

AGREEMENT BETWEEN

**THE BOARD OF EDUCATION
CARLINVILLE SCHOOL DISTRICT # 1**

AND

THE CARLINVILLE EDUCATION ASSOCIATION

2017-2018

2018-2019

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ARTICLE I

A. Recognition

The Board of Education of School District 1, Macoupin County, Carlinville, Illinois, hereinafter referred to as the "Board", recognizes the Carlinville Education Association, chartered with the Illinois Education Association and affiliated with the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all certified teaching personnel that hold a valid Illinois Professional Certification as defined by the Illinois State Board of Education and who are eligible for the Teachers Retirement System ("TRS"), hereinafter referred to as "employees", except for the superintendent, principals, nurses that do not hold a valid Illinois Professional Certification as defined by the Illinois State Board of Education, and other employees who spend fifty percent (50%) or more of their time supervising other employees or who can effectively recommend employee hiring, firing, promotion and/or transfer.

B. Exclusive Recognition Restrictions

The Board agrees not to negotiate with any other teaching organization during the term of this Agreement.

ARTICLE II

A. Policy Distribution

Two (2) copies of the Board policy manual and appropriate updates will be provided to the CEA President and will be available in each school or District Office.

B. Right to Organize

Teachers shall have the right to join or to not join the Association. The Association shall have the right to participate in professional negotiations with the Board through representatives of their own choosing.

C. Personnel File

Each teacher shall have the right, after twenty-four (24) hours notice and during regular District business hours, to review the contents of his/her personnel file provided such review does not conflict with said teacher's teaching duties. A representative of the administration shall be present at the review. At the teacher's request a representative of the Association shall accompany the teacher at such review.

D. Notification of Board Meetings

The President of the Association or the President's designee shall be given written notice of all regular and special meetings of the Board, together with a copy of the agenda as soon as possible prior to all Board meetings.

E. Board Minutes - Association Copies

Two (2) copies of all Board minutes shall be mailed to or placed in the mailbox of the President of the Association or delivered electronically (e.g. via email) to the President of the Association as soon as possible after they have been prepared and approved.

F. Use of Facilities

The Association may request use of school buildings and facilities for meetings provided:

1. Prior written approval of the Superintendent or his/her designee is secured by the Association at least twenty-four (24) hours in advance of the use.
2. The Association agrees to reimburse the District for any costs (custodial or damage) incurred in such use.

G. Announcements

A bulletin board for Association use shall be provided in each teacher workroom.

H. Contract Distribution

As soon as possible after preparation of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to the Association for its distribution to each teacher in the District.

I. Employee Discipline

1. a. No non-probationary employee shall be disciplined without just cause. Discipline is defined as suspension, termination, written warnings, written reprimands, and letters of remediation. Grounds for employee discipline are established by applicable federal, state, local law or statute and / or Board of Education policy.
 - b. Employees subject to discipline excluding non-renewal of probationary teachers shall be provided written reasons for such discipline and, if requested, will be granted a conference with the administration. The Association has the right to be present at such conference.
 - c. Only after the grounds for employee discipline have been substantiated will one of the following two courses of disciplinary action occur:
 1. Informal discipline, which includes both verbal warnings and written warnings, each of which may be used depending on the gravity of the offense and the aggravating and mitigating circumstances present; or
 2. Formal discipline, which includes official written reprimands, suspensions, and dismissals. Only incidents of formal discipline will be documented in the official personnel file.
 - d. Dismissal of teachers shall be in accordance with the provisions of Section 10-22.4 of the Illinois School Code.
2. At the employee's request, an employee shall be represented by the Association at a meeting in which disciplinary action, suspension, termination, written warnings, written reprimands, and letters of remediation are discussed. Except for alleged gross misconduct or for non-remediable offenses, when a request for representation is made, the meeting will be scheduled no sooner than forty-eight (48) hours unless such representation is present.

J. School Code Waiver Application Notice

The Board of Education shall provide the President of the Association with written notice at least seven (7) days prior to the Board hearing of a waiver application of School Code. The notice shall include the substance of the waiver application.

K. Teacher Workshop Days

Two (2) five hour student attendance days clearly designated in the school calendar – one day each semester – shall be early dismissal teacher workshops. During these workshops, meetings and programming will be consistent with the teacher workshop guidelines of the School Code. One of these days shall be near the middle of the first semester, the other near the middle of the second semester.

L. Seniority

Seniority shall be based on the date of hire by the Board of Education. When more than one employee is hired on the same date, the greater seniority will be given to the person with the most total years teaching experience. If still equal, the greater seniority will be given to the person farthest advanced on the horizontal position on the salary schedule.

A full-time tenured teacher whose assignment is reduced to part-time shall be placed with full-time experience and shall advance on a prorated basis on the seniority list. Part time teacher will accrue seniority on a prorated basis.

The District will provide the Association and will post for teachers a “Seniority List” annually, on or before seventy-five (75) calendar days prior to the end of the school year, in conjunction with the annual “Sequence of Honorable Dismissal list (“RIF”).

