

2018 – 2021

Contract

For

Calhoun Unit 40

Board of Education

And

The Calhoun Education

Association

Local 4181

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ARTICLE I

Recognition

1.1 The Board of Education of School District Unit 40, hereinafter referred to as the "Board", recognizes Calhoun Education Association, chartered with the Illinois Federation of Teachers and affiliated with the American Federation of Teachers, AFL-CIO, Local 4181 hereinafter referred to as the "Union or Federation", as the sole and exclusive negotiation agent for all regularly employed full and part-time teaching certified personnel, including extra-curricular duties, all regularly employed full-time and part-time support personnel, including special education aides, cooks, custodians, paraprofessionals, secretaries, bus drivers, teacher aides, parent facilitators, and maintenance, except the superintendent and principal, confidential employees, supervisory employees, managerial employees or other employees excluded from the bargaining unit under the Illinois Educational Labor Relations Act.

1.2 The Board retains the right to pay above the salary scale to obtain the services of teachers in certain fields where shortages are known to exist. The Board however will consult with the teacher's union before paying a teacher above the pay scale. In the event that a teacher is paid above the scale, the teacher will have three (3) years to complete the college courses toward the advanced placement or forfeit the advanced placement. Such teacher will show progress toward the required advanced education program by submitting annual written evidence of completed course work to the Unit Superintendent.

1.3 The Board and the Union agree that for the term of this contract the summer groundskeepers, summer temporary help, other than regular school district employees, student workers, lay coaches and substitute teachers are not within the bargaining unit. If new positions are created, the Board shall notify the Union in writing before the position is posted or advertised to confer as to whether the position is within the scope of the bargaining unit as set forth in paragraph 1.1 above. Nothing herein shall be construed as restricting either party's rights under the Illinois Educational Labor Relations Act for unit clarification.

ARTICLE II

Negotiation Procedure

2.1 A committee from the Union shall meet with the full Board and/or the Committee from the Board to negotiate wages, hours and terms and conditions of employment.

2.2 During negotiations, tentatively agreed upon material shall be signed prior to the adjournment of the meeting at which such agreement was reached.

2.3 If agreement is not reached thirty (30) days prior to the beginning of school, either party may declare impasse. When impasse has been declared, the parties will jointly request Federal Mediation and Conciliation Service.

2.4 Within seven days of ratification of the contract, the Board shall post the contract on Unit 40's website.

ARTICLE III

Union Rights and Responsibilities

3.1 Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship shall discriminate against any person on the basis of race, creed, color, sex, marital status, age, ethnic background, geographic origin, political affiliation, union activities, physical appearance, or sexual orientation.

3.2 The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning wages, hours, terms or conditions of their employment and the settlement of grievances.

3.3 Employees shall be free to join the Union without interference or penalty. They shall not be encouraged to join nor discouraged from joining the Union by supervisors, administrators or any representatives of the Board.

3.4 The local Union shall have the right, upon approval of the Building Principal, or Superintendent, to use the school building for meetings at a time when the school is not in session providing that such meetings do not interfere with instructional and/or extra-curricular programs. Fees may be charged for materials used where costs are incurred.

3.5 The Board agrees that a bulletin board shall be provided to the Union in each school building and bus garage for posting notices of activities and other matters of Union concern. The bulletin board shall be designated by the Building Principal and located in areas where there is no student access. The Union will be required to give a copy of the adopted contract to all union employees, in the form of email or hard copy.

3.6 A Consultation Committee shall be established to promote free flow of information between the Calhoun Education Association and the Board of Education. The Consultation Committee shall be composed of two representatives from the union, a representative from the Board and a representative from the administration. The Consultation Committee shall meet at mutually agreed upon times, but no less than four times per year, to discuss matters of mutual concern.

ARTICLE IV

Grievance Procedure

4.1 Definition:

A grievance shall mean a written complaint by a member or of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement, and/or civil rights legislation such as Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Illinois Human Rights Act of 1980, and the Age Discrimination Act of 1975.

4.2 Purpose:

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise.

4.3 Representation:

The grievant has the right to a representative of choice in all steps of the grievance procedure, including the informal meeting with the most immediate supervisor. The grievant shall be present at all grievance discussions unless the Board, Union, and grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

4.4 Time Limits:

A grievance must be filed within ten (10) working days of the occurrence of the event or within ten (10) working days of when the grievant should have reasonably known of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

4.5 Constraints:

Any investigation or other handling or processing of any grievances by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.

Failure of a grievant or Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to

proceed to the next step. Time limits may be extended by mutual agreement.

If the Union or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedures.

4.6 Procedure:

Step 1 – If the grievance cannot be resolved informally, the aggrieved employee working shall file the grievance in writing and at a mutually agreeable time, within ten (10) days after receipt of the grievance; discuss the matter with the principal or immediate supervisor. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the first step must be within ten (10) working days from the date of the occurrence of the event giving rise to the grievance. The principal or immediate supervisor who has the authority to make a decision on the grievance shall make such decision and communicate it in writing to the employee and the Superintendent within five (5) working days. The decision shall include reasons.

Step 2 – In the event a grievance has not been satisfactorily resolved at the first step, the aggrieved employee shall file, within five (5) working days of the principal's, or immediate supervisor's written decision or answer at the first step, a copy of the grievance with the Superintendent. Within five (5) working days after such written grievance is filed, the Superintendent or his designee shall meet with the grievant to resolve the grievance. The Superintendent or his designee shall provide an answer within five (5) working days after the grievance meeting and communicate it in writing to the employee, the principal or immediate supervisor, and the Union.

Step 3 – If the grievance cannot be settled at the second step, the grievance shall be submitted to the Board to be considered at a meeting arranged by the Board. This meeting shall, in no case, be more than ten (10) working days after the grievance enters the third step. The aggrieved, acting independently or through the Union, may present a written brief to the Board and may request an oral hearing on the grievance which will be granted at the discretion of the Board. If granted, the hearing will be conducted by the full Board or by a subcommittee of the Board, as the Board may designate.

Step 4 – If the grievance is not satisfactorily resolved at step three, the grievance may proceed to impartial binding arbitration. The Union may submit to the Superintendent a written request on behalf of Union and the grievant to enter into impartial binding arbitration. This request may be submitted within twenty (20) working days of receipt of the step three answers. The arbitration proceeding shall be conducted by an Arbitrator

to be selected by the two parties within seven (7) days after notice is given.

If the two parties fail to reach agreement on an arbitrator within seven days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on both parties as prescribed by law.

4.7 Expenses:

Expenses for the Arbitrator's services will be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

4.8 Four Corners:

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the parties involved. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.

4.9 No Reprisals:

An employee who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

4.10 Discussion of Grievance:

The parties shall not discuss the grievances with anyone not officially involved at any formal state of the grievance procedure.

ARTICLE V

Personnel File

Each employee shall have the right to review the contents of his/her personnel file, subject to the following conditions:

5.1 The Board shall provide the employee with the inspection opportunity within two (2) working days after the employee makes the request. If the employer can demonstrate, through a reasonable showing, that such deadline cannot be met; the employer shall have an additional two (2) working days to comply.

5.2 The employee shall not be entitled to inspect or view any materials expected from such inspection or viewing under Section 10 of the Illinois Personnel Records Act.

5.3 The employee's review of his/her personnel file shall take place during the normal working hours of the central unit office building. The Superintendent and/or his designee reserves the right to be present at such review, and both the employee and the Superintendent and/or his designee will sign to verify the contents of the file.

