teacher hired to replace one called into active service shall not earn tenure credit.
 - (c) Upon return from military service, the teacher shall be guaranteed a position for which he or she is qualified to teach.
- 7.8 The Board shall pay the regular salary to teachers called to serve as jurors reduced by the amount of compensation received by the teachers for such service when such service

cannot be reasonably postponed to recess or vacation period. Teachers on such service shall make every effort to meet their classes when their services are not required.

7.9 On days when school is officially closed, any prearranged leave days charged against teachers shall be re-credited to their allowances.

7.10 Leave of Absence – Unpaid

- (a) In all instances where a teacher is granted an unpaid leave of absence of eight (8) calendar months or more, as a condition thereof, the teacher shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave that she/he intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District.
- (b) The Board may grant a leave of absence without pay to a tenured teacher for a purpose it, in its discretion, deems appropriate and beneficial to the School District for a period of up to one (1) school year upon such terms and conditions as the Board may elect. The granting, withholding or conditioning of such leave of absence shall be non-precedential with respect to any other request for such leave by such teacher or any other teacher. The teacher shall have the right to submit written data supporting any such leave request.
- (c) Sabbatical leaves may be granted to tenured teachers in the sole discretion of the Board, and if granted, shall be in accordance with provisions of The School Code. Any teacher granted sabbatical leave may be required as a condition thereof to execute a promissory note or other instrument to condition repayment of compensation during the period of sabbatical leave if the teacher does not return to service for at least one (1) year following the expiration of such sabbatical leave or if the teacher does not perform the programs that are the basis of the sabbatical leave.
- (d) As a condition precedent to any unpaid leave of absence, the teacher shall agree to waive any claim to unemployment compensation during the period of such leave of absence or any recess or vacation period immediately preceding or succeeding such leave.
- (e) A teacher on an approved leave of absence may return to employment prior to the conclusion of the leave by mutual agreement between the teacher and the Superintendent or designee.

7.11 Maternity/Child-Rearing/Paternity/Adoption Leave of Absence

A teacher who has entered upon contractual continued service shall be eligible for maternity/child rearing/paternity/adoption leave without pay. The approximate beginning and ending dates shall be mutually determined by the Superintendent and the employee prior to the request being presented to the Board for approval with primary consideration given to maintaining the continuity of student instruction to the maximum extent possible. The leave shall not exceed the balance of the school year in which it commences. However, if the teacher submits a written request for an extension by February 15, the Board may elect to grant an extension of the leave for up to one additional school year.

Under unusual circumstances, a probationary/non-tenured teacher may request leave pursuant to, and subject to, this Article 7.11, which the Board shall grant or deny in its sole discretion. However, the granting of leave to one probationary/non-tenured teacher shall not constitute a precedent for granting of leave to any other, rather each case will be judged upon its own merits.

- (a) In instances of the teacher's (or teacher's spouse's) pregnancy, the teacher shall advise the Superintendent or designee of the fact of pregnancy no later than the end of the sixth (6th) month of pregnancy. Application for such leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.
- (b) In the case of adoption, the teacher shall advise the Superintendent or designee as soon as practicable of the anticipated date of placement of the child with the adoptive parent(s), or placement of the child in the teacher's home. If possible, application for such leave shall be made in writing at least ninety (90) days prior to the anticipated placement of an adopted child, or as soon thereafter as the anticipated placement date is known.
- (c) Subject to the terms of the applicable group policies, the teacher may maintain insurance benefits during the leave by making timely payments of all premiums which may be due to the District, or as otherwise directed by the District Office.
- (d) A teacher who does not apply for, or who is not eligible for, leave pursuant to this Article 7.11 may use accumulated paid sick or personal leave for the purposes, and to the extent, permitted by the Illinois School Code.

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- (e) A teacher on an approved leave of absence pursuant to this Article 7.11 may return to employment prior to the conclusion for the leave if such early return is approved in writing by the Superintendent.