M. Fair Share

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share from wages of the non-member.
3. Such fee shall be paid to the Association by the Employer no later than ten (10) days following deduction.

4. In the event of any legal action against the Employer brought to 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:
 - a. 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
 - b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witness and making relevant information available both at trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and cost imposed by a final judgment of a court or administrative agency as direct consequence or the Employer's non-negligent compliance with this Article.

It is expressly understood that this hold 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 Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.
6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the enter fee, the Association will make payment on behalf of the Employee to a mutually agreeable charitable organization as per Association policy and the Rules and Regulations of the Illinois Education Labor Relations Board.

N. Class Composition

The parties agree that the District will comply with the applicable ISBE rules and regulations concerning regular education and special education class sizes and the employment of paraprofessionals.

O. Response to Intervention (RTI)

All data assessment, progress monitoring, collaboration or problem-solving work shall be performed within the school day or within the scope of the teacher's ordinary duties. However, teachers who are required to attend meetings outside the ordinary school day, directed by the administration, and incident to the District's RTI plan, shall be recognized and compensated as follows:

\$20 per hour, with an individual maximum of \$200 per teacher per school year, and with an overall District maximum of \$2,000 per school year in the aggregate. The parties agree that these limitations on additional recognition / compensation for RtI do not obviate or excuse a teacher from required attendance at any mandatory meetings which may happen to exceed these limitations.

P. District Mentor Program

Teachers serving as a mentor shall receive the compensation (if any) that the District receives from the Regional Office of Education (ROE) for required initial training (currently \$400), and shall receive the compensation (if any) the District receives from the Regional Office of Education (ROE) for performing and completing their required mentoring duties (currently \$800 per year). Teachers serving as mentors shall be expected to meet weekly with their new teacher.

New teachers serving as a mentee in the program shall receive the compensation (if any) the District receives from the Regional Office of Education (ROE) for required initial training (currently \$300), and shall receive the compensation (if any) the District receives from the Regional Office of Education (ROE) for performing and completing their required mentee duties (currently \$300 per year).

The parties' joint understanding and mutual intent is that the compensation described in this Section is a "pass through" of state grant funds, and is therefore exempt from the TRS limits of 6% increases in total increases in creditable earnings without potential penalty to the District.

This provision shall be reopened for reconsideration upon the written demand to bargain by either party provided that the District becomes subject to TRS penalties under this provision: for the purpose of negotiating appropriate revisions to assure that the employee shall, to the maximum extent possible, receive the full dollar amount of the pass through payment as creditable earnings, while avoiding TRS penalties that may arise due to the compensation under this Agreement. The express intent of this provision is to avoid TRS penalties to the District.

Q. School Calendar

The association shall have the opportunity for input into the development of the school calendar. The superintendent shall provide the association president a copy of the proposed calendar for the forthcoming year 30 days before the end of the year. The association shall respond with concerns within 2 weeks.

ARTICLE III

A. Sick Leave

1. Each employee will be entitled to twelve (12) sick leave days per school term without loss of pay in years one (1) through twenty (20) of his/her initial employment. Beginning in year twenty-one (21) through year thirty-five (35) each employee will be entitled to fifteen (15) sick leave days per school term without loss of pay. Sick leave will be capped for each employee at three hundred-forty (340) days. Sick leave usage shall be in accordance with the requirements and limitations in the School Code.
2. a. If the employee or his/her immediate family or household has a catastrophic illness or disability, requiring over sixty (60) sick leave days or resulting in the employee exhausting all of his/her sick leave, the employee shall have the option to use other sick leave days from coworkers who choose to donate their accumulated sick leave days. This does not apply if the employee is compensated under worker's compensation or is eligible for disability benefits through Teacher's Retirement System (TRS).

An employee using this provision will be granted twelve (12) or fifteen (15) sick days at the beginning of the new school term.

- b. Sick leave may be used in case of an adopted child at the time of adoption in accordance with the requirements and limitations in the School Code.

B. Personal Leave

At the beginning of each school year, the Board shall grant each employee two (2) days of personal leave without loss of pay. On the 27th year of service with the District, each employee will be granted one (1) additional personal day for a total of three (3) personal days a year. Except in the case of an emergency, written advance notice, no later than noon of the day prior to the requested leave, shall be submitted to the Superintendent or the Superintendent's designee. Personal leave shall not be taken on the first or last day of school, or on the day immediately preceding or following a holiday. In an emergency, or for other special occasions, however, the Superintendent may grant personal leave for any day. Unused personal leave days shall be reimbursed at substitute teacher's pay per day or accumulated as sick leave.

C. Professional Conferences

With the approval of the Superintendent, teachers shall be granted up to two (2) days of non-accumulative leave with full pay and two (2) days' reasonable expenses to attend professional conferences, meetings, or workshops. Except in the case of an emergency, written advance notice, no later than noon of the day five (5) days prior to requested leave, shall be submitted to the Superintendent.

