AGREEMENT BETWEEN

THE BOARD OF EDUCATION

TRI-CITY COMMUNITY UNIT SCHOOL DISTRICT #1

AND

THE TRI-CITY EDUCATION ASSOCIATION

2017 – 18
2018 – 19
2019 - 20

Board Approved 07/20/17

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ARTICLE I – RECOGNITION

1. The Board of Education of Tri-City Community Unit School District #1, Sangamon County, Buffalo, Illinois, hereinafter referred to as the "Board", hereby recognizes the Tri-City Education Association, IEA/NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiation representative for all regularly employed full-time certificated teaching personnel, except: Superintendent, Principals, and other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, or discipline teachers or having the authority to effectively recommend the same.

2. Part-time teachers employed fifty percent (50%) or more time shall be included in the bargaining unit but their benefits shall be prorated consistent with their fractional employment status where third party carriers permit. Part-Time teachers who are retired from the Illinois Teachers' Retirement System (TRS) may, but shall not be required to join the Association.

ARTICLE II – NEGOTIATIONS PROCEDURES

1. Each party in any negotiations shall select its negotiating representatives. Each negotiating team shall consist or no more than six (6) members.

2. Either party may select whomever they wish to represent them in negotiations except as limited in "1" above and further provided that the Board shall not select a teacher as herein defined as its representative.

3. Good faith, for the purpose of this Agreement, is defined as the willingness of both parties to meet, discuss the issues, and make proposals and counterproposals in an effort to reach an agreement. It does not imply acquiescence or concession to either party's demands either in whole or in part.

4. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals, and seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

5. Negotiations shall begin no later than June 15. All items proposed for negotiations shall be presented in writing by the Association and the School Board at the first session and thereafter shall not be expanded.

6. Bargaining sessions shall be closed. Dates of meetings shall be determined by mutual agreement. Meetings shall generally last two (2) hours, except that either party may adjourn a meeting earlier if no progress is being made toward settlement. The parties may mutually agree to extend a meeting.

7. If agreement is not reached on all items forty-five (45) days prior to the start of the next school year, either party may declare to the other in writing that a stalemate exists, and call for the services of a mediator. Services of the Federal Mediation and Conciliation Services will be used in cases of impasse.

8. A Board Policy Manual shall be furnished to the Association. When the Board feels it is necessary, the manual will be recalled, checked to see that it is complete and returned to the Association within thirty (30) days with dated changes.

9. The Board of Education shall furnish to the Association, upon one (1) week's written request, a copy of the annual financial report, annual audit and annual budget. The Board shall also provide, upon one (1) week's written request, a copy of readily available public reports concerning the financial condition of the District. Nothing herein shall require the Board/Administration to research and/or assemble said information.

ARTICLE III – PERSONNEL FILE

1. A teacher, upon three (3) days advance written notice to the Superintendent, shall have the right to review the contents of his/her personnel file. Said review shall take place during the regular hours established for the central office and shall take place at a time agreeable to the Superintendent. The Superintendent shall be present during the review. A teacher shall have the right to respond in writing to any material contained in the file and his/her response shall be attached to the file copy. Pre-employment confidential materials shall be excluded from review. Any material added to a teacher's personnel file will be given to the teacher in writing prior to its inclusion.

ARTICLE IV – REDUCTION IN FORCE BY SEQUENCE OF DISMISSAL

All teachers shall be placed in one of four groupings on the sequence of dismissal list based upon their last two summative performance evaluation ratings. Placement in one of the four groupings shall occur as follows:

Group 4 (Excellent): Two out of the last three summative performance evaluation ratings of a teacher have been Excellent, but none of the last three ratings have been either Needs Improvement or Unsatisfactory.

Group 3 (Proficient): The last two summative performance evaluation ratings have been either Needs Improvement and Proficient, or Proficient and Excellent.

Group 2 (Needs Improvement/Unsatisfactory): The last 2 summative performance ratings have been either Needs Improvement or Unsatisfactory.