5.4 The employee shall not be entitled to remove any part of his/her personnel records from the personnel file.

5.5 After the employee has reviewed the contents of his/her personnel file, the employee may request that copies be made of specified information contained in the file.

ARTICLE VI

Employment Conditions for Certified Personnel

6.1 Teacher Notification of Assignments:

A teacher shall be given written notice of said teacher's assignment for forthcoming year no later than July 1. In the event changes in such assignments are proposed, the teacher affected shall be notified promptly and consulted. In no event shall changes in the teacher's assignments be made later than August 1 unless an emergency situation occurs.

6.2 Extra-Curricular Assignments:

Any assignments in addition to the normal teaching schedule during the regular school term, included but not limited to adult education courses, extra duties enumerated on stipend Appendix B and summer school courses shall be with the consent of the teacher. If necessary personnel cannot be obtained with the consent of the teacher, extra-curricular duties shall be assigned on a rotating basis, beginning with those who have not had duty most recently.

All job opportunities for stipend/extracurricular positions shall be reassigned yearly at the April Board meeting. All positions still open after the April meeting will be immediately posted in the teachers' workroom for teacher access. During summer months when school is not in session, a notice of open stipend/extra-curricular positions will also be sent to the President of the Union and a written notice included in employee paycheck/pay stubs. Employees wishing to continue their stipend positions into the next year must submit a letter of intent to the Superintendent and Board of Education Secretary no later than one week prior to the April Board of Education meeting. Failure to submit of letter on interest on time will require the hired employee to pay for the advertisement if they wish to continue to keep the stipend position.

6.3 Vacancies, Promotions, and Internal Selection:

The Superintendent or his/her representative shall post in all school buildings a list of the known vacancies or new positions which will occur during the following school year, no later than May 1 of each school year.

The Union shall select a member to represent it in the hiring of certified staff and administrators exclusive of Superintendent. The Union representative would not be compensated for the after school hours required to attend the interviews. One representative would agree to be present for all interviews for a particular position. The representative would act as an observer only, and agree to confidential, professional conduct.

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, or a change in position shall file within three (3) days of vacancy posting written statement with the Superintendent of such desire according to the list of known vacancies.

No later than May 10, and again on the last full day teachers are in attendance, of each school year, supplemental lists of known vacancies or new positions which will occur during the following school year will be posted in all school buildings.

No assignments of new teachers or employees in the school system shall be made until all pending requests for reassignment or transfer have been reviewed by the administration.

Notice of all new positions created shall be posted in all schools and the unit office.

6.4 Experience Credit:

The employee shall be awarded up to three years credit for full-time public school teaching experience outside the district. No outside district credit will be awarded on the stipend schedule.

6.5 School Year and Salary Schedule:

The salary schedule shall be as set forth in Appendix A which is attached to and incorporated into this Agreement. The schedule shall be based on a 185-day school calendar as negotiated by the Board and the Union. The Guidance Counselor and School Nurse shall, at the option of the Board of Education, be employed on a ten (10) month contract for each school term. The rate of pay of the extra full month shall be prorated as per his/her individual placement on the salary schedule. Certified teachers shall notify the District of any new certificates and transcripts of courses completed on or before August 15th of each school year. By October 10th, an official transcript would be required for all advanced degrees received and should be so indicated on the transcript.

6.6 Summer School:

Positions in the summer school program shall be filled by regularly appointed teachers in the School District where possible. In filling such positions, consideration shall be given to a teacher's certifications, major and minor field of study, length of service in the school district, and frequency of prior applications for an assignment to summer positions.

6.7 Notification Procedure:

When an emergency exists, notification of the closing of schools will be broadcast over WJBM, and other appropriate radio stations as soon as possible, but no later than 6:30 a.m. In addition to this, each employee shall be personally contacted through the use of School Reach as soon as possible, but no later than 6:30 a.m.

6.8 School Closing and Leave Days:

When the school is officially closed, no leave days previously arranged by a teacher will be deducted.

6.9 Life-time Pass:

Upon retirement, a teacher will receive a lifetime pass to all school events in Unit 40, exclusive of dinners.

6.10 Physical Facilities:

Each teacher shall be provided a separate desk and/or file cabinet with locks.

6.11 Hazardous Employee Conditions:

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which could endanger their health, safety or well-being. The Board shall take all necessary precautions to guarantee the employees' health, safety, or well-being is not endangered.

6.12 Union Representation of Disciplinary Matter Affecting Reemployment or Dismissal of Employee

When the Superintendent requires an employee to attend a meeting for disciplinary matters which could affect the reemployment or dismissal of said employee, that employee may request a Union representative to be present. If the Superintendent requires the meeting to be held during the working time of the employee or the representative, release time shall be granted. Normally, such meetings occur outside the workday. The District subscribes to the concept of progressive discipline. While it is desirable to follow the normal sequence of progressive discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately. Steps of progressive discipline: oral warning, written warning, suspension

without pay and discharge. If an employee requests a hearing, the cost of the hearing, if the employee is found to be at fault, will be the employee's responsibility. Employees who are fired or dismissed will have all sick days turned into TRS. If a Certified employee is RIF'd or resigns, they have the option to turn days into TRS and/or convert unused sick leave days to severance pay at their current hourly wage.

6.13 School Calendar:

Following negotiations with the Union, the Board shall establish a school calendar, which does not exceed one hundred eighty-five (185) school days. The calendar shall contain no more than one hundred seventy-six (176) regular workdays, four (4) institute days, and five (5) emergency workdays. If the five emergency workdays are not used for emergency purposes, they shall not become employee workdays.

The teacher work day shall consist of seven and one-half (7.5) hours except that teachers may be required to perform the following duties outside the established work day: (1) bus duty, (2) open house, (3) conference, (4) faculty meetings, and (5) emergencies as defined by the Administration. With exception of duty staff, employees will be dismissed 30 minutes after the last bus leaves the High School on the day before Thanksgiving, the day before Christmas break, and the day before Easter break.

6.14 Duty Free Lunch

No Certified employees will be required to perform any duty during their scheduled lunch period, which shall be determined by the building schedule established by the Principal. The duty free lunch shall be equal to the regular school lunch period but not less than 30 minutes during each school day.

6.15 Severance Pay:

A teacher will receive a payment of twenty-five dollars for each sick leave day not used during the teacher's employment with Unit 40 if they retire, are fired or dismissed. This payment will be made after the last payday in August. A teacher has the option of applying credit for these days to his/her retirement pension as per Illinois School Code or to be paid in full at their daily rate if they resign or are RIF'd. After applying credit for unused sick leave days to retirement, any balance of unused sick days remaining will be converted to severance pay as described above.

6.16 Class Size

Class size shall be limited to the smallest number of pupils possible. Whenever possible, an effort shall be made to equalize the class size, with particular emphasis on the smallest class size possible at the kindergarten and primary level. In the case of planned staff reductions, the Union will

be given access to existing information that said decisions would be based on.

The district will make every attempt to adhere to the following recommended class sizes:

Kindergarten Readiness – 2 nd Grader	Maximum of 25 students
3 rd Grade – 5 th Grade	Maximum of 27 students
Middle School and High School	Maximum of 30 students
Physical Education Classes	Maximum of 40 students

ARTICLE VI-A

Employment Conditions for Educational Support Personnel (ESP)

6.1A ESP Number of Workdays

A. A 12-month ESP employee works regularly Monday through Friday, during the July 1 – June 30 fiscal year. Depending on employee's contract, they may work 240 days with 20/21 contract days or 260 days including paid holidays. Under this Agreement, a 12-month ESP shall mean someone who works at least 7.5 hours per day on a 12-month basis.