D. Jury Duty

When a teacher is called to serve as a juror or is subpoenaed to appear before the Court as a witness, the Board shall pay the teacher's regular salary for the time period in which the teacher is called to serve and misses work. The teacher is required to sign over to the school district any check earned for serving the Court as a juror or witness.

E. Association Conferences

Should the Association send representatives to a local, state or national conference or on other business pertinent to Association affairs, with the approval of the Superintendent, these representatives shall be excused without loss of salary, not to exceed a total of four (4) days District-wide per year, providing that the Association shall reimburse the District for the cost of the substitute(s). Except in the case of emergency, written advance notice, no later than noon of the day five (5) days prior to requested leave, shall be submitted to the Superintendent.

F. Family Medical Leave

All full and part-time employees shall have the option to make use of family medical leave or any other contractual leave. Employees shall not be required to use family medical leave prior to, instead of, or as a substitute for any accrued leave. At the employee's option, the employee may elect to use personal leave or sick leave during family medical leave, but must make his/her intentions known prior to taking his/her leave. Where both the employee and a covered individual (e.g. spouse, parent, child, etc.) are employed by the Board, each will be entitled to twelve (12) weeks of leave.

G. Bereavement Days

All full time and part time employees may use two bereavement days each year for deaths in the immediate family as defined in 105 ILCS 5/24-6 of the Illinois School Code.

ARTICLE IV

A. Notification of Assignments

A teacher shall be given written notice of said teacher's tentative assignment for the forthcoming year no later than forty-five (45) days preceding the first day of the new school term. In the event changes in such assignment are proposed, the teacher affected shall be notified promptly. If such notification of transfer occurs after July 1, such teacher shall be permitted to accept such assignment or resign without penalty at his/her option.

B. Vacancies and Promotions - Posting

The Superintendent shall have posted in all school buildings and announced electronically, a notice of all vacancies, including vacancies in promotional positions, as they occur. During all summer months such vacancy notices shall be mailed to all faculty in hard copy or by electronic means. A vacancy shall be defined as any newly-created position which increases the number of positions in the bargaining unit, or any opening created by retirement, resignation, or termination of a current regular employee in the bargaining unit, which will require the need to hire a replacement. The vacancy notice shall set forth the specific position that is vacant, and the certification and qualifications that are required for the position. Presently employed faculty shall receive the opportunity to provide input and consideration when the administration is determining teacher assignments. Vacant positions shall be filled based on the consideration of factors that include without limitation certifications, qualifications, merit and ability, and relevant experience. Seniority shall be considered only when all other factors are determined by the Board to be equal. The Board's decision to select a particular candidate for a vacant position shall not be subject to the grievance procedure of this Agreement.

For purposes of this Section, a position is not vacant (and a formal posting is not required) when an employee retires, resigns, or is terminated and the Board decides not to replace the employee; nor is a position vacant (nor is a formal posting required) when an employee's assignment is changed through an involuntary transfer and no additional replacement will be hired.

When the need for an internal transfer arises, the administration will inform the faculty of such need, through the use of faculty meetings, administrative newsletters and/or memos in hard copy or by electronic means. Any faculty members who wish to receive consideration for an internal transfer are encouraged to make their interest known to the administration. In all instances, the Board and administration reserves the right to choose, in its discretion, the best qualified applicant or candidate for all District positions.

C. Voluntary Transfers

Any teacher presently employed in the District may apply for transfer to another position within his/her building or to another building where a vacancy exists.

Such teacher(s) will be given consideration after thorough examination of qualifications in accordance with the Illinois School Code.

D. Coaches – Non-Collective Bargaining Members

All non-CBA coaches will be honorably dismissed at the end of each school year.

ARTICLE V

Evaluation Procedure

The District's evaluation procedure and protocol are now found in the Carlinville CUSD #1 Evaluation Plan for Certified Teachers (the "Evaluation Plan"). The parties agree that the Evaluation Plan must comply with all legal requirements established by the State of Illinois.

The Carlinville Board of Education, Administration, and Carlinville Education Association will meet annually, through the District's Professional Evaluation Committee, to cooperatively review, revise, and update the evaluation procedures and/or evaluation instrument used in the District, as may be required in order to comply with applicable law, rules, or regulations.

The Professional Evaluation Committee will be composed of equal numbers of representatives selected by the Board, and by the Carlinville Education Association. The parties agree that no changes will be made to the District's Evaluation Plan and/or to the evaluation instrument(s), except for majority decisions reached through the Professional Evaluation Committee process.

The parties mutually recognize that the procedural elements contained in the Evaluation Plan) including timelines, evaluation cycles, and other procedural safeguards) are binding and enforceable. The parties therefore agree that a claim by an employee, that there has been a violation of any procedural requirement of the Evaluation Plan, may be grieved in accordance with Article VII "Grievance Procedure" of the Agreement.