7.12 Teachers may take leave subject to the provisions of the Family Medical Leave Act (FMLA). Either the teacher or the Board may request that accumulated sick leave or personal leave be utilized prior to the beginning of the unpaid leave. The teacher shall not be required to use accumulated sick leave prior to or concurrently with FMLA leave. Total FMLA leave cannot exceed twelve weeks during any year. For purposes of FMLA leave, a year shall begin at the beginning of any leave pursuant to the FMLA.

ARTICLE 8

COMPENSATION AND FRINGE BENEFITS

- 8.1 (a) The compensation schedules for the 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022 school years are set forth in Appendix C.
- (b) The extra duty schedule is set forth in Appendix B.
- 8.2 Teachers will receive their salaries over a twelve (12) month period. Pay periods shall be twice per month on the 15th and 30th unless that day falls on a weekend or legal holiday. In such cases, salaries will be paid on the business day prior to a weekend or holiday.
- 8.3 Health/major medical, vision, and dental insurance will be available under a group plan for all teachers. The teacher may select insurance plans as determined by the District Insurance Committee. The Board reserves the right to add additional insurance plan options in order to provide an affordable plan option providing required minimum value as that term is defined under the federal Patient Protection and Affordable Care Act or regulations issued pursuant to the Act. If design changes to the existing plan options are needed to ensure the Board is not required to pay penalties, fines, or similar assessment to the Internal Revenue Service or other federal agency, the Board and the Association will meet to negotiate the changes and the impact thereof.

Premiums for individual health, vision, and dental insurance coverage will be funded by the District on a yearly basis as defined below.

Health, Vision, and Dental Insurance – Monthly Contribution per School Year

2017	2018	\$1414.77
2018	2019	\$1443.07*
2019	2020	\$1471.93
2020	2021	\$1501.37
2021	2022	\$1531.39

*If at any time prior to July 31, 2019:

1. The District is required by law or regulation to make increased employer or employee contributions to the Illinois Teachers' Retirement System ("TRS"); or
2. The District is assessed additional health insurance costs, fees, or contributions as a result of the implementation of provisions of the federal Affordable Care Act;

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then the Board's contributions toward health dental and vision insurance premiums as set forth above will be reduced to reflect a one percent (1%) annual increase each subsequent year of this Agreement.

If the annual premium for such insurance coverage is less than the annual maximum amount the Board has agreed to pay, then the difference may be applied toward:

The premium for spouse or domestic partner, dependent, or family coverage,
The premium for additional life insurance, and/or disability insurance,
The premium for additional vision, and/or dental insurance.

Teachers will be able to use the insurance allowance to purchase medical, vision, and dental insurance coverage. When a teacher refuses coverage the allowance is also refused. When a balance remains after Medical and Dental insurance have been selected those funds may be deposited in a flexible spending plan to provide reimbursement for eligible medical and/or dependent care expense as provided in Section 125 of the Internal Revenue Code. The teacher must use the funds in their flexible spending accounts within the plan year September through August, or forfeit the unspent funds.

If the premium increase in any given year exceeds the amounts set forth above, the individual members will pay up to the next two percent (2%) of the increase. Any premium increase over twelve percent (12%) of the previous year's amount as set forth above, will be paid fifty percent (50%) by the District and fifty percent (50%) by the individual member.

An ongoing committee to study insurance, seek bids, make recommendations, etc., will be maintained. Any changes to the present coverage or carrier of insurance will be made only after the Board and the FEA conclude any bargaining obligations with respect to a decision to change coverage or carriers.

The District Insurance Committee shall be comprised of the following representatives: five (5) FEA members, two (2) administrators, two (2) non-certified staff members, and one (1) Board of Education member.

- 8.4 A Flexible Spending Account and/or a Health Savings Account, which meets federal regulations, shall be available to each teacher. The Board shall pay administrative costs associated with these plans.
- 8.5 Horizontal advancement on the compensation schedule shall be conditioned on prior written approval of the Superintendent or designee for completion of approved, accredited courses, in the teacher's major or minor teaching field, or directly relevant to

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the teacher's teaching assignment, or leading to an additional endorsement/licensure area, a masters, doctoral, or certificate of advanced study degree. Such approval or denial shall be within the sole discretion of the Superintendent or designee and it is understood by the parties that insufficient course rigor is among the reasons a course may be denied. Courses shall be offered through university programs on-site or online, but at no time will workshop/graduate credit be accepted. Courses approved for credit must be completed after securing employment at Fremont School District 79. Courses shall be taken through fully accredited institutions of higher learning and shall be at the graduate level. The Superintendent or designee has ten (10) days to respond to a request for approval. If coursework is denied, the Superintendent or designee shall provide written reasons for such denial.