A part-time ESP is regularly scheduled to work at least 4 hours per day Monday through Friday, but less than 6 hours per day on either a 12-month or school year basis.

B. ESPs employed to work during the school year shall be regularly scheduled to work each school day for at least 7.5 hours each day, in exception to Cooks, FT Custodians, Maintenance Director and Transportation Director who are regularly scheduled to work each work day for at least 8 hours each day. The school year follows the school calendar.

C. Overtime shall accrue to ESPs who have prior authorization from the Superintendent to work more than 40 hours in any week. A week shall be from 12:01 a.m. Monday for 7 consecutive days to the following Sunday at midnight. Authorized overtime hours shall be paid at 1 ½ times the regular hourly rate the ESP earns.

D. The classifications for ESP positions for the purposes of this agreement are as follows:

1. Maintenance Director / Regular Route Bus Driver
2. Custodian
3. ¾ Custodian

4. Transportation Director / Regular Route Bus Driver
5. Regular Route Bus Driver
6. Special Route Bus Driver
7. Teacher Aide (EL/HS/Special Ed)
8. Food Service Director
9. Cook
10. Secretary
11. Deaf Interpreter
12. Bus Monitor

E. The workday schedule for ESP positions shall be established by the Superintendent to meet District needs.

F. Conditions of Employment - Secretaries

A Secretary's work hours must be during the normal work day unless given permission by the Principal/Supervisor to work hours outside the normal work day.

G. Conditions of Employment - Custodians

If a $\frac{3}{4}$ -time custodian substitutes for a full-time custodian during the school year, he/she will still work his/her 6 hour shift. If a $\frac{3}{4}$ -time custodian works over his/her 6 hour shift during summer months when more work is required, he/she will be paid hourly for each hour over 6 hours.

Split Shifts. When school is not in session, the Superintendent may permit custodians and other staff normally working evening hours to work a regular day shift.

H. Cooks will take 3 out of 4 Teacher institute days off and in exchange for those days off will work 3 days over summer break. They must notify management, ahead of time, what days they will take off and what summer days will be worked.

I. Timekeeping

Per the Fair Labor Standards Act, the District has the responsibility to accurately document hourly work records. All Non-Exempt employees (all ESPs who are hourly) will be required to submit a time sheet or use a computer based program and/or time clock as

determined by the District at the beginning of each Fiscal Year. Starting and ending times should be reflective of the actual times the employee is working and not the contracted hours. Before time is turned in it must be approved by the employee and their supervisor. Copies of the time sheets must be kept in a file at the District Office and are subject to inspection by the Wage and Hour Division of the Department of Labor. If the employee uses paid leave time during the workweek, those hours do not count toward the initial 40.

6.2A ESP Schedule of Assignments

ESP shall receive a tentative assignment of duties on or before July 1 of each year for the following year. The Board and Superintendent retain the right to assign employees to perform job duties that meet the needs of the District from time to time. The Board retains the right to establish job descriptions for positions within the bargaining unit and create new positions to the District, but the Board will negotiate any changes in working conditions caused by a change in job descriptions.

6.3A ESP Duty-Free Lunch

ESP who works on a 12-month or school year basis for more than 4 hours per day shall be given a 30 minute unpaid duty free lunch period, which shall be in addition to the above-stated work hours, in exception to Cooks, Custodians, Maintenance Director and Transportation Director who shall be given a 1 hour unpaid duty-free lunch period.

6.4A Inclement Weather Days

On days of inclement weather when classes are cancelled, custodians, Maintenance Director and Transportation Director are expected to report to work unless weather conditions are such that coming to work would create a risk to the employee's safety. The employee shall promptly notify the Superintendent or designee and provide a reasonable explanation of the employee's personal circumstances that prevent reporting to work. Those employees expected to work will be allowed another day off on a day when a substitute is not required. No other ESP employee shall report to work on days classes are canceled. Employees shall not have pay/benefits reduced as a result of inclement weather days. Employees will not be required to work any additional days because classes were canceled (i.e., on snow days 12 month secretarial employees are not required to report to work but those days are still counted toward the 240 work days). An ESP who previously had scheduled a personal leave or vacation day shall be allowed to take that day regardless of the inclement weather. All other ESP employees shall not have previously arranged leave days deducted.

6.5A Vacancy Notice

A. When a vacancy occurs during the school year in an ESP position within the bargaining unit, the Superintendent or designee shall post a copy of the vacancy notice in each employee work room and the bus facility. One copy of the notice shall also be placed in the Union President's mailbox. During other times than during the regular school year, the Board will post subsequent vacancies in the Superintendent's office and bus facility and send one copy to the Union President. The term "vacancy" does not include temporary positions, substitute positions, or for an employee who has been granted a leave of absence.

B. On or before September 1st of each year, the Superintendent shall post a notice in the teachers' lounge, in the bus facility and in each employee workroom for substitute custodian jobs. This notice shall be posted for 10 school days. Certified teachers and ESPs who want to be considered for substitute custodian jobs during the year may sign up. Bargaining unit members shall have preference over non-bargaining unit persons, provided the bargaining unit member is able to perform the substitute custodian duties. However, any bargaining unit member whose selection for substitute custodian jobs would cause the District to pay overtime shall not be selected to perform such duties.

6.6A ESP Hiring

The Board shall retain the right to select, hire, train, transfer, schedule, direct and promote ESPs. Initial pay for ESP positions shall be based on the ESP salary schedule in Appendix C. The Board may place a new hire on the salary schedule at a step the Board deems is in the best interest of Unit 40.

6.7A Lifetime Passes

Upon retirement, an ESP shall receive a lifetime pass to all school events in Unit 40, exclusive of dinners.

6.8A Notification Procedure

When an emergency exists, notification of the closing of schools will be published on Channels 2, 4, 5 and 11 television stations and Calhoun Unit 40 Facebook Page no later than 6:30 a.m. In addition to this, each employee shall be personally contacted through the use of a School Messenger as soon as possible, but no later than 6:30 a.m.

6.9A Hazardous Working Conditions for ESP

In the event an educational support employee believes he/she is required to work under unsafe or hazardous conditions or to perform tasks which could endanger his/her health, safety or well-being, the employee shall notify the Superintendent in writing immediately, describing the condition of concern. Upon receipt of the written notification, the Superintendent

shall convene a meeting of the Safety Committee as soon as possible. The Safety Committee shall be comprised of the Superintendent and one other designee, the Maintenance Supervisor and the Transportation Supervisor. The Safety Committee shall meet with the employee who has notified the Superintendent to discuss his/her concern. The Safety Committee shall develop safety work rules or plan to address any specific condition or situation that the Committee determines is practicable. If any safety work rule or plan involves an expenditure of more than \$100.00, Board approval shall be required. Nothing contained herein shall be construed to restrict the Superintendent's authority to take immediate action to address any safety concerns.

6.10A Union Representation of Disciplinary Matter Affecting Reemployment or Dismissal of Employee

When the Superintendent requires an employee to attend a meeting for disciplinary matters which could affect the reemployment or dismissal of said employee, that employee may request a Union representative to be present. If the Superintendent requires the meeting to be held during the working time of the employee or the representative, release time shall be granted. Normally, such meetings occur outside the workday. The District subscribes to the concept of progressive discipline. While it is desirable to follow the normal sequence of progressive discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately. Steps of progressive discipline: oral warning, written warning, suspension without pay and discharge. If an employee requests a hearing, the cost of the hearing, if the employee is found to be at fault, will be the employee's responsibility. Employees who are fired or dismissed will have all sick days turned into IMRF. If an ESP is RIF'd or resigns, they have the option to turn days into IMRF and/or convert unused sick leave days to severance pay at their current hourly wage.