Each non-tenured teacher shall be summatively evaluated at least annually, in accordance with the School Code. Each tenured teacher shall be summatively evaluated at least once every two years, in accordance with the School Code. All District staff will be acquainted with the evaluation cycle at the start of the school year, and will receive a printed copy or updated of the District's Evaluation Plan.

The Superintendent or his/her designee shall be responsible for conducting formal evaluations. Teacher evaluations shall be performed only by District administrators legally qualified per ISBE rules. Summative evaluation shall include, but not be limited to, consideration of the teacher's attendance, instructional planning, instructional methods, classroom management, and competency in the subject matter(s) taught.

ARTICLE VI

A. Reduction of Staff

1. When the Board decides it is necessary to reduce the number of tenured teaching employees in the District because of decreased enrollment, lack of funds, or other reasons, the Association shall be notified of such reduction in staff in advance of any public announcement. The Association shall be given the opportunity to discuss any aspect of the reduction, if the Association requests such an opportunity within one (1) week of Board notification.
2. If the number of positions must be reduced, the employees who are subject to removal shall receive notice at least forty five (45) calendar days before the end of the school term together with a statement of honorable dismissal and the reason therefore. Employees shall be dismissed on the basis of the sequence of dismissal list ("RIF" list) for certified employees established annually by the District in accordance with the School Code.
3. An employee who is dismissed due to reduction in force and who subsequently, becomes certified and qualified for additional positions shall retain his/her District recall rights for positions available over any other RIF'd employee who is in the same RIF "Grouping" and has less District seniority and who is certified and/or qualified in the same area(s). The intent of this provision is to provide employees with the eligibility for recall to additional positions within the scope of the Illinois School Code.
4. Qualification shall be according to the rules and regulations provided by the Illinois State Board of Education and any qualifications established by the School District in accordance with the school code.
5. Reductions shall be made from the sequence of dismissal list ("RIF list") for certified employees established annually by the District and provided to the Association seventy-five (75) calendar days prior to the end of the school year. If employees are not on either list in an area they believe they are qualified or not placed in the appropriate grouping (1-4) they have seven (7) school days to present an objection with the Superintendent and the Association President. Lists shall be provided annually.

B. Re-Employment

1. If the Board increases the number of employees or has an employee resign after the lay-off(s), the Board shall first offer re-employment for any available position for which qualified to the employees laid off in the reverse order of the lay-off specified above among those employees statutorily eligible for recall (Groups 3

and 4 with group 4 being recalled before group 3, during the employees' re-employment/recall period as set forth below.

2. An employee's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter sent by certified mail to the employee's address on file with the Board recalling such employee shall result in the termination of the employee's rights to recall hereafter.
3. If an employee is removed or dismissed from employment with the District because of a decrease in the number of employees employed by the District, or because of the discontinuance of a particular type of service, and if the Board within one (1) calendar year thereafter increases the number of employees, reinstates the positions so discontinued, or vacancies occur, the positions thereby becoming available shall be tendered to the employees so removed or dismissed so far as they are legally qualified to hold such positions and are statutorily eligible for recall (Groups 3 and 4 with group 4 being recalled before group 3). One (1) calendar year thereafter shall mean one (1) school year plus one (1) day of the next school year immediately commencing after the date of the Board's action in removing or dismissing the employee.

ARTICLE VII

A. Grievance Procedure

1. Any claim by an employee that there has been a violation of the terms of this Agreement shall be a grievance.
2. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits double and consist of week days.

Prior to Step 1, the teacher and the immediately involved supervisor will attempt to resolve the grievance through free and informal communication. When requested by the teacher, an Association representative (who shall be a teaching employee of the District) may accompany the teacher to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher or the Association, a grievance may be processed as follows:

Step 1 : Within twenty (20) days of the time a teacher knew or should reasonably have known of the event giving rise to the grievance, the teacher or Association may present the grievance in writing to his/her principal who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association representative (who shall be a teaching employee of the District), the grievant, and the building principal shall be present for the meeting. Within five (5) days of the meeting the grievant and the Association shall be provided with the principal's written response to the grievance.

Step 2: If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Superintendent within five (5) days after receipt of the Step 1 answer, or within ten (10) days of the Step 1 meeting, whichever is later. The Superintendent shall arrange with the grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary. Within five (5) days of the meeting, the grievant and Association shall be provided with the Superintendent's written response.

Step 3: If the Association is not satisfied with the disposition of the grievance at Step 2 or the time limits expire, without issuance of the Superintendent's written reply, the Association may submit the grievance to Binding Arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administer of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.

3. Neither the Board nor the Association shall be permitted to assert any grounds for evidence before the arbitrator which has not previously been disclosed to the other party.
4. 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 rendering decisions on only the issue(s) presented to him/her by the School Board and the Association, or his/her decision must be based solely on his/her interpretation of the meaning or application of the express relevant language of the Agreement.
5. Both parties shall act upon the arbitrator's decision within thirty (30) days of the receipt of the decision.
6. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the Board and the Association.
7. Bypass to Superintendent

If the Association and the Superintendent agree, Step 1 of the Grievance Procedure may be bypassed and the grievance brought directly to Step 2.