Approved coursework must be completed by September 1 or February 1 and evidence of successful completion shall be submitted prior to October 15 to be considered for horizontal advancement on the compensation schedule at the beginning of the school year or by February 15 to be considered for half-year advancement. Only approved coursework completed after the acquisition of a Master's Degree shall be utilized for advancement to lanes beyond the Master's Degree lane.

Each teacher shall be reimbursed up to \$150.00 per credit hour up to twelve (12) credit hours per teacher per year to an aggregate annual maximum of \$75,000 across the District. Reimbursement is conditioned upon prior approval of the course by the Superintendent or designee. Reimbursement shall be made after evidence of successful completion of course with a grade of B or better and proof of payment have been submitted to the Superintendent. The course is counted in the fiscal year where it is completed for reimbursement purposes. The fiscal year runs July 1 - June 30.

Teachers with a Master's Degree plus 32 hours may choose to take a course with the option of receiving CPDU/CEU credits at an accredited institution rather than credit hours. Each teacher shall be reimbursed up to \$100 per 15 CPDU/CEUs, not to exceed the cost of the course. Reimbursement is conditioned upon prior approval of the course by the Superintendent or designee. Reimbursement shall be made after evidence of successful completion of coursework and proof of payment have been submitted to the Superintendent.

Coursework reimbursement will be prorated for part-time employees.

- 8.6 Movement on the compensation schedule shall be limited to no more than two (2) lanes per year.

Teachers employed more than 93 school days exclusive of any school days on unpaid leave in this District during the school term preceding the school year in question shall be

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entitled to advance one vertical step provided the teacher is not denied movement as provided in Section 3.4 (b) of Article 3.

- 8.8 Term life insurance shall be provided at no cost to the participant in an amount equal to the participant's base salary, rounded to the nearest one thousand (\$1,000) dollars. The amount of coverage will be adjusted accordingly one time each year on September 15 to reflect the base salary of the participant as of that date.
- 8.9 Reimbursement for employment-related travel shall be established by the Internal Revenue Service as a permissible business expense as of July 1 preceding the school term.
- 8.10 Part-time teachers employed by the District shall receive prorated benefits including, but not limited to, fringe benefits, sick leave, and personal leave. Participation of such part-time teachers in any group insurance program shall be subject to reasonable enrollment and other requirements of the insurance carrier or administrator of program. A part-time teacher is expected to participate in 4 full teacher institute days, 2 full parent/teacher conference days, and 2 evening events such as curriculum night and art/academic or family night. Salaries will be prorated to include full day salaries for those 8 dates annually.
- 8.11 Summer School

All Fremont teachers will be considered first for summer school positions. Teachers shall be notified should a decline in enrollment necessitate "collapsing" of sections.

Summer Program

Building administration will collect proposals for summer programs. All Fremont teachers who have appropriate qualifications and teaching experience at a given level will be given the opportunity to submit a proposal for consideration. All submitted proposals shall be considered by Building Leadership Team. Teachers shall be notified should a decline in enrollment necessitate "collapsing" of sections.

8.12 Retirement

(a) Eligibility

A teacher may apply for retirement benefits under the following conditions:

- (1) After completing at least fifteen (15) years of full time teaching service in the District; and

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- (2) Is considered by the Illinois Teachers' Retirement System ("TRS") to be eligible to retire and receive a TRS pension at the time of retirement; and
- (3) Has an effective retirement date at the end of a school year, but no later than June 30, 2025, provided, however, that this retirement program shall not be available to any teacher who elects to participate in any TRS program which requires an employer/Board contribution or "penalty"; and
- (4) Has submitted a Letter of Intent to Retire as required below.