Group 1 (Not Evaluated or Part-time teachers): Probationary teachers who have not been evaluated or Part-time teachers.

After a teacher is placed within one of the Groups (1, 2, 3, or 4), then the teachers shall be ranked within these respective groups as follows: Within each group the teacher with the most seniority as a teacher in Tri-City CUSD #1 shall be ranked higher on the sequence of dismissal list than the other teachers within the same grouping.

RECALL

2. The Board will comply with School Code provisions regarding reduction in force and recall.

ARTICLE V – GRIEVANCE PROCEDURE

1. Definitions:
   A. Any claim by a teacher or by the Association that there has been an alleged violation, misinterpretation or misapplication of the terms of this agreement shall be a grievance.

   B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

2. Procedures:
   The parties hereto acknowledge that it is usually more desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communications. An attempt shall be made by the grievant to resolve any grievance by means of an informal verbal communication between the grievant and his/her immediately involved supervisor. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

   Step A: If the grievance is not resolved informally, then the grievant shall present the grievance in writing to the immediately involved supervisor. The grievance shall specify the article and clause alleged to have been violated and shall state the remedy sought. The grievance must be filed at this step within thirty (30) days from the date of the occurrence of the event giving rise to the alleged violation or thirty (30) days from the time the grievant should have become aware of the grievance, whichever is later. The immediately involved supervisor shall arrange for a meeting to take place with the grievant within ten (10) days after the receipt of the grievance. The immediately involved supervisor shall provide a written answer to the grievant within five (5) days of the scheduled meeting.

   Step B: If the grievance is not resolved at Step A, the aggrieved may refer the grievance to the Superintendent or his official designee within ten (10) days after receipt of the Step A answer. The Superintendent or his official designee shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. If requested, the grievant shall be entitled to have a local Association representative present. If the administration has a person that is not a regular employee of the District present on their behalf, the grievant shall also be entitled to have a non-local Association representative present. Within five (5) days of the meeting, the grievant shall be provided with the Superintendent's written response.

Step C If the Association is not satisfied with the disposition of the grievance at Step B or the time limits expire without a response from the Superintendent, the Association may submit the grievance to the Federal Mediation and Conciliation Service, the Illinois Educational Labor Relations Board, or the American Arbitration Association (AAA) for a binding resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

If a request for a hearing is not filed within thirty (30) days of the date of the Step B answer, then the grievance shall be deemed withdrawn.

a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.

b. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the District and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

c. Each party shall bear the full costs for its representation in the grievance procedure.

d. Each party shall share equally the cost of the arbitrator and the American Arbitration Association. If either party requests a transcript of the proceedings, the party shall bear full costs for the transcript. If both parties order a transcript, the costs of the two transcripts, shall be divided equally between the Board and the Association.

e. If the Association or any teacher files a complaint or suit in a court of competent jurisdiction, the District shall not be required to process the claim or set of facts through the grievance procedure.

3. Class Grievance:
Class grievances involving more than one (1) teacher or more than one supervisor or a supervisor above the building level, shall be initially filed by the Association at Step B.

4. Grievance Withdrawal:
A grievance may be withdrawn at any level without establishing a precedent.

5. By-Pass to Superintendent:
If the grievant and the Superintendent agree, Step A of the informal grievance procedure may be by-passed and the grievance brought directly to Step B.

6. All records related to a grievance shall be filed separately from the personnel file of the grievant.

7. No reprisals shall be taken by the Board because of a teacher's participation in the grievance procedure.

8. The failure of a teacher or the Association to act on a 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 prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

9. By mutual agreement, the parties may agree to use expedited arbitration.

ARTICLE VI – WORKING CONDITIONS

1. School Day

The normal school day for teachers shall begin fifteen (15) minutes prior to the start of the school day for students (8 AM). Teachers shall remain fifteen (15) minutes after the close of the regular school day for students (3:15 PM), except that teachers shall be required to remain for:

A. Parent-Teacher/Coach Conferences: Unless agreed otherwise, a twenty-four (24) hour notification will be given including the reason. At the teacher's request the Principal and/or Superintendent may schedule the conference in collaboration with the teacher. In no instance will this supersede the district's chain of command. This information shall be included in the student handbook.