8. Class Grievance

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

9. Association Participation Employee Represented

No employee shall be required to discuss any grievance at Step 1 or Step 2 if the Association's representative is not present. At Step 2 and Step 3, the Association's representative does not have to be a teaching employee of the District.

10. Board -- Administrative Cooperation

The Board and the Administration shall cooperate with the Association in its investigation of any grievance.

11. 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.

12. Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employees.

13. Grievance Withdrawal

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

ARTICLE VIII

A. Retirement Shelter

Out of the scheduled salary amounts incorporated in this Agreement, nine (9%) of each teacher's salary shall be paid by the Board directly to the Teacher's Retirement System. In accordance with past practice, the Board shall pay such amount directly to the Teachers Retirement System by a reduction in the salary of the employee for the purpose of sheltering such salary from federal income taxation consistent with tax ruling 414 (h), unless a contrary opinion is issued by the IRS. Such payment shall not be listed as a deduction but instead as a direct Board contribution. The Association holds the Board harmless for any liability arising therefrom.

Beginning in July 2010, the Board shall begin paying 1% of such amount directly to TRS from the District's funds in addition to the salary amount, rather than by reducing the salary of the employee. Beginning in July 2011 the board shall begin paying an additional 1% (total of 2% cumulative) of such amount directly to TRS from the District's funds in addition to the salary amount, rather than by reducing the salary of the employee.

Teachers' salaries shall be reported on the Carlinville Salary Schedules incorporated in Appendix A of this Agreement. A Salary schedule will be prepared for 2013-14 year showing the IRS Taxable salary schedule and the TRS creditable earnings schedule in light of the Board's payment in the amount of 2% (2013-14) of the overall 9% contribution.

B. Health Insurance

The Board shall pay ninety-one percent (91%) of the teacher's single health insurance premium. If the health insurance premium increases by more than 10%, the employer and association will meet to review options.

C. Retiring Teacher Payments

1. Eligibility – To be eligible for the retirement payments contemplated under this Agreement, the employee must be eligible for TRS retirement without penalty to the District, by upon the year of retirement being either at least sixty (60)* years of age and having at least twenty (20) years of service in the Carlinville School District, or by upon the year of retirement being at least age 55* and having at least thirty-five (35) years of TRS creditable service, of which twenty (20) years must have been served in the Carlinville School District, and must provide an irrevocable letter of retirement with a date certain following after the next one, two, three or four years. The irrevocable letter of retirement determines the pre-retirement distribution period.

* or the comparable minimum age for retirement under TRS rules if the age is changed.

GRANDFATHER CLAUSE: The parties agree any individual in the bargaining unit that is currently an employee of the Carlinville School District as of August 15, 2012, shall be “Grandfathered” and the required years of service to the District shall be reduced to a requirement of fifteen (15) years of service to the District. New hires to the District after August 15, 2012 shall be subject to the higher minimum years of service set forth above.

2. Notice Deadline – To be eligible for the retirement payments contemplated under this Agreement, the employee must, by the first teacher workday of the school term of any given year, submit his or her irrevocable written notice of retirement from the District containing a date certain of the employee’s retirement effective the current year (year one) or following the next two, three or four years. No such retirement date shall be more than four (4) years later than the end of the school year of which the notice is given.

3. Retirement Payment -

Employees who provide the District, by the first teacher workday of the school term of any given year, with a letter of resignation or retirement effective in four (4) years shall go off the salary schedule and shall receive a 6% salary increase over the previous year’s creditable earnings for each for each of the final four school years of employment.

Employees who provide the District, by the first teacher workday of the school term of any given year, with a letter of resignation or retirement effective in three (3) years shall go off the salary schedule and shall receive a 6% salary increase over the previous year’s creditable earnings for each of the final three school years of employment.

Employees who provide the District, by the first teacher workday of the school term of any given year, with a letter of resignation or retirement effective in two (2) years shall go off the salary schedule and shall receive a 6% salary increase over the previous year’s creditable earnings for each of the final two school years of employment.

Employees who provide the District, by the first teacher workday of the school term of any given year, with a letter of resignation or retirement effective in one (1) years shall go off the salary schedule and shall receive a 6% salary increase over the previous year’s creditable for the final one school year of employment.

4. Extra Duty Assignments

No employee who has given notice of intent to retire under this provision of the contract shall be required to accept additional teaching or extra duty assignments nor be allowed to drop assignments.

5. Rounding

In calculation of the six percent (6%) increases in total creditable earnings in each year prior to the effective date of retirement, the amount may be rounded down to the nearest \$5.00 yearly to avoid TRS penalties.