(b) Procedures

In order to be eligible to participate in this retirement program, a teacher must submit an irrevocable letter of intent to retire to the Superintendent, setting forth a desired retirement date at the end of a school year not later than June 30, 2025. This letter of intent to retire must be received by the Superintendent by October 15 of any year of this Agreement, the latest available notice date being October 15, 2021.

A teacher who fails to meet the eligibility requirements above at any time, shall be required to reimburse the District for the value of all salary and benefits received under this retirement program that exceed what the teacher would have otherwise earned had he or she not participated in this retirement program. The administration, with input from the teacher, will develop a repayment plan of deductions from the teacher's remaining paychecks and additional deductions, if necessary, will be made from any post-retirement payments the teacher would otherwise be entitled to receive.

Participating teachers who elect to retire under the provisions of this program will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

(c) Benefit

(1) Stipend

As a voluntary retirement benefit for bargaining unit members who qualify as provided above, the Board agrees to increase the teacher's TRS creditable earnings by four percent (4%) over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's

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employment in the District in lieu of any other raise, step, or other creditable earnings increase the teacher may otherwise have been entitled to. This increase will be granted beginning in the school year in which the teacher gives notice as provided above.

When a teacher elects to retire, any necessary adjustments that implement the four percent (4%) creditable earnings increases shall be prorated over the remaining pay periods starting with the first pay period after the Board's approval of the teacher's participation. A retiring teacher may receive no more than four (4) years of four percent (4%) creditable earnings increase under this program. It is the intent of the parties that the four percent (4%) increases will be paid in the teacher's final years of employment. A teacher for whom an extra duty stipend was part of the teacher's creditable earnings in the school year prior to the school year in which notice is given and who ceases to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive a creditable earning increase exceeding six percent (6%) over the teacher's prior year's creditable earnings.

(d) Program Duration

Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members beyond that set forth in Section (c). The benefits set forth above will not be regarded as a policy, custom, practice, or contractual agreement between the parties beyond the term of this agreement. Nothing in this Agreement, however, shall be deemed to prohibit the parties from mutually agreeing to amend this Agreement or to continue this Agreement during or after July 31, 2022. Persons submitting notice of intent to retire under this program prior to October 15, 2021, will continue to receive the benefits of this program, despite the expiration of this Agreement.

(f) Reopener Understanding

It is agreed that the Association will come to the table to listen/talk to the Board if legislation is passed that affects TRS and causes significant changes with financial implications to the District. It is understood that these discussions will not commit the Association or the Board to make any changes to the Agreement. Additionally, the Board shall not impose any changes to the Agreement. This

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reopener understanding will only be in effect for the duration of this Agreement.
It will not remain a part of any successor agreement.

ARTICLE 9

SENIORITY IN REDUCTION IN FORCE

Layoffs (reduction in force) will be conducted in accordance with the terms of Section 24-12 of the School Code.

Length of continuous service in the District as utilized in Section 24-12 of The School Code shall be defined as follows:

(a) Years of continuous service as a tenured teacher in the District. Tenured on unpaid leaves of absence of more than ninety (90) consecutive employment days shall not be counted in determining seniority. Such unpaid leaves of absence approved by the Board shall not constitute an interruption of teaching service.

(b) If years of continuous service as tenured teacher are equal between two or more teachers, then seniority shall be determined by years of continuous service as a teacher in the District. (Such service shall be computed as described in (a) above.)

(c) If total continuous service as a teacher with the District is equal between two or more teachers, then seniority shall be determined by total service as a teacher with the District whether or not continuous. (Such service shall be computed as described in (a) above.)

(d) If a tie remains after the application of the procedures as described in (a), (b), and (c) above, the order of dismissal and/or recall shall be determined by lot.

ARTICLE 10

EFFECT OF THE AGREEMENT AND DURATION

- 10.1 Any individual contract between the Board and an individual bargaining unit member heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 10.2 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.
- 10.3 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement by the parties. Therefore, the Board and Association for the life of this Agreement each voluntarily and unqualifiedly waive any right which may otherwise exist to negotiate over specific matters within any general subject area which is either referred to in this Agreement or which was referred to in a proposal or counterproposal made by either party during the course of negotiations for the term of this Agreement.
- 10.4 All functions, right and powers or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board.
- 10.5 If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 10.6 This Agreement shall be effective as of August 19, 2017, and shall continue in effect until August ~~18, 2017~~ July 31, 2022. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a Successor Agreement.