B. Meet the Teacher Night

C. Extracurricular Assignments

D. Detention Supervision

E. Faculty Meetings:
Faculty meetings will last no longer than 45 minutes after the teachers' work day once a month.

F. The parent/teacher conferences which follow the first grading period will be on Thursday from 5:00-8:00 p.m. and Friday from 8:00 a.m. to 12:00 noon. There will be an 2:00 pm dismissal on Thursday of the Parent-Teacher Conference Day.

G. It is acknowledged that there is a difference between the Elementary and the High School/ Junior high handbooks.

H. Teachers shall be required to be at their work station fifteen (15) minutes prior to the start of the school day (except when performing duties as assigned by the Principal and/or Superintendent). These duties shall include but not limited to: parent-employee and student-employee conference meetings, assigned duties before and after school, and emergencies defined by administration that affect the safety of students.

I. The Board/Administration will offer at least 4 professional development opportunities per month. Teacher will attend 8 per year.

2. School Calendar

A. The school calendar shall consist of not more than a maximum of one hundred eighty (180) teacher work days plus five (5) emergency days. Unused emergency days shall not become workdays. All other emergency days shall come at the end of the year. There will be three (3) TCEA representatives that will serve and provide input on the school calendar in collaboration with the Superintendent, Principals, and a board representative. The calendar will be presented at the February board meeting.

B. School will be dismissed at 2 pm for the first 5 days of student attendance. Teachers will stay until 3:00 pm the first four days and will engage in collaboration or work in their classrooms.

C. **Thanksgiving Vacation** – Dismissal at 2:00 p.m. the day before and resume the following Monday.

D. **Spring Break** – The District will schedule a Spring Break, which will include five (5) consecutive calendar days (Monday through Friday). Additional days will be given for the Friday before and the Monday after Easter.

E. **Teacher Institute Days–** There will be a maximum of four (4) institute days scheduled.

1) The first day of the school year
2) The first day of the second semester, and
3) At the end of the school year.
4) Additional teacher institute day

F. There will be two (2) early dismissal days (2:00 p.m.) the last two attendance days before the end-of-year workshop. Teachers will be given three (3) working days at the end of the first, second, and third grading periods to enter their grades in the grade reporting system.

3. Notice of Tentative Assignments

Tentative teaching schedules for the following school year will be distributed by the last day of the preceding school year. Class lists will be distributed by August 1st. Teachers will be notified 30 days prior to the beginning of the school year of any changes in classes being taught with the exception of resignations and/or licensure issues. In the event changes in assignments are made after this date the administration shall give reasons (in writing) to the teacher for the change in assignment.

Change in assignment for the middle/high school shall be considered as a change from one subject area to another. Change in assignment for the elementary school shall be considered as a change from one grade level to another. Changes made after August 15th will be discussed with the affected teacher who may offer additional options. Curriculum resources will be provided for all classes.

4. Prep Period
Teachers will have a preparation period time per day equivalent to a normal class period of at least forty-five (45) minutes. No block of time shall be less than 15 minutes.

On early dismissal days, those teachers who lose their preparation period shall not have one. At the elementary level, special teachers will rotate to cover other teachers' prep. On occasions such as state testing dates when teachers are assigned to proctor an exam during their prep period, administrators will attempt to reschedule a prep period. Teachers will not be paid an extra stipend for the preparation time.

5. Lunch Period
JH/HS teachers shall have a duty free lunch period equivalent to the student lunch period. It shall be at least 30 minutes in length.

Elementary teachers shall have a duty free lunch period (not including passing time) equivalent to the student lunch period and the recess that follows it. It shall be at least 30 minutes in length. Elementary teachers will not have to supervise in the lunchroom.