6. Reopening This Provision

This provision shall be reopened for reconsideration upon the written demand to bargain by either party provided that the District becomes subject to TRS penalties under this provision; for the purpose of negotiating appropriate revisions to assure that the retiring employee shall, to the maximum extent possible, receive the full dollar amount of the intended retirement payment benefit as creditable earnings, while avoiding TRS penalties that may arise due to the retirement payment under this Agreement. The express intent of this provision is to avoid TRS penalties to the District.

D. Salary Payment Option

Each employee shall have the option of being paid on the basis of twenty (20) or twenty-four (24) equal payments. Notification must be given by the first day of school and changes will not be allowed after that date.

E. Salary Credit for Additional Hours

To receive salary schedule credit for semester hours earned beyond the bachelor's degree, the semester hours should be graduate hours in the teaching field or related educational hours approved by the Superintendent. Approval, as used below, shall mean written approval by the Superintendent. The following conditions apply:

1. All coursework must be from an approved college or university.
2. All coursework must be graduate level, unless an exception is approved by the Superintendent in an instance where non-graduate level work is mutually beneficial to the interests of the District.
3. All coursework not in an approved program toward an advanced degree must be in the teachers' field or a mutually agreeable subject area.
4. An official grade report or transcript from the college or university will be required for this salary schedule advancement.

5. Submission of the evidence of successful completion of the approved course must be verified to the payroll department by August 15th of each school year, in which event payment shall be retroactive to the beginning of the year.
6. No salary schedule advancement will be given for a class that is not approved prior to enrollment in the course.
7. The District will provide a form which must be used to request this advancement.

F. Tuition Reimbursement

The Board of Education will reimburse teachers at the rate of \$50 per semester hour for graduate level classes. Approval, as used below, shall mean written approval by the Superintendent. The following conditions apply:

1. All coursework must be from an approved college or university.
2. All coursework must be graduate level.
3. All coursework not in an approved program toward an advanced degree must be in the teacher's field or a mutually agreeable subject area.
4. An official grade report or transcript from the college or university will be required for this reimbursement.
5. Payment will be made in the next bill cycle following submission of the evidence of successful completion of the approved course.
6. No reimbursement will be given for a class that is not approved prior to enrollment in the course.
7. A request for course approval form can be found in your school's forms file.
8. This reimbursement is limited to 6 semester hours during any fiscal year for any teacher.

G. Summer School Pay Rate

Summer school rates shall be \$20.00 per hour beginning in June 2009.

H. Dual Credit Course Stipend

The District will pay a stipend to certain employees who teach dual credit courses in conjunction with the local community college. Employees who teach dual credit courses which require a Masters Degree in the subject area will be eligible to

receive the stipend. Beginning in July 2010, the Dual Credit stipend shall be \$100 per section per semester.

I. Mileage Reimbursement

Out-of-district mileage reimbursement rate shall be at the IRS rate. In-district mileage will be paid only to the teachers and school nurses whose in-district mileage totals more than 100 miles per school year. In-district mileage will be paid at the rate of 44.5 cents per mile up to a total of \$200 per year for all employees except the school nurses who shall be capped at a \$230 yearly reimbursement. In-district mileage will be defined as mileage driven within the city limits of Carlinville.

J. Flexible Medical Spending Account

The Board agrees to establish a Flexible Medical Spending Account program for employees at no cost to the Board. The accounts provided for in this program shall be for the purpose of tax sheltering un-reimbursed medical expense, dependent child care and any other purposes permitted by law. The Employer and the Association shall mutually agree on the plan administrator. The district agrees to provide the payroll deduction process and to work closely with the plan administrator.

K. National Board Certification

The District will pay \$300 toward the application fee, or the difference if a grant is received, for any teacher working toward National Board Certification. Teachers working on their National Board Certification will also be granted two extra professional leave days if required by NBPTS and approved by the superintendent.

ARTICLE IX

A. Complete Understanding

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

B. Individual Contracts

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

C. Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

D. Negotiation Procedure

The parties agree that their duly designated representatives shall negotiate in good faith. Each party shall select its own representatives. Negotiations shall begin no later than July 15, 2019.

E. No Strike

During the term of this Agreement, members of the bargaining unit shall not strike.

F. Management Rights

The Association recognizes that the Board of Education and administration have the responsibility to manage and direct the operations and activities of the Carlinville School District to the full extent authorized by law. It is expressly understood and agreed that all function, rights, powers or authority of the Administration of Carlinville School District and the Board of Education which are not specifically limited by the express language of this agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this agreement.

G. Term of Agreement

This Agreement shall be effective September 1, 2017 and shall continue in effect until August 31, 2019.