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ACCEPTANCE OF THE 2017-2022 AGREEMENT BETWEEN THE BOARD OF EDUCATION OF DISTRICT 79 AND THE FREMONT EDUCATION ASSOCIATION, IEA, NEA.

FOR THE ASSOCIATION



President



Secretary


1/30/17

Date

FOR THE BOARD



President



Secretary

January 30, 2017

Date

APPENDIX A – Teacher Evaluation Procedure

Philosophy of Evaluation

It is the position of Fremont School District 79 that evaluation is for the purpose of professional growth and improvement of instruction. It is believed that all persons can improve in some aspect of their professional performance. The summative evaluation is a summary of the instructional and supervisory activities and evidence collected by the administrator responsible for evaluating this teacher. Successful evaluation is the result of on-going evidence collection and communication between the teacher and the evaluator. The summative evaluation should reflect an overall perspective of this on-going process.

The parties agree to abide by, and to conform the evaluation plan as necessary, to meet all requirements of the School Code, the *Performance Evaluation Reform Act* (“PERA”), Part 50 and any accompanying regulations issued by the Illinois State Board of Education when PERA implementation activities are required of the District.

Procedures

The Board and Association agree to use the procedures as outlined in The Fremont Evaluation Plan, will follow a research-based instructional framework, using an online platform, for all formal evaluations. Any future revisions to such procedures shall be recommended by the Evaluation Committee. Such recommendations shall be brought to the Board and Association for approval. Concerns regarding the evaluation process, including forms, shall be brought to and addressed by the Evaluation Committee.

The Board and the Association has established an Evaluation Committee which will meet to assess and, if needed, modify or adapt the Fremont Evaluation Plan so that it conforms to requirements and deadlines set forth by PERA and Part 50. The Evaluation Committee will be made up of members divided equally between the administration and Association. The District and Association shall select their members to the committee and shall determine co-conveners to set the committee’s agenda and determine meeting dates. The Evaluation Committee shall monitor the implementation and use of the Fremont Evaluation Plan. Decisions of the committee shall be by consensus. Proposed changes to the Fremont Evaluation Plan shall be presented to the Board of Education and the Executive Board of the Association for approval.

Evaluation of Tenured Teachers

At the beginning of each school year or by the first student attendance (IL Admin Code 50.100(c)) day of school, Administration will inservice all teachers to be evaluated on the requirements and procedures of the Fremont Evaluation Plan. This meeting will include an overview of the philosophy of the plan, and an explanation of the instruments used in this process.

I. Two Year Cycle

- A. A tenured teacher who has received an “Excellent” or “Proficient” performance evaluation rating in his or her last performance evaluation must be observed at least twice during the two-year evaluation cycle, with at least one observation being formal. At the end of the two year cycle, teachers on tenured status will receive their summative evaluation by June 1.
- B. At the discretion of administration, provided such discretion is not arbitrary, capricious, or unreasonably applied, a tenured teacher may be evaluated at any time within his or her two year cycle. All teachers shall receive a minimum of 24 hours advance notice of the Formal Observation.
- C. The building principal has the authority and responsibility to organize and direct all evaluation activities within his or her buildings. Qualified administrators will be responsible for the evaluation of all teachers on staff. The schedule for evaluating tenured teachers will be decided by school administration.
- D. A tenured teacher who has received a “Needs Improvement” or “Unsatisfactory” performance evaluation rating in his or her last performance evaluation shall be observed at least three times during the school year following such evaluation rating, with at least two of the observations being formal.
- E. Formal observations will follow a clinical supervision model which will include the following:
 - 1. Pre-conference before each formal observation during which the teacher and evaluator shall agree on the lesson to be observed and review the pre-observation form.
 - 2. The primary element in clinical supervision is the systematic observation of the teaching process. Observation and collection of evidence will be the process used by the supervisor.
 - 3. A post-observation conference will take place within five school days

after each observation. The purpose of these meetings between the teacher and evaluator will be to reconstruct the observed lesson, provide specific strengths and areas in need of improvement, and recommendations for improvement.