6.11A A non-certified employee will receive a payment of fifteen dollars for each sick leave day not used during the employees employment with Unit 40. This payment will be made after the last payday in August. A non-certified employee has the option of applying credit for these days to his/her retirement pension as per Illinois School Code. After applying credit for unused sick leave days to retirement, any balance of unused sick days remaining will be converted to severance pay as described above.

ARTICLE VII

Leaves

7.1 Sick Leave:

Each full time employee of Calhoun Community Unit School District 40 shall be entitled to thirteen (13)-paid sick leave days per year. Sick leave shall be used for personal illness, quarantine at home, a serious illness or death in the family. A day of sick leave equals the number of hours the employee is regularly scheduled to work in a day. Immediate family shall include mother, father, mother-in-law, father-in-law, husband, wife, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, sister, brother, brother-in-law, sister-in-law, grandson or granddaughter, niece, nephew, aunt, uncle and cousin.

IMRF eligible employees will receive a tiered sick leave accrual rate as follows:

Year 20 – 20 days

Year 21 – 21 days

Year 22 – 22 days

Year 23 – 23 days

Year 24 – 24 days

Year 25 – 25 days

Year 26 – 26 days

Year 27 – 27 days

Year 28 – 28 days

Year 29 – 29 days

Year 30 and beyond – 30 days

The Board may require any employee who has a personal illness that causes the employee to miss three or more consecutive days of work to present a physician's certificate of fitness for duty before returning to work.

When attendance at a funeral of a deceased person other than those mentioned previously seems obligatory on the part of the employee, the Superintendent may, upon request, grant sick leave for such an exception. Such request should be made to the Superintendent of Schools prior to the date of the funeral.

If such employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to an unlimited number of days at full pay including the leave of the current year.

7.1.1 Certified Sick Leave Enhancement:

An employee who is eligible for retirement under TRS will receive an “enhanced sick leave benefit” consisting of the Board granting the employee a one-time “balloon” amount of sick leave days, in addition to the employee’s annual sick leave allocation. To be eligible for the benefit, the employee must meet the following criteria at the time of the request for the enhanced sick leave benefit:

1. A minimum of 20 years of employment as a teacher in the Calhoun School District
2. Submit an irrevocable letter of resignation to the Board of Education two years prior to the effective date of the resignation due to retirement; and
3. A minimum of 150 accumulated sick leave days.

The total number of additional days that will be added to an employee’s current sick leave accumulation will be calculated using the following formula:

Certified Employee’s Current Accumulation + Additional Days = 340 Days

The employee will be credited the additional days once the Board of Education has accepted the employee’s letter of resignation, but no sooner than August 1 in the year preceding the last year of employment. All additional sick leave days that are credited by the Board are useable by the employee (As defined in Public Act 92-0867).

An employee receiving sick leave enhancement benefit shall not be eligible for severance pay for any unused sick leave days as specified in Article VII, Section 6.13, Severance Pay.

Once accepted by the Board of Education, the employee may not withdraw or revoke the resignation due to retirement, without the approval of the Board of Education. The Board is under no obligation to withdraw or revoke the resignation. Once approved, the resignation date cannot be changed.

If an employee has met all other requirements for the sick leave enhancement and has submitted an irrevocable letter of resignation to the Board of Education by October 1 of the current school year for retirement at the end of that current school year, item number three (3) will be waived. The maximum number of days added would be the maximum allowed by TRS.

7.2 Sabbatical Leave:

The Board may grant a sabbatical leave of absence to certified personnel for a period of at least four school months, but not in excess of one school term for resident study, research, travel or other purposes designed to improve the school system.

This leave may be granted after completion of every six years of satisfactory services as a full time certified employee.

Applicant desiring a sabbatical leave shall submit proposed plans for activities and benefits for the school system. Plans, when approved, shall not be modified without the Board's approval.

Before leave is granted the applicant shall agree in writing that if at the expiration of such leave he does not return to and perform contractual continued service in the District for at least two school terms after his return, all sums of money received from the Board during his sabbatical leave will be refunded to the Board unless return and performance is prevented by illness or incapacity.

Requests for sabbatical leave must be received by the Unit Superintendent in writing no later than April 1 of the year proceeding the school year in which the sabbatical leave is requested.

During absence pursuant to such leave, such certified employee shall receive the same basic salary as if in actual service, except that there may be deducted an amount equivalent to the amount payable for substitute service. The salary shall in no case be less than the minimum salary as provided by Section 24-8 of the Illinois School Code or 1/2 of the basic salary, whichever is greater.

Upon expiration of a sabbatical leave, the certified employee shall be returned to a position equivalent to that formerly occupied. The contractual continued service status of the person on sabbatical shall not be affected.

Absence during a leave granted shall not be construed as a discontinuance of service, including progression on the salary schedule. The Teacher Retirement System payment required of the person on leave shall be a proportional part of such rate for a partial year of sabbatical leave credit and shall be paid by employee.

No more than one certified employee during a given year may be granted a sabbatical leave.

7.3 Leave of absence:

Leave of absence for travel, pregnancy, extended illness, or business obligations may be granted without pay for no longer than one (1) year.

All leaves of absence are subject to the recommendation of the Unit Superintendent and subject to the approval of the Board, providing a suitable substitute teacher can be obtained.

If an employee were to take an entire year leave, the employee shall not accumulate sick leave, vacation time or seniority.

7.4 Jury Leave:

The School District will pay the full salary when an employee is absent for jury duty or to witness in court (subpoenaed) and the employee will remit all enumeration for such service to the school district.

7.5 Personal Leave:

Teachers, 12-month or school year ESPs shall be entitled to five (5) days of personal leave. Personal leave cannot be taken on a day before or after a school holiday unless approved by the Superintendent nor during the final two weeks of school. With the exception of the Washington DC trip: employees may use up to 5 personal days. Each unused personal day shall be added to the total accumulated sick days.

7.6 Union Leave:

Should the Association send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused up to a district-wide maximum of four (4) days per year without loss of salary providing that the Association shall reimburse the District for the cost of substitutes.

The frequency of excused leaves shall not impair the quality of classroom instruction, and a written request for leaves shall have been submitted to the Superintendent at least seven (7) days in advance.

7.7 Professional Leave:

The Unit Superintendent may authorize professional leave for attendance of personnel at state, local, or national meetings without pay deduction.

The number of absences allowable for professional leave is a value judgment on the part of the Unit Superintendent and is subject to budget limitations for employing substitutes and reimbursement for meals, and lodging.

7.8 Sick Leave Bank

A sick leave bank will be established for all employees to be used in the event of a catastrophic illness (defined as a life-threatening illness), surgery, a temporary disability requiring extended hospitalization or home confinement, or for the same reasons involving immediate relatives of the employee when the employee is the sole care giver for the relative. Normal pregnancy, child care, or elective surgery is not considered to be valid reasons for use of the sick leave bank.

Each participating employee shall contribute one (1) sick day per year to a sick leave bank. Separate sick banks exist: one for certified employees and one for ESP employees. Each sick leave bank can accumulate 270

days total. Once 270 days are reached, only new hired employees will have to contribute to join.

A joint District-Union committee shall govern the sick leave bank. The committee shall consist of three (3) members, two selected by the Union and one (1) selected by the District. The program shall be voluntary; however, only those employees who contribute to the bank shall be able to participate in the program. Employees may contribute additional sick days to the sick leave bank.