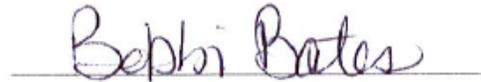
This Agreement is signed this 15th day of May, 2017 in witness thereof:

FOR THE CARLINVILLE EDUCATION
ASSOCIATION

FOR THE BOARD OF EDUCATION
CARLINVILLE C.U.S.D. # 1



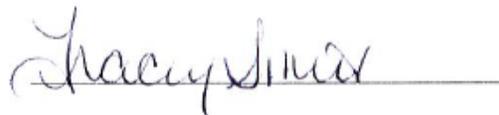
C.E.A. President



Board of Education President



C.E.A. Negotiations Chairperson



Board Member

APPENDIX A

<u>Step</u>	<u>B.S./B.A.</u>	<u>M.S./M.A.</u>	<u>M.S./M.A.+48</u>
1	1.00	1.05	1.13
2	1.02	1.07	1.16
3	1.06	1.11	1.19
4	1.09	1.14	1.22
5	1.12	1.17	1.25
6	1.15	1.20	1.28
7	1.18	1.24	1.32
8	1.21	1.28	1.36
9	1.25	1.32	1.40
10	1.29	1.36	1.44
11	1.33	1.40	1.48
12	1.37	1.44	1.52
13	1.42	1.49	1.57
14	1.47	1.54	1.62
15	1.55	1.59	1.67
16		1.65	1.72
17		1.70	1.77
18		1.76	1.82
19			1.87
20			1.93
21			

2017-2018 Salary Schedule
0.675% Increase

<u>Step</u>	<u>B.S./B.A.</u>		<u>M.S./M.A.</u>		<u>M.S./M.A.+48</u>
1	39,084		41,038		44,165
2	39,866		41,820		45,337
3	41,429		43,383	Add \$100	46,510
4	42,602	Add \$200 for each four semester hours \$1,000 max.	44,556	for each	47,683
5	43,774		45,728	four	48,855
6	44,947		46,901	semester	50,028
7	46,119		48,464	hours	51,591
8	47,292		50,028	\$1,000	53,154
9	48,855		51,591	max.	54,718
10	50,418		53,154		56,281
11	51,982		54,718		57,844
12	53,545		56,281		59,408
13	55,499		58,235		61,362
14	57,454		60,189		63,316
15	60,580		62,144		65,270
16			64,489		67,225
17			66,443		69,179
18			68,788		71,133
19					73,087
20					75,432

A \$500 longevity lump sum increase will be added to those who have been at the maximum figure in B.S./B.A. column for at least one year.

A \$800 longevity lump sum increase will be added to those who have been at the maximum figure in M.S./M.A. or M.S./M.A.+48 columns for at least one year.

2017-2018 TRS Creditable Earnings

<u>Step</u>	<u>B.S./B.A.</u>		<u>M.S./M.A.</u>		<u>M.S./M.A.+48</u>
1	39,882		41,876		45,066
2	40,680		42,673		46,262
3	42,274		44,268		47,459
4	43,471	Add \$204 for	45,465	Add \$102 for	48,656
5	44,667	each four	46,661	each four	49,852
6	45,864	semester	47,858	semester	51,049
7	47,060	hours	49,453	hours	52,644
8	48,257	\$1,020 max.	51,049	\$1,020 max.	54,239
9	49,852		52,644		55,835
10	51,447		54,239		57,430
11	53,043		55,835		59,024
12	54,638		57,430		60,620
13	56,632		59,423		62,614
14	58,627		61,417		64,608
15	61,816		63,412		66,602
16			65,805		68,597
17			67,799		70,591
18			70,192		72,585
19					74,579
20					76,971

A \$510 longevity lump sum increase will be added to those who have been at the maximum figure in B.S./B.A. column for at least one year.

A \$816 longevity lump sum increase will be added to those who have been at the maximum figure in M.S./M.A. or M.S./M.A.+48 columns for at least one year.

2018-2019 Salary Schedule
0.675% Increase

<u>Step</u>	<u>B.S./B.A.</u>		<u>M.S./M.A.</u>		<u>M.S./M.A.+48</u>
1	39,348		41,315		44,463
2	40,135		42,102		45,643
3	41,709		43,676	Add \$100	46,824
4	42,890		44,857	for each	48,005
5	44,069	Add \$200 for	46,037	four	49,185
6	45,250	each four	47,218	semester	50,366
7	46,430	semester	48,399	hours	51,547
8	47,611	hours \$1,000	49,580	\$1,000	52,728
9	49,185	max.	50,761	max.	53,909
10	50,758		51,942		55,090
11	52,333		53,123		56,271
12	53,906		54,304		57,452
13	55,479		55,485		58,633
14	57,052		56,666		59,814
15	58,625		57,847		60,995
16	60,198		59,028		62,176
17			60,209		63,357
18			61,390		64,538
19			62,571		65,719
20			63,752		66,900

A \$500 longevity lump sum increase will be added to those who have been at the maximum figure in B.S./B.A. column for at least one year.

A \$800 longevity lump sum increase will be added to those who have been at the maximum figure in M.S./M.A. or M.S./M.A.+48 columns for at least one year.