- F. Informal classroom observations, at the discretion of the administration, provided such discretion is not arbitrary, capricious, or unreasonably applied, may take place for any staff member during the course of the school year. If a deficiency is noted in the Informal Observation, the staff member will be notified in writing within 24 hours. Any deficient, informal observation that is to be included in an evaluation report must be documented and discussed with the tenured teacher within 10 school days of the observation.

II. Summative Evaluation

- A. The Summative Evaluation Conference is the final review and analysis of all information relating to the performance of the teacher including evidence obtained through the clinical observation process. For tenured teachers, this conference will be held at least two school days prior to the last day of student attendance.
- B. The final performance rating will be a combination of the Teacher Practice Rating and the Student Growth Rating. Each teacher shall be given a rating of “Excellent”, “Proficient”, “Needs Improvement”, or “Unsatisfactory”. The definitions of these terms are as follows:

Excellent: Teacher exceeds expectations across key domains including: Planning and Preparation, Environment, Instruction/Delivery of Services, and Professional Responsibilities.

Proficient: Teacher meets expectations across key domains including: Planning and Preparation, Environment, Instruction/Delivery of Services, and Professional Responsibilities.

Needs Improvement: Teacher does not consistently meet expectations across key domains including: Planning and Preparation, Environment, Instruction/Delivery of Services, and Professional Responsibilities.

Unsatisfactory: Teacher does not meet expectations across key domains including: Planning and Preparation, Environment, Instruction/Delivery of Services, and Professional Responsibilities.

III. Professional Development Plan (PDP) and Remediation Plan

If a teacher is given an overall Needs Improvement or Unsatisfactory rating on a summative evaluation, the following procedure will apply:

Within 30 school days after the summative evaluation resulting in a rating of Needs Improvement or Unsatisfactory, a PDP or Remediation Plan will be established. The plan will be designed to correct the areas identified as Needing Improvement or deemed Unsatisfactory. The plan will be developed and initiated by the administrator, the teacher and his or her representative, if so desired, provided the areas identified are deemed remediable in accordance with Section 5/24-12 of The School Code (105 ILCS 5/24-12) and PERA (105 ILCS 5/24A et seq.).

- A. The PDP or Remediation Plan shall provide for evaluations and ratings to occur as required by the School Code (105 ILCS 5/24A et seq.).
- B. Needs Improvement (Tenured Teacher) - PDP
 - 1. Required next steps: Development of a PDP by the evaluator in consultation with evaluated teacher.
 - 2. Required plan timing and duration
 - a. A PDP must be developed within 30 school days.
 - b. There is no requirement for PDP duration.
 - c. A PDP may cross academic years.
 - 3. Required components
 - a. PDP must explicitly address areas of performance that the tenured teacher needs to improve.
 - b. PDP must take into account the teacher's ongoing professional responsibilities (including his or her regular teacher assignments).
 - c. PDP must be aligned to Learning Forward Standards for Professional Learning.
 - 4. Required follow-up for tenured teacher with Needs Improvement rating
 - a. Tenured teachers with Needs Improvement ratings must be evaluated once in the school year following the receipt of a Needs Improvement rating.
 - b. Tenured teachers with a Needs Improvement rating who are subsequently evaluated and receive a new rating equal to or better than Proficient must be reinstated to the regular tenured teacher

- evaluation cycle.
- c. A Tenured teacher earning a Needs Improvement rating who does not receive a new rating equal or better than Proficient will return to the annual evaluation cycle.
- C. Unsatisfactory (Tenured Teacher) - Remediation Plan
 - 1. Required next steps: Development of a remediation plan by the Administration in consultation with the consulting teacher.
 - 2. Required plan timing and duration
 - a. A remediation plan must be developed within 30 school days.
 - b. Remediation plans last 90 student attendance days.
 - 3. Required components
 - a. Teachers must be evaluated at the midpoint and end of the 90-school-day remediation period.
 - b. The remediation plan must be aligned to Learning Forward Standards for Professional Learning.
 - 4. Required follow-up for tenured teacher with Unsatisfactory rating
 - a. At the conclusion of the remediation plan, if the teacher is rated Proficient or better, the teacher shall be evaluated the following year. If the teacher is not rated Proficient or better, dismissal proceedings will commence in accordance with the School Code.
 - b. If a tenured teacher successfully completes a remediation plan but receives a rating of Unsatisfactory in the 36-month period following completion of the plan, then the district may forego remediation and seek dismissal.