6. Board Minutes – The Superintendent will e-mail Board of Education minutes to the TCEA President after they have been officially approved.

7. All overnight class trips shall be voluntary.

8. Covering a class during a prep-period
If a certified staff member gives up his/her prep period to cover a class during his/her preparation period then he/she shall be paid $25 per period.

9. Special Education Staffings
Special Education staffings will be held during the teachers' normal workday so that affected employees may attend. Whenever possible staffings should be scheduled during times other than the employee's scheduled preparation periods. When staffings are scheduled during a scheduled preparation period or the employee's lunch, the employee shall be paid $25.00.

10. Perfect Attendance
A teacher who does not use any sick days shall receive the equivalent of 1 day substitute pay at the end of the school year.

11. Pay Schedule
Teachers shall be paid on the 15th and 30th of each month or the preceding business day if these dates fall on a weekend or a Holiday.

12. Direct Deposit – A direct deposit of employee's paychecks will be made available at the bank or credit union of the employee's choice. Employee initiated changes of the bank or credit union as the direct depository can be made once each fiscal year.

13. Requisitions – After approval/denial of supply requisitions, a copy shall be given to the teacher/coach involved.

14. Budget Input – The Athletic Director will meet with all coaches for the purpose of getting input into the athletic budget prior to submission to the Superintendent in the spring. There will be three (3) TCEA representatives that will serve and provide input regarding budget decisions in collaboration with the administration.

15. Vacancies – If a vacancy occurs in a teaching, extracurricular, or coaching position, or a new position is created, all teachers shall be notified of the position via District e-mail prior to being posted on the District's website under tab District Information, and then select "Employment Opportunities" tab.

    A. Those teachers applying from within the District for a teaching or managerial/administrative position who are certified and qualified to fill said vacancy shall be given first opportunity to apply and be interviewed. The Board of Education shall give consideration to the applicants' experience and seniority within the District.

    B. Teachers applying for a vacancy in an extracurricular or coaching position from within the district shall be given first opportunity to apply and be interviewed. Experience and seniority shall be considered as stated above in 15.

    C. If there is more than one position available each applicant shall need to be interviewed only once for all positions for which he/she has applied.

D. In no case shall an outside applicant fill a vacant position as defined above until all inside applicants have been given an opportunity to apply and be interviewed for such position.

E. If said position is filled by an outside person the position should be reopened to inside applicants each year; unless, the position is held by a coach with 3 years of Tri-City CUSD #1 experience. This pertains to extracurricular positions only.

F. Prior experience in other districts has no bearing on experience in Tri-City CUSD #1. Prior experience in the district as a coach in the same sport at any level; will be used to determine proper placement on the schedule. This experience within the district need not be continuous to count for proper placement on the schedule.

G. Prior to assigning teachers to a class sponsorship, the Principal will seek volunteers. If no one volunteers for a class sponsorship, the Principal shall retain the right to assign a class sponsorship to any high school teacher. Once a teacher volunteers or is assigned a class sponsorship, the teacher will follow the class through its senior year. When a teacher leaves our system, the new teacher **may** replace the teacher leaving for sponsor purposes.

16. Other District's Functions

Teachers teaching students from other districts shall not be required to attend functions at other districts that are also offered at Tri-City, i.e., Parent/Teacher conferences and/or Open House.

17. Class Size

The Board continues to be aware of the value of lower class size, and they will direct administration to meet with building teachers in order to make recommendations to the Board which reflect student and teacher needs, while balancing financial constraints.

18. Use of Surveillance / Classroom Cameras

It is understood that an active surveillance camera will be installed in both the multipurpose/cafeteria room and the gymnasiums.

If a teacher is conducting any class or test in the Multipurpose Room or gymnasiums, they have the option of notifying the office where the security system monitoring these facilities is housed, with the starting time and duration of said classes or tests and the camera will then be turned off during those said classes or test.