To make a withdrawal from the sick leave bank, the employee must have exhausted his/her sick and personal leave. Upon the first application to use days from the sick bank, a maximum of 25 days could be granted. If an employee would need more than 25 days, they must apply one week prior to the end of the first granted sick bank leave. The employee would be limited to 180 max per event. The employee must apply to committee for the withdrawal. The decision of the committee shall be final and not subject to the grievance procedure.

7.9 Uncompensated Leave

Teachers, 12-month or school year EPSs shall be entitled to three (3) days of uncompensated leave. When an employee takes this leave, his/her pay shall be "docked" at the daily rate for each day of uncompensated leave taken. This leave shall not accumulate.

7.10 Family Medical Leave Act

Family and Medical Leave must be granted by the Board and the employee shall notify the Superintendent, Board of Education and Human Resources of the intent to take a FMLA leave and the dates the leave is requested 30 days prior to the date the leave is to commence when possible without pay. The employee must use all sick days first and then may take unpaid FMLA days. The employee shall notify the Superintendent, Board of Education and Human Resources of the intent to take a FMLA leave and the dates the leave is requested 30 days prior to the date the leave is to commence when possible. Employee and Human Resources will meet 30 days prior to determine salary adjustments and leave days to be used. Extension of FMLA leave may be granted by mutual agreement in the event of unforeseen problem. Prior to their return to duty, a statement from their physician attesting to their physical ability to resume their responsibilities must be presented to Human Resources.

ARTICLE VIII

Compensation

8.1 Payroll Installments:

On a form developed by the District, employees shall annually elect the distribution of their compensation within the first week of the new school

year. The election will be irrevocable for the remainder of the school year and shall remain in effect until the employee notifies the Bookkeeper of his or her desire to make a change in this election by August 25th of the next school year. Employees first hired for or after the 2013-2014 school year, retiring employees, and employees who participate in Section 125 tax sheltered deductions must defer their compensation over twelve (12) months. Twelve-month ESPs shall be paid their wages over a 12-month period. Paydays will be on the 10th and 25th of each month, with timesheets due on the 1st and 16th. The daily rate for certified staff is 1/180 of their salary.

8.2 Pay Days-School Not In Session:

If a regular pay date during the school term falls on a day when school is not in session, employees shall receive their checks on the last work day prior thereto. During the summer, checks will be mailed so that they will reach employees on the appropriate pay day. A list of payroll dates will be available from the bookkeeper as requested.

8.3 Supplemental Jobs – Added to Salary Schedule

The supplemental pay schedule shall be set forth in Appendix B which is attached to and incorporated into this agreement. Supplemental jobs are defined as assignments that are in addition to the normal work schedule and/or that exceed the normal work day.

8.4 Supplemental Jobs – Payroll Procedures

Stipends shall be added to the employee's salary and included in each pay period or at the employees request, paid in a lump sum (or two equal lump sums). Athletic coaches will receive final payment at the season or activity end, after the completion form is signed by the principal, athletic director, and the superintendent insuring that all district equipment and uniforms are turned in. Stipend employees must notify the bookkeeper on or before August 31st whether they wish to be paid in a lump sum or monthly.

8.5 Tuition Reimbursement:

The Board shall pay the tuition for courses at a rate of \$116.67 per semester hour, up to a maximum of \$700 per calendar year. Tuition reimbursement submitted in excess of \$700 will not carry over to the next year. Employees wishing to claim reimbursement must submit a copy of the course description from the university catalog or website and receive written permission from the Superintendent prior to enrollment in a course.

Undergraduate level courses may be eligible for tuition reimbursement provided that written justification of its benefit to the district is submitted and approved in advance by the Superintendent.

In order to be eligible for reimbursement, written approval from the Superintendent is required before enrolling in a course and the teacher must be an employee of the school district at the time the course work is completed. In case of closed classes, the teacher will notify the Superintendent.

To receive reimbursement upon conclusion of the course, employees must complete it with a grade of A or B, or complete it with a Pass, if the course is Pass/Fail. A copy of posted grades must be submitted to the Superintendent, along with proof of paid tuition. On line course work is acceptable but must come from an accredited college or university and proof of accreditation must be approved by the Superintendent prior to enrollment in the online course.

8.6 Travel Reimbursement:

Employees wishing to use a school van must notify the Transportation Director a week in advance. Mileage will not be paid if a school van is available for use. If no van is available, the school district will pay the IRS rate per mile to an employee when that employee is required to drive his/her own vehicle in providing his/her services for the school district.

8.7 Teacher's Retirement System:

The Board agrees to contribute to the Teacher Retirement System, in addition to the established salary schedule, 9.0% for the TRS (retirement) contribution and 1.18% for the THIS (insurance) contribution, of each employee's gross creditable earnings. Should these figures change during the life of this contract, the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiation the affected provisions.

8.8 Illinois Municipal Retirement Fund

According to the authority granted by the Pension Reform Act of 1974 of the Internal Revenue Code, ESPs shall pay their required employee contribution and the Board shall pay its required employee contribution to IMRF as required by law for the employee's benefit and as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

All employees who work 600 hours or more, and are considered eligible, shall participate in the IMRF.

For the purpose of determining IMRF eligibility, the Transportation Director shall provide the Bookkeeper with the expected hours for each Bus route and the assignment of each bus driver before the beginning of the school year. Eligibility to participate for continuing employees will also be determined each year based on actual hours worked from the previous

school year per IMRF. Extra duty runs shall be assigned by district seniority.

8.9 Retirement Incentive

If a certified employee is eligible for retirement under the Teacher's Retirement Service guidelines and is not utilizing the Early Retirement Option, the teacher will be eligible for the following benefit pending an irrevocable letter of retirement submitted to the Board of Education by October 1. If an ESP employee is eligible for retirement under the IMRF guidelines, the employee will be eligible for the following benefit pending an irrevocable letter of retirement submitted to the Board of Education by October 1.

Two years retirement notification: The employee would be removed from the salary schedule, and the employee would automatically receive a maximum of a 6% creditable earning salary increase for the two consecutive years of retirement notification.

One year of retirement notification: The employee would be removed from the salary schedule, and the employee would automatically receive a maximum of a 6% creditable earning salary increase for the remaining year of teaching.

Less than one year of retirement notification: The employee would be removed from the salary schedule, and the employee would automatically receive a maximum of a 6% creditable earning salary increase for the remainder of the school year.

If the creditable earnings used to calculate the 6% salary increase include any extracurricular stipends, and the employee discontinues coaching and/or sponsorship, the amount of stipend would be reduced from the creditable earnings used to calculate the 6% salary increase.

8.10 Workers Compensation

If an employee is injured on the premises of the school they must report the incident to their Supervisor or School Nurse immediately and fill out required forms within three days of the accident. If the injured employee is off work more than three days they must provide a doctor's note in order to return to work. The employee must use three sick days or uncompensated leave days before workers compensation days go into effect. The employee must turn in a copy of their workers compensation check to the District once received. The employee will receive an adjustment in salary if they receive workers compensation wages. If their salary is adjusted, the employee will be paid the full amount of their contract between their salary and workers compensation wages received.

8.11 Early Retirement Option

The District may, in its sole discretion, limit the number of teachers who retire under the statutory Early Retirement Option in any year to 10% of those teachers who are eligible for the Early Retirement Option. In the event of any limitation upon the statutory Early Retirement Option, the teacher with the greatest District seniority shall have the participation option.