Evaluation of Non-Tenured Teachers

- I. Cycle
 - A. Non-tenured teachers will be evaluated every year. Each evaluation of a non-tenured teacher shall include a minimum of three formal classroom observations. Non-tenured teachers shall receive a minimum of 24 hours advance notice of the Formal Observations.
 - B. Formal observations will follow a clinical supervision model which will include the following:

1. Pre-conference before each formal observation during which the teacher and evaluator shall agree on the lesson to be observed and review the pre-observation form.
 2. The primary element in clinical supervision is the systematic observation of the teaching process. Observation and collection of evidence will be the process used by the supervisor.
 3. A post-observation conference will take place within five school days after each observation. The purpose of these meetings between the teacher and evaluator will be to reconstruct the observed lesson, provide specific strengths and areas in need of improvement, and recommendations for improvement.
- C. Informal classroom observations, at the discretion of the administration, provided such discretion is not arbitrary, capricious, or unreasonably applied, may take place for any staff member during the course of the school year. If a deficiency is noted in the Informal Observation, the staff member will be notified in writing within 24 hours. Any deficient, informal observation that is to be included in an evaluation report must be documented and discussed with the non-tenured teacher within 10 school days of the observation.

II. Summative Evaluation Report

- A. Summative Evaluation Conference is the final review and analysis of all information relating to the performance of the teacher including evidence obtained through the clinical observation process. Each non-tenured teacher shall receive the summative evaluation report by March 15 of each school year.
- B. The final performance rating will be a combination of the Teacher Practice Rating and the Student Growth Rating. Each teacher shall be given a rating of “Excellent”, “Proficient”, “Needs Improvement”, or “Unsatisfactory”. The definitions of these terms are as follows:

Excellent: Teacher exceeds expectations across key domains including: Planning and Preparation, Environment, Instruction/Delivery of Services, and Professional Responsibilities.

Proficient: Teacher meets expectations across key domains including: Planning and Preparation, Environment, Instruction/Delivery of Services, and Professional Responsibilities.

Needs Improvement: Teacher does not consistently meet expectations across key

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domains including: Planning and Preparation, Environment, Instruction/Delivery of Services, and Professional Responsibilities.

Unsatisfactory: Teacher does not meet expectations across key domains including: Planning and Preparation, Environment, Instruction/Delivery of Services, and Professional Responsibilities.

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APPENDIX B - Extra Duty Pay

Position	1-3 Years	4+ Years
Coaching		
Co-Ed Soccer	2,500	3,500
Boys' Basketball – 8th Grade	2,500	3,500
Boys' Basketball – 7th Grade	2,500	3,500
Girls' Basketball – 8th Grade	2,500	3,500
Girls' Basketball – 7th Grade	2,500	3,500
Boys' Volleyball – 8th Grade	2,500	3,500
Boys' Volleyball – 7th Grade	2,500	3,500
Girls' Volleyball – 8th Grade	2,500	3,500
Girls' Volleyball – 7th Grade	2,500	3,500
Boys' Cross Country	2,500	3,500
Girls' Cross Country	2,500	3,500
Boys' Track	2,500	3,500
Girls' Track	2,500	3,500
Track Assistant(s)	1,500	2,000
Cheerleading Coach – 8th Grade	2,000	3,000
Cheerleading Coach – 7th Grade	2,000	3,000
PomPon – 8th Grade	2,000	3,000
PomPon – 7th Grade	2,000	3,000
Intramural	1,500	2,000

*Agreement Between
The Board of Education of District 79 and The Fremont Education Association, IEA, NEA*