2018-2019 TRS Creditable Earnings

<u>Step</u>	<u>B.S./B.A.</u>		<u>M.S./M.A.</u>		<u>M.S./M.A.+48</u>
1	40,151		42,158		45,370
2	40,954		42,961		46,574
3	42,560		44,567		47,780
4	43,765		45,772		48,985
5	44,968	Add \$204 for	46,977	Add \$102 for	50,189
6	46,173	each four	48,182	each four	51,394
7	47,378	semester	49,787	semester	52,999
8	48,583	hours	51,394	hours	54,605
9	50,189	\$1,020 max.	52,999	\$1,020 max.	56,211
10	51,794		54,605		57,817
11	53,401		56,211		59,422
12	55,006		57,817		61,030
13	57,014		59,824		63,037
14	59,022		61,832		65,044
15	62,234		63,840		67,052
16			66,249		69,060
17			68,256		71,067
18			70,665		73,074
19					75,082
20					77,491

A \$510 longevity lump sum increase will be added to those who have been at the maximum figure in B.S./B.A. column for at least one year.

A \$816 longevity lump sum increase will be added to those who have been at the maximum figure in M.S./M.A. or M.S./M.A.+48 columns for at least one year.

APPENDIX B
EXTRA-CURRICULAR STIPEND SCHEDULE

Assignment	% Base	% Base	% Base
<i>Based on last year's base.</i>	Exp: 1,2,3*	Exp:4,5,6*	Exp: 7+*
Head Girls' Basketball (H.S.)	14	18.67	23.3
Head Boys' Basketball (H.S.)			
Head Football (H.S.)			
Activities Director			
Music Director (H.S.)	14	16.0	18.0
Yearbook (H.S.)	14	14.5	15.0
Head Baseball (H.S.)	9.0	12.0	15.0
Head Girls' Track (H.S.)			
Head Boys' Track (H.S.)			
Head Girls' Soccer (H.S.)			
Head Boys' Soccer (H.S.)			
Head Softball (H.S.)			
Head Volleyball (H.S.)			
Head Wrestling (H.S.)			
Musical Director (H.S.)	9.0	9.5	10.0
Asst. Girls' Basketball (H.S.)	8.4	10.5	12.6
Asst. Boys' Basketball (H.S.)			
Assistant Football (H.S.) (4)			
Scholastic Bowl (2) (H.S.)	7.0	8.5	10.0
Head Boys' Basketball (2) (M.S.)			
Head Girls' Basketball (2) (M.S.)			
Scholastic Bowl (M.S.)			
Head Girls' Track (M.S.)			
Head Boys' Track (M.S.)			
Head Volleyball (M.S.)			
School Musical Music Dr. (H.S.)	5.0	6.25	7.5
F.F.A. Advisor (H.S.)			
Cheerleading, Basketball (H.S.)			

Assignment	% Base	% Base	% Base
<i>Based on last year's base.</i>	Exp: 1,2,3*	Exp:4,5,6, *	Exp: 7+*
Cheerleading Football (H.S.)	4.2	5.25	6.3
Cross Country (H.S.)			
Golf (H.S.)			
Cavalettes (H.S.)			
Assistant Baseball (H.S.)	4.2	5.25	6.3
Assistant Softball (H.S.)			
Middle School Baseball (M.S.)			
Assistant Girls' Track (H.S.)	4.2	5.25	6.3
Assistant Boys' Track (H.S.)			
Assistant Girls' Soccer (H.S.)			
Assistant Boys' Soccer (H.S.)			
Assistant Volleyball (H.S.)			
Assistant Wrestling (H.S.)			
Assistant Track (M.S.)(2)	4.0	5.0	6.0
Assistant Volleyball (M.S.)			
Cross Country (M.S.)			
Student Council (H.S.) (2)	4.0	4.75	5.25
Student Council (M.S.)			
Musical Set Decorations (H.S.)	3.3	4.0	4.75
Magazine Sales (H.S.)			
Prom Decorations (H.S.) (2)			
Youth Power (M.S.)			
Cheerleading (M.S.)	2.0	2.5	3.0
Memory Book Sponsor(M.S.)			
WYSE Coordinator (H.S.)	1.6	1.85	2.1
Patrol Head (Elementary)	1.5	1.8	2.25
Musical Asst Director (H.S.)	1.25	1.75	2.25
Musical Stage Manager (H.S.)			
Musical Accompanist (H.S.)			

Musical Choreographer (H.S.)

Assignment	% Base	% Base	% Base
<i>Based on last year's base.</i>	Exp: 1,2,3*	Exp:4,5,6, *	Exp: 7+*
National Honor Society (H.S.)	1.1	2.0	2.25
Patrol (2) (Elementary) WYSE (H.S.).(7)	1.0	1.25	1.5

*Experience does not carry over from either one sport to another sport, from assistant to head assignment, or from junior high school to senior high school.

APPENDIX C

Letter of Understanding

Extended Contracts

The Board may, at its discretion, offer extended contracts of no more than two weeks, if acceptable to the individual teacher, without negotiating with the Association. Salary will be on a prorata basis, i.e. # days worked times annual salary/180.

Lunch Room Aides

The Board agrees to employ two hour lunch hour aides at the elementary level.