8.12 Earned Compensation Upon Termination

Any employee hired before 2012-2013 and dismissed as a result of a reduction in force, or as a result of non-renewal will have the option to be paid all earned compensation at the next pay period following the last day worked. If the employee chooses to do so, their health/hospitalization insurance will cancel as of their last day worked. If not, employee shall retain health/hospitalization insurance for a full 12 months from the start of the benefit until the end of their contract.

8.13 Movements on Salary Schedule

A certified teacher may pursue college/ university courses to further his/her educational experience. As provided in this paragraph, Calhoun CUSD #40 will recognize courses for advancement on the salary schedule that are of a graduate level or higher. The courses must be for the purpose of obtaining an advanced PK-12 education-related degree (i.e. master's or doctorate). A certified teacher's initial base salary is also based on his/her level of education – i.e., whether he/she has a bachelor's degree, master's degree, or a doctorate. If a certified teacher has completed and earned credit hours towards an advance degree (i.e. master's or doctorate) after earning his/her most recent degree, those credit hours can increase his/her initial base salary. For example, "BA+12" on the salary schedule means the teacher has a bachelor's degree and has completed and earned 12 credit hours towards a master's degree or doctorate. Only credits earned at accredited universities and colleges, and verified by official transcripts, will be considered. Certified staff who have 20 or more years of teaching experience and who are off the salary schedule and attain enough credit to move to the next educational lane are entitled to receive a \$1,000 raise in salary for each lane movement.

ARTICLE IX

9.1 Evaluations

All evaluation processes, procedures, and paperwork associated with the Calhoun Evaluation System shall be in accordance with the administrative rules for Part 50 propagated by the Board of Education of the State of Illinois. These shall be developed and implemented collaboratively by the District and the Union.

ARTICLE X

10.1 No Strike Clause:

The Union agrees that during the effective dates of this agreement, it or its members shall not strike, withhold in whole or in part any duty or service, picket, disrupt, or impair the normal functioning of the school system. The Union recognizes its responsibilities to ensure the enforcement of this article.

ARTICLE XI

11.1 Certified Personnel Compensation and Benefits Package:

A. Salary schedule and stipend schedule are attached hereto and incorporated herein as Appendices A and B, respectively. Certified Employees who are on the schedule and are eligible shall receive one step per year for the school years 2018 – 2021. Certified Employees who are bottomed out and are eligible will receive a 2% increase over their previous school year salary for each school year 2018 – 2020 and will receive a 1% increase over their 2019 – 2020 salary in school year 2020 - 2021.

B. The Board shall pay 100% health/life insurance premiums for all certified teachers hired before the 2016 – 2017 school year. Any teacher hired for the 2016-2017 school year or after shall pay \$75 per month for health insurance premium and the board shall pay the remainder of the premium.

A full time, non-Medicare eligible employee, who chooses to opt-out of single health insurance coverage will be eligible to receive a conditional opt-out incentive payment of 5% of the annual single health insurance premium benefit, provided that applicable federal or state law does not prohibit such a payment or mandates that the District automatically enroll employee in the District's group health insurance plan. This incentive payment will be taxable income and shall be paid out in 24 installments over the course of the school year. In order to be eligible for the opt-out incentive, the employee must sign a waiver declining employer sponsored coverage and provide reasonable evidence that the employee and the expected tax family has Minimum Essential Coverage (MEC), other than individual coverage, purchased through the Marketplace or otherwise. In the event an employee becomes a participant in the District's group health insurance plan, the employee is not eligible to receive the incentive payment in any future year.

Employees who desire insurance coverage for their dependents and who are approved as eligible by the carrier, may participate in the District's health insurance plan by paying for the entire cost of the family coverage.

COBRA continued coverage may be available for dependents when no longer qualified for Illinois Public Act 95-0958. Contribution of total family health premium is to be paid by employee.

11.2 ESP Compensation and Benefits Package

A. ESP salary schedule is attached hereto and incorporated herein as Appendix C. ESP Employees who are on the schedule and are eligible shall receive one step per year for the school years 2018 - 2021. ESP Employees who are bottomed out and are eligible will receive a 2% increase over their previous school year salary for each school year 2018 - 2021.

B. The Board shall pay 50% of part-time ESP positions. All full-time ESP eligible employees shall pay \$75 of their monthly health/life insurance premium and the Board shall pay the remainder of the premium.

Employees who desire insurance coverage for their dependents and who are approved as eligible by the carrier, may participate in the District's medical and hospitalization plan by paying for the entire cost of the family coverage.

COBRA continued coverage may be available for dependents when no longer qualified for Illinois Public Act 95-0958. Contribution of total family health premium is to be paid by employee.

C. Vacation

During the fiscal year they were first employed, the number of vacation days each regular twelve month employee shall receive shall be prorated based on the date of hire. Proration shall be calculated by dividing the number of days in the individual's contract and multiplying the result by 5. Fractions shall be rounded up to the next whole number.

Thereafter, regular 12 month employees with 1-10 years of continuous service in the District shall receive 10 days of vacation. Regular 12 month employees with more than 10 years of continuous service in the District shall receive 1 extra day of vacation for each year of service completed, up to a maximum of twenty (20) days of vacation. The number of years of service completed shall be determined as of June 30 each year.

A vacation day shall equal the number of hours the employee is regularly scheduled to work.

Vacation time earned in one fiscal year shall be used by the end of that fiscal year or the employee shall lose it. ESPs terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been

employed at least 12 months. Vacation remuneration shall be paid only when employment is terminated by the action of the School Board or by a two weeks' notice in writing by the employee.

Requests for vacations shall be submitted in writing to the administrator to whom the employee is responsible at least ten (10) working days prior to the day the vacation is to begin, and must be approved by the Superintendent. Requests for vacations shall be on the form provided by the Superintendent and by the required date. Every effort shall be made to meet the desires of the employee and the needs of the school system in establishing vacation dates. No more than one (1) week of vacation shall be taken during the school year.

D. Holidays

A 12 month, 260 day ESP employee will receive the following as paid holidays if the day of the holiday falls within his/her normal work year. All other school year ESP employees will receive the following as observed holidays if the day of the holiday falls within their normal work year. When a holiday falls on a weekend, it is the discretion of the Superintendent to designate if the holiday will be taken immediately before or after the holiday:

July 4

Labor Day

Columbus Day (as Board directs)

Veterans Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Martin Luther King Day

President's Day

Casmir Pulaski Day

Friday of Spring Break

Monday of Spring Break

Memorial Day

No school year employee will receive holiday pay if the Board receives a waiver from the Illinois State Board of Education and school is held (with student attendance) on a holiday. Twelve month employees shall receive another holiday if the Board receives a waiver from ISBE. The substitute holiday will be agreed to by the Board and the Union.

11.3 Insurance Committee:

An Insurance Committee shall be appointed consisting of two (2) members appointed by the Union and two (2) members appointed by the Board. The Committee shall select the health benefit carrier and benefit package to be recommended to the Board for its approval.

11.4 Shelter Insurance Payments

According to the authority granted under Section 125 of the Internal Revenue Code, employees who elect to shelter premium contributions of the major medical/health insurance plan of the District may do so by completing the appropriate election form provided by the District. The program shall be provided at no cost to the Board of Education. The employee agrees to follow all the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board of Education shall not be responsible for the failure of the above plan to meet the writing, enforceability, etc., as determined by the Internal Revenue Code. Should any of the above be declared improper by the Internal Revenue ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violates the ruling or opinion. In the event an employee leaves the employment of the School District, he/she agrees to have deducted from the last paycheck(s) an amount sufficient to cover the amount obligated or paid to or for him/her by any F.S.A. plan. She/he agrees to reimburse the school district for any amount paid to him/her in excess of his/her contribution.