Athletic Director	6,000	6,000
Advisors, Coordinators, Directors		
National Junior Honor Society (2 Middle School)	2,500	3,000
Student Council Advisor (2 Middle School)	2,500	3,000
Student Council Advisor (1 Intermediate School)	2,500	3,000
Scholastic Bowl (2 Middle School)	2,500	3,000
Yearbook Advisor	2,500	3,000
Bus Safety Program Coordinator	2,500	3,000
Musical/Drama Director	2,500	3,500
Musical/Drama Assistant Director	2,000	3,000
Musical Set Designer	1,500	2,500
Show Choir Director	1,500	2,500
Bus Supervision – P.M.	1,500	1,500
Graduation Advisor	400	400
Graduation Chorus Director	250	250
Spelling Bee Coordinator	150	150
Talent Show Coordinator	300	300
Library Program Director	6,000	6,000

Pay Per Period

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Internal Subbing			35
Minor Detention (lunch time)			25
Major Detention (before/after school)			35
Lunch/Recess Supervision			30
Pay Per Event			
Dance Chaperone			65
Special Events Chaperone			35
Pay Per Game			
Crowd Control			30
Scorebook			30
Clock			30
Pay Per Hour			
After School Study Hall			30
Home Bound Tutor			35
Committee Work			40
Summer School Teacher			40
Summer School Teacher's Assistant			30
Overnight Supervision Staff Director			
One Night & Director pay	300	700	

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Two Nights & Director pay	500	900
Three Nights & Director pay	700	1,200
Four Nights & Director pay	900	1,500
Pay Per Position		
Band		
Intermediate School Jazz Bands		1,000
Middle School Jazz Bands		3,000
4th/5th Grade Bands		3,000
6th/7th/8th Grade Bands		3,500
Special Events such as, but not limited to:		
Science Fair		550
Art Fair		550
Problem Solving Bowl		550
Odyssey of the Mind		550
Science Olympiad		550
Field Day		300
Author in Residence Program		550
Young Authors		550
Clubs		650
Newspaper		550

Fremont School District 79 Certificated Pay Matrix - FY18-22

	1	2	3	4	5	6	7	8	9
	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32
1	38,344	39,878	41,473	43,132	44,857	46,651	48,517	50,458	52,476
2	39,111	40,675	42,302	43,994	45,754	47,584	49,488	51,467	53,526
3	39,893	41,489	43,148	44,874	46,669	48,536	50,477	52,497	54,596
4	40,691	42,319	44,011	45,772	47,603	49,507	51,487	53,547	55,688
5	41,505	43,165	44,892	46,687	48,555	50,497	52,517	54,617	56,802
6	42,335	44,028	45,789	47,621	49,526	51,507	53,567	55,710	57,938
7	43,182	44,909	46,705	48,573	50,516	52,537	54,638	56,824	59,097
8	44,045	45,807	47,639	49,545	51,527	53,588	55,731	57,960	60,279
9	44,926	46,723	48,592	50,536	52,557	54,659	56,846	59,120	61,484
10	45,825	47,658	49,564	51,546	53,608	55,753	57,983	60,302	62,714
11		49,564	51,546	53,608	55,753	57,983	60,302	62,714	65,223
12		51,546	53,608	55,753	57,983	60,302	62,714	65,223	67,832
13		53,608	55,753	57,983	60,302	62,714	65,223	67,832	70,545
14			57,983	60,302	62,714	65,223	67,832	70,545	73,367
15			60,302	62,714	65,223	67,832	70,545	73,367	76,301
16			62,714	65,223	67,832	70,545	73,367	76,301	79,353
17					70,545	73,367	76,301	79,353	82,528
18					73,367	76,301	79,353	82,528	87,154
19					75,582	78,606	81,750	85,020	92,039
20									97,198
>20									102,646

*For teachers whose step progress is ended by the pay matrix cut off line, step progress resumes after the teacher earns lateral access to the same step in an unbound lane, and occupies that new cell for a minimum of one school year.

**For teachers whose step progress is greater than M+32, step>20, the increase is 2 percent of the previous year's base salary.