Except in extreme cases that may lead to criminal charges filed against the teacher, information recorded by the camera will not be used in the formal evaluation procedures as listed in Article VII – Evaluation of this Agreement.

If additional cameras are installed, the use of cameras will be subject to the same rules as in the preceding paragraphs.

Cameras will be present and operational in the classroom for the purpose of on-line classes, credit recovery, summer school and other medial-driven educational purposes. The cameras will not be used as a evaluative tool except in extraordinary circumstances.

19. Emergency School Supervision

A. Procedures for emergency closing shall be developed by the administration and announced to the teaching staff.

B. Principals shall retain by a rotating duty roster, those teachers who in their judgment are necessary to supervise the particular group of students who remain or who are returned. These teachers shall be supervised by an administrator.

21. The board agrees to notify the association of plans submitted to the State or implemented in the district. The Board further agrees to negotiate with the association the impact upon the hours, wages and terms as the Board agrees to involve the association in the development of any plans submitted. Included as subjects of bargaining shall be, but are not limited to, workload, length of the school day, committee work and caseload or number of students.

22. Teachers that are asked to teach an online class during the normal school year in addition to their standard teaching load of 6 periods per day shall be paid an additional $1/7^{th}$ of their teaching salary for a full year course. This does not apply to after school or summer school classes.

23. Zero Hour for HS classes, including PE but not limited to – teacher starts the day at approximately 7:15 am with students until 8:00 am and then ends their day 45 minutes earlier. This assignment must be agreed upon by the individual teacher**.**

ARTICLE VII – EVALUATION

1. Teaching Evaluations

   A. Teachers shall be evaluated as deemed necessary by the administration.

   B. The evaluator shall have a meeting with the teacher following the evaluation to discuss the evaluation. A post conference between the evaluator and the teacher shall be held within ten (10) working days after the formal observation.

   C. Teachers shall receive a copy of the instrument to be used for evaluating their performance prior to the evaluation. Teachers will be given no less than five (5) days' notice prior to a formal observation. Prior to the formal observation, a pre-conference will be held between the teacher and the evaluator.

   D. Prior to the evaluation conference, teachers will receive a copy of the complete evaluation instrument, except for written narrative statements, if any, which may be added at the time the conference is held.

   E. The administration will provide each teacher with a final copy of the written evaluation.

   F. The teacher shall have the right to submit a written explanation or other written statements regarding any evaluation for inclusion in his/her personnel file.

   G. Nothing contained herein shall limit the right of the administration to evaluate a teacher's performance of assigned duties during the regular school day. Any such observations which are to be used to evaluate the teacher shall be reduced to writing and discussed with the teacher in a timely manner prior to being placed in the teacher's personnel file.

   H. Agreeing to the procedures delineated above does not limit the right of the administration to utilize informal observations, and/or other evaluative criteria for considering competency of any teacher. Acts of insubordination may also be used to evaluate a teacher.

   I. Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined above. All other

aspects of evaluation, including, but not limited to criteria, instruments, or personalities shall not be grievable.

J. A teacher shall have a copy of any evaluative matter to be included in their personnel file prior to its inclusion and shall have a right to respond as stated in paragraph F above.

2. Any teacher assuming an extra curricular or athletic assignment shall be evaluated separately from their teaching assignment. The appointment to or removal of tenure teachers from these assignments shall not affect the contractual status of the teacher. Notification of removal of an assignment by the administration or resignation from an assignment by a tenure teacher shall be given before the end of the preceding school year.

3. When either party wishes a change in the evaluation plan, a committee consisting of no more than four (4) members of the Administration/Board and no more than four (4) members of the Association will be formed to review the current evaluation plan. The Association membership shall have representation from the elementary, junior high, and secondary schools.

4. The Tri-City Teacher Evaluation Process and Supporting Documents will be reviewed yearly with the committee as described in #3 above as well as in accordance with Section 24-12 of The School Code.