11.5 Patient Protection and Affordable Care Act

If at any time during the term of this agreement, a change in federal state laws or regulation becomes effective which affects the cost or availability of any of the employee benefits offered under this agreement, the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiation the affected provisions.

ARTICLE XII

12.1 Additions and amendments to contract and stipend schedule:

A consultation committee consisting of 2 CEA members, 2 Board members, and 1 administrator shall meet a minimum of four times during the school year.

Printed contracts will be provided to teachers on the first day of teacher attendance during the school year or no later than two weeks after contract settlement if the contract is not settled by the start of school.

Seniority lists will be updated showing both years of experience and years in district. Separate lists will be maintained for certified staff and support staff. This update will be supplied to the CEA by December 1, of every year.

ARTICLE XIII

13.1 Incorporation of Board Policy:

The existing policies and procedures of Calhoun Unit 40 are hereby incorporated into this agreement, providing that these policies and procedures may neither countermand nor be contrary to the other terms and conditions of this agreement.

13.2 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 the written mutual consent of the parties.

13.3 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, section, and clauses shall remain in full force and effect.

13.4 Waiver of Additional Bargaining:

The parties hereby acknowledge that the terms and conditions included in this agreement represent the full and complete understanding between the parties. The Board and the Union, for the life of this agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, except that with the written mutual consent of both parties, such matters may be discussed and the agreement modified.

ARTICLE XIV

Fair Share

14.1 It is recognized that the Union's duties, as the sole and exclusive bargaining agent, entail expenses which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Union, such teacher will.

1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Union; or
2. Pay directly to the Union a like sum.

14.2 In the event such an authorization is not signed or such payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective date of this Agreement, whichever is later, the Board shall, after notification in writing from the Union, deduct such amount in equal payments from the regular salary check of the teacher.

14.3 The Union, the Illinois Federation of Teachers, AFL-CIO, and the American Federation of Teachers, AFL-CIO, agree to defend, indemnify and hold the Board harmless against any claims, demand, suit or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

14.4 The Union shall annually certify to the Board the amount constituting each nonmember employee's share which amount shall include only such expenses as qualify for inclusion in the Fair Share fee pursuant to the rules and regulations of the Illinois Educational Labor Relations Board. Such certification shall be made in writing by the Union president and submitted to the business office on October 1st of each year. In the event a teacher objects to the amount of such fee, the Union shall place the objecting teachers' fees in a blind escrow or blind trust pending final determination of the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board or any impartial fact-finder appointed by the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action.

14.5 If a nonmember teacher declares the right of non-association based upon bona-fide religious tenets or teaching of a church or religious body of which such teacher is a member, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a nonreligious charitable organization mutually agreed upon by the teacher and the

Union. If the teacher and the Union are unable to reach agreement on the matter, the charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

14.6 Board agrees to extend Fair Share to ESPs who are regularly employed at least 4 hours per day.

14.7 Terms of Agreement:

The agreement that became effective on _____, 2018 with certified teachers is now modified and ratified by the parties to include additional language regarding ESPs. This agreement expires on August 31, 2021.

In witness thereof:

Calhoun Education

Board of Education, Unit #40

Association

De Dye
Secretary

Chris

President

Date

Sue Hiller 6-3-18

Secretary

Date

Leadership Team
Member

all N 6/3/2018

President

Date

TJB

Secretary

Date

Unit

Superintendent

Dr. Kate Jones 4/3/18

Date

APPENDIX A: Certified Salary Schedule (see Article 11.1)

	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36
0	\$ 28,933.31	\$ 29,787.52	\$ 30,576.20	\$ 31,388.65	\$ 32,144.67	\$ 32,931.12	\$ 33,713.25
1	\$ 29,787.52	\$ 30,576.20	\$ 31,361.55	\$ 32,282.42	\$ 33,066.64	\$ 33,854.21	\$ 34,633.99
2	\$ 30,576.20	\$ 31,361.56	\$ 32,146.89	\$ 33,193.26	\$ 33,979.73	\$ 34,768.41	\$ 35,552.64
3	\$ 31,361.55	\$ 32,146.89	\$ 32,933.34	\$ 34,110.80	\$ 34,899.48	\$ 35,681.50	\$ 38,139.71
4	\$ 32,146.89	\$ 32,933.34	\$ 33,726.47	\$ 35,026.12	\$ 35,814.80	\$ 38,096.40	\$ 39,097.25
5	\$ 32,933.34	\$ 33,726.47	\$ 34,508.47	\$ 35,944.75	\$ 37,880.89	\$ 39,056.13	\$ 40,061.43
6	\$ 33,716.47	\$ 34,508.47	\$ 35,293.82	\$ 37,638.75	\$ 38,829.53	\$ 40,005.88	\$ 41,018.94
7	\$ 34,508.47	\$ 35,293.82	\$ 36,512.37	\$ 38,600.71	\$ 39,772.61	\$ 40,963.40	\$ 41,982.01
8	\$ 35,293.82	\$ 36,336.87	\$ 37,307.72	\$ 39,516.01	\$ 40,721.25	\$ 41,918.70	\$ 42,940.65
9	\$ 36,163.59	\$ 37,132.22	\$ 38,105.27	\$ 40,470.20	\$ 41,664.33	\$ 42,871.77	\$ 43,900.38
10	\$ 37,132.22	\$ 38,105.27	\$ 39,085.02	\$ 41,604.34	\$ 42,814.01	\$ 44,035.91	\$ 45,067.84
11	\$ 38,099.72	\$ 38,900.62	\$ 39,885.92	\$ 42,547.41	\$ 43,743.76	\$ 45,037.86	\$ 46,035.37
12	████████	\$ 39,695.96	\$ 40,685.70	\$ 43,488.28	\$ 44,714.61	\$ 45,956.49	\$ 46,995.12
13	████████	████████	\$ 41,483.26	\$ 44,429.13	\$ 45,667.68	\$ 46,895.14	\$ 47,942.55
14	████████	████████	████████	\$ 45,372.22	\$ 46,616.32	\$ 47,875.98	\$ 48,922.36
15	████████	████████	████████	████████	\$ 47,564.95	\$ 48,836.83	\$ 49,764.36
16	████████	████████	████████	████████	████████	\$ 49,797.69	\$ 50,855.17
17	████████	████████	████████	████████	████████	████████	\$ 51,946.00

The Association is observing changes to the designated (*) stipend positions. These positions will be paid at the rate in parenthesis. All employees shall remain at their current placement on the Stipend Schedule, Appendix B.