ARTICLE VIII – LEAVES

1. Sick Leave

Each teacher shall be granted twelve (12) days sick leave per year to be used for personal illness, quarantine at home, or serious illness or death in the immediate family (as defined in Section 24.6 of The School Code of Illinois.) For teachers that have accumulated 100 sick leave days, they will be granted 15 sick days per year. Teachers who have accumulated 150 sick leave days, will be granted 18 sick days per year.

After 5 sick days in a row a doctor's note will be required stating illness; after 7 days in a row a doctor's note stating employee is capable to return to work from illness as described.
If the teacher does not use the full amount of annual leave allowed, the unused sick days shall accumulate to 352 days, including the leave for the current year.

2. Personal Leave

Four (4) personal leave days per year may be granted for personal leave subject to the following requirements:

A. Requests for personal leave shall be made to the appropriate principal in writing forty-eight (48) hours in advance of the day for which the leave is requested.

B. Personal Days may not be used on–
   1) days of parent/teacher conferences; or
   2) the first or last three (3) days of student attendance.
   3) the day before and after Thanksgiving, Christmas, or Spring Break.

C. No more than four (4) teachers per district may receive leave on the same day, based upon order of request.

D. In case of an emergency and with the approval of the Superintendent the above conditions may be waived.

E. Unused personal leave days may be accumulated up to a maximum of five (5) days per year. Any additional personal leave, will not be allowed to accumulate as personal leave from year to year, but will be allowed to accumulate as sick leave.

F. An additional personal day will be available to teachers who have used 3 or fewer sick days. However, the maximum of five (5)

personal days per year would still apply. Unused personal leave days will be accumulated as sick days.

3. Bereavement Leave

Teachers shall be eligible for bereavement leave as follows:

1. Up to three (3) leave days for a death in the immediate family. For the purposes of this section, immediate family shall mean the employee's spouse, son, daughter, mother, father, brother, sister, corresponding in-law or step relation, grandchild, grandfather, grandmother and any person for whom the employee is legal guardian.
2. Up to 1 leave day for the death of an aunt, uncle, cousin, niece, or nephew by birth or marriage.
3. Other requests not listed in the above shall be considered for approval by the Superintendent.

Days needed in addition to the bereavement days shall be charged as sick leave.

4. Leave of Absence

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. Leaves of absence may be granted without pay to tenured teachers who desire to return to employment in a similar capacity upon termination of said leave. Said leave shall not be counted as teaching experience on the salary schedule. A letter of intent to return from a leave of absence must be filed with the Superintendent thirty (30) days prior to the end of said leave. A failure to provide said notification will be considered as having terminated contractual service.

Leave of absence without pay for not more than one (1) year may be granted to tenure teachers according to the following conditions:

A. Written notification for leaves of absence without pay shall be made at least two (2) months before the leave is desired, subject to approval by the Board.

B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request for leave.

C. 1) Prior to the start of maternity leave, the teacher may use sick days for pregnancy related illness.

2) Teacher sick leave absences that have occurred beyond the employee's accumulated number of sick days prior to the maternity leave commencing may indicate an extended disability. A physical by a physician mutually agreed upon by the superintendent and the teacher and at the District's expense may be required of the teacher in order to substantiate her ability to teach.

5. Eligible employees may use unpaid family and medical leave (FMLA leave) guaranteed by the federal FMLA act, for up to a combined total of 12 work weeks per rolling year.

During the family medical leave period, the employer shall continue to pay the health insurance premium pursuant to this collective bargaining agreement. While FMLA leave is normally unpaid, the District may substitute an employee's accrued paid leave for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA 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 12 weeks of leave in a calendar year (January 1 – December 31). Following the leave period, employees shall be reinstated to his or her previous position, if it is available. If the employee's previous position is not available, the employee shall be reinstated to an equivalent position.

6. Teachers on Approved leave will advance on the salary schedule if more than ninety (90) days of the school term are worked.

ARTICLE IX – ASSOCIATION RIGHTS

1. Teachers shall have the right to organize, join, or not join the Association and to participate in professional negotiations with the Board.