Appendix B Stipend Schedule

Stipend computed on a Base Salary of: \$28,462

Experience	0-2 years		3-5 years		6+ years	
	%	2016-2017	%	2016-2017	%	2016-2017
Dist. Athletic Director (1 release hour)	18.00%	\$5,123	19.00%	\$5,408	20.00%	\$5,692
H.S. Head Football	10.00%	\$2,846	12.00%	\$3,415	14.00%	\$3,985
H.S. Asst. Football	6.00%	\$1,708	8.00%	\$2,277	10.00%	\$2,846
H.S. Head Volleyball	6.00%	\$1,708	8.00%	\$2,277	10.00%	\$2,846
H.S. Asst. Volleyball	4.00%	\$1,138	6.00%	\$1,708	8.00%	\$2,277
H.S. Boys Head Basketball	10.00%	\$2,846	12.00%	\$3,415	14.00%	\$3,985
H.S. Girls Head Basketball	10.00%	\$2,846	12.00%	\$3,415	14.00%	\$3,985
H.S. Boys Asst. Basketball	6.00%	\$1,708	8.00%	\$2,277	10.00%	\$2,846
H.S. Girls Asst. Basketball	6.00%	\$1,708	8.00%	\$2,277	10.00%	\$2,846
H.S. Head Baseball	6.00%	\$1,708	8.00%	\$2,277	10.00%	\$2,846
H.S. Asst. Baseball	4.00%	\$1,138				
H.S. Head Softball	6.00%	\$1,708	8.00%	\$2,277	10.00%	\$2,846
H.S. Asst. Softball	4.00%	\$1,138				
H. S. Track	4.00%	\$1,138	6.00%	\$1,708	8.00%	\$2,277
H.S. FFA	4.00%	\$1,138	6.00%	\$1,708	8.00%	\$2,277
H.S. Cheer	3.00%	\$854	4.00%	\$1,138	5.00%	\$1,423
H.S. Yearbook	4.50%	\$1,281	5.50%	\$1,565	6.50%	\$1,850
H.S. National Honor Society	1.70%	\$484	2.70%	\$768	3.70%	\$1,053
H.S. Student Council	1.70%	\$484	2.70%	\$768	3.70%	\$1,053
H.S. Scholastic Bowl	1.70%	\$484	2.70%	\$768	3.70%	\$1,053
*Elem. 7/8 Girls Basketball (\$500)	8.00%	\$2,277	10.00%	\$2,846	12.00%	\$3,415
*Elem. 7/8 Boys Basketball (\$500)						
*Elem. 5/6 Girls Basketball (\$500)	4.80%	\$1,366	6.80%	\$1,935	8.80%	\$2,505
*Elem. 5/6 Boys Basketball (\$500)						
*Elem. Baseball (\$500)	3.60%	\$1,025	5.60%	\$1,594	7.60%	\$2,163
*Elem. Volleyball (\$500)	3.60%	\$1,025	5.60%	\$1,594	7.60%	\$2,163
*Elem. Softball (\$500)	3.60%	\$1,025	5.60%	\$1,594	7.60%	\$2,163
*Elem. Cheer (\$500)	1.75%	\$498	2.75%	\$783	3.75%	\$1,067
H. S. Tech Support		\$1,250				
Elem. Tech Support		\$1,250				
Sr. Class Sponsor	2.00%	\$569				
Jr. Class Sponsor	2.50%	\$712				
Soph. Class Sponsor	1.50%	\$427				
Fresh. Class Sponsor	1.50%	\$427				
Outside Band	5.00%	\$1,423	6.00%	\$1,708	7.00%	\$1,992

APPENDIX C: ESP Salary Schedules (see Article 11.1)**BUILDING SECRETARY (7.5 HOURS @ 240 DAYS)**

Steps	Hourly	Annual
0	\$12.22	\$21,998
1	\$12.64	\$22,756
2	\$13.06	\$23,514
3	\$13.49	\$24,273
4	\$13.98	\$25,159
5	\$14.26	\$25,662

TEACHER AIDE (7.5 HOURS @ 180 DAYS)

Steps	Hourly	Annual
0	\$10.10	\$13,641
1	\$10.27	\$13,858
2	\$10.60	\$14,312
3	\$10.81	\$14,596
4	\$11.04	\$14,900
5	\$11.26	\$15,198

COOKS (8 HOURS @ 180 DAYS)

Steps	Hourly	Annual
0	\$9.30	\$13,390
1	\$9.48	\$13,647
2	\$9.67	\$13,924
3	\$9.88	\$14,220
4	\$10.07	\$14,496
5	\$10.27	\$14,786

FOOD SERVICE DIRECTOR (8 HOURS @ 180 DAYS)

Steps	Hourly	Annual
0	\$10.31	\$14,840
1	\$10.48	\$15,097
2	\$10.68	\$15,374
3	\$10.88	\$15,670
4	\$11.07	\$15,946
5	\$11.28	\$16,236

TRANSPORTATION DIRECTOR / RR BUS DRIVER (9 HOURS @ 180 DAYS; 8 HOURS @ 260 DAYS)

Steps	Hourly	Annual
0	\$14.58	\$34,176
1	\$14.88	\$34,879

2	\$15.14	\$35,488
3	\$15.40	\$36,098
4	\$15.70	\$36,801
5	\$16.02	\$37,551

REGULAR ROUTE BUS DRIVER (< 6 HOURS/DAY (3.5) @ 176 DAYS)

Steps	Hourly	Annual
0	\$15.21	\$9,368
1	\$15.45	\$9,516
2	\$15.69	\$9,663
3	\$15.93	\$9,811
4	\$16.25	\$10,010
5	\$16.57	\$10,210

SPECIAL ROUTE BUS DRIVER (> 6 HOURS/DAY (6) @ 176 DAYS)

Steps	Hourly	Annual
0	\$12.33	\$13,017
1	\$12.70	\$13,412
2	\$13.07	\$13,805
3	\$13.45	\$14,199
4	\$13.82	\$14,594
5	\$14.10	\$14,886

MAINTENANCE DIRECTOR / RR BUS DRIVER (9 HOURS @ 180 DAYS; 8 HOURS @ 260 DAYS)

Steps	Hourly	Annual
0	\$16.53	\$38,746
1	\$16.83	\$39,450
2	\$17.20	\$40,317
3	\$17.56	\$41,161
4	\$17.91	\$41,981
5	\$18.27	\$42,825

CUSTODIAN (8 HOURS @ 260 DAYS)

Steps	Hourly	Annual
0	\$12.31	\$25,598
1	\$12.41	\$25,809
2	\$12.52	\$26,045
3	\$12.64	\$26,295
4	\$12.76	\$26,546
5	\$13.02	\$27,077

¾ CUSTODIAN (6 HOURS @ 260 DAYS)

Steps	Hourly	Annual
0	\$12.31	\$19,199
1	\$12.41	\$19,357
2	\$12.52	\$19,534
3	\$12.64	\$19,721
4	\$12.76	\$19,910
5	\$13.02	\$20,308

DEAF INTERPRETER (7.5 HOURS @ 180 DAYS)

Steps	Hourly	Annual
0	\$19.64	\$26,516
1	\$20.12	\$27,157
2	\$20.58	\$27,788
3	\$20.99	\$28,341
4	\$21.43	\$28,931
5	\$21.86	\$29,510

Bus Monitor will be paid \$8.25/hour

MEMORANDUM OF UNDERSTANDING

Health Benefits Provider

For the term of this agreement, health benefits shall be as described in the schedule of benefits of the MISSVIC POS Healthcare Plan (Choice Plus) unless the parties agree otherwise.

Pension Cost Shift

For the term of this agreement, if in the event the State of Illinois passes a Pension Cost Shift onto the District, both parties will agree to reopen the contract to negotiate the financial impact of this newly imposed law.

Calhoun Education Association #4181 Collective Bargaining Agreement

For 2018-2021

The signature below by the CEA President, Mrs. Christie Lorschbach, verifies the Calhoun Education Association and the Calhoun CUSD #40 School Board came to a "tentative" agreement on the newly proposed three-year contract for 2018-2021 on Monday, May 14, 2018.

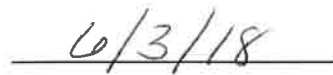
The three-year contract was approved and ratified by the CEA Union Members on Tuesday, May 19, 2018.



Calhoun Education Assoc. President Name



Calhoun Education Assoc. President Signature



Date Signed