2. Dues Deduction – The Board shall deduct from each Association member's paycheck the current dues of the Association, provided that the Board has the teacher's executed authorization for annual dues deduction, the amount of which shall annually be certified by the Association. The authorization shall be furnished by the Association. Authorization forms are to be submitted prior to October 1 of each school year.

3. Fair Share – Effective 1992-93 School Year
   A. Each bargaining unit member (except those who were not members on October 1, 1991), 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 in accordance with IELRB rules and regulations.

   B. 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 Board shall deduct the fair share fee from the wages of the nonmember.

   C. Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.

   D. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

      1) The employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it desires, and

      2) The employer gives full complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

   E. The Association agrees that in action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative

agency as a direct consequence of the Employer's compliance with this Article.

F. 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 said employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee the Association will make a payment on behalf of the employee to a mutually agreeable nonreligious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE X –ECONOMIC PROVISIONS

1. Compensation

A. Regular salary schedule is affixed hereto as Appendix A. The salary schedule will include the shelter teacher retirement contribution.

The Board shall pay to the Teachers' Retirement System 9.0% of the professional staff member's salary on behalf of each professional staff member. The Board also shall contribute to the Teacher Health Insurance Security Fund (THIS) through the appropriate state agency on behalf of each professional staff member 1.18% of the professional staff member's creditable earnings.

Three year contract with Step + 1% added to each cell in each of the three years.

Teachers at the bottom of the salary schedule will also receive 1%.

B. Extra Duty Schedule

The coaching salary will remain frozen at the 2015 – 16 rate.

2. Health Insurance

As for insurance, the Board shall pay up to $600 for health insurance for individual premium, $750 for employee plus child, $850 for employee plus spouse, $1,065 for family. As for dental, the Board shall pay up to $30 towards the monthly premium and for vision the Board shall pay up to $10 towards the monthly premium. If the premium is below the said amounts, the employee will not receive the difference. The Board's responsibility is capped at the amounts listed above, and the Board will not have any liability for amounts over the amount of the actual coverage.

For all new employees beginning in January 1, 2017, the individual premium of $600 will be the only insurance option offered.

When soliciting bids, the district will establish an insurance committee that is comprised of three board members and three TCEA members with the Superintendent serving as the facilitator to assist in the solicitation and consideration of the bids. The committee will provide a recommendation for insurance benefits and carrier to the board for final consideration.

If employees elect to participate in the district's health insurance plan, they are eligible to receive district paid life insurance as term life insurance in the amount of $25,000.00.

The Board will provide a Sec. 125 plan to shelter employee premium costs.

Should future rate increases occur for the October 1 renewal date, the Board acknowledges TCEA's right to make proposals accordingly.

3. Professional Leave

Teachers may be allowed and are encouraged to attend workshops, professional meetings, or clinics in their respective academic areas or extracurricular assignments as determined and pre-approved by the Superintendent. Each teacher may be allowed to attend no more than three days per school year. A fourth day of professional leave may be granted to a teacher for an assigned extracurricular activity. The fourth professional leave day shall only be approved for a specific extracurricular activity assigned to the teacher by the Board of Education. However, no more than two teachers per day may be granted professional leave on the same day by the Superintendent. The Superintendent may waive the two teachers per day restriction at his sole discretion.

Once a teacher complies with this section, he/she shall be reimbursed within five (5) school days after the formal approval of the expenditure by the Board of Education. Reimbursement shall consist of pre-approved lodging, transportation, meals, tuition fee, and other miscellaneous expenses that are pre-approved by the administration. If the administration requires a teacher to attend a workshop which is conducted other than during school hours, the District will pay the teacher $10.00 per clock hour of class attendance plus tuition and registration fee (providing workshop does not give college credit). If the teacher attends a workshop with prior approval of the administration during times other than during the school hours, the District will reimburse the teacher the amounts stated above. However, for workshops approved but not required by the administration, the teacher shall receive no credit towards horizontal movement on the salary schedule. In all cases, teachers wishing to attend workshops outside the regular school hours must have prior approval by the administration prior to enrolling the workshop.

4. Extracurricular and Athletic Pay

Extracurricular assignments and athletic stipends will be paid pro rata over the year or at the end of the activity or season. The teacher shall indicate his/her choice by the end of the first workshop day of each school year. If extra pay is taken as a lump sum it will be paid as a separate deposit.

5. Mileage

The mileage will be set each year at the IRS rate in January to go into effect in July for the next fiscal year.

6. A. Certified teachers with contracts extended beyond one hundred eighty (180) days shall be paid $300.00 per week, except the guidance counselor who shall work one month and be paid 1/9 of their salary basis. The Athletic Director will receive a minimum of 2 periods per day and a 1/9th salary stipend for a 10 month contract. Extended contracts shall be offered or not offered at the sole discretion of the Board.

7. Retirement Bonus

An employee who first tenders an irrevocable letter of resignation and retirement to the Board in order for the employee to retire on a date certain in the future under a Teacher Retirement System (TRS) Retirement program shall be eligible for a retirement incentive in up to each of his or her final four years of teaching service, subject however, to compliance with the following conditions:

1) An employee seeking to utilize the retirement incentive who will retire between fifty-five (55) and sixty (60) years of age on the date of retirement shall have no fewer than 35 years of service creditable to TRS, of which no fewer than the last twenty (20) years of continuous service shall have been served exclusively for Tri-City CUSD #1. Teachers must retire the first year they are eligible under TRS rules (currently 55 years of age or more with at least 35 years of service credit, or 60 years of age). An employee seeking to use this incentive who is over sixty (60) years of age shall have no fewer than twenty (20) years of continuous service exclusively performed for the Tri-City CUSD #1 on the employee's date of retirement to the TRS retirement program; and

2) The employee shall be no less than sixty (60) years of age on or before May 1 of the year of retirement or shall be at least fifty-five (55) years of age by December 31 of the year of retirement and shall have not less than thirty-five (35) years of creditable service to TRS on the date of the employee's retirement or have such TRS service credit and be such age as to retire without the District incurring any additional payment, penalty, or cost to TRS (such as ERO payment, e.g.) other than the employer's normal TRS payment (nine percent (9.0%) of creditable earnings). In the event that there is any question as to the correct interpretation of the conditions contained herein, this provision shall be read to disqualify the teacher from receipt of any incentive hereunder if the employer shall be required to pay to TRS any additional payment,

penalty, or cost other than the employer's normal TRS payment (nine percent (9.0%) of creditable earnings); and

3) The employee shall have tendered to the Board a binding, irrevocable notice of resignation and retirement for a date certain in the future, not more than four school terms (school terms generally run from mid-August to late May or early June) from the date the letter of resignation and retirement is received by the Board. The notice must be given on or before August 1st of the year which is intended to count as the first year of receipt of retirement incentive provided for herein below; and

"TRS creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Incentive), shall mean total TRS creditable earnings as defined by TRS and includes any extra stipends, step, longevity, lane movement and specifically includes pension payment.

To receive the full value of the incentive provided for herein the employee shall fully perform all his or her duties during the incentive period. Any reduction in performance of duties to the District by the employee during the incentive period (dock days or leave of absence without pay, for example) shall result in a corresponding reduction in salary and benefit amount to the employee (the employee shall receive less than the six percent (6%) incentive contemplated herein.)

In exchange for the employee's written, binding, irrevocable resignation on a date certain (as defined herein above), the District shall remove the employee from the salary schedule (or other payment schedule that may be applicable) and for each year of eligibility, the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment beginning with first year of the incentive period.

If an employee has any additional paid services (extended contract or duties paid in addition to salary schedule rate) at the commencement of the retirement incentive period and such employee ceases to perform those services during the retirement incentive period, the calculation of the employee's salary which is subject to the six percent (6%) increase provided for herein shall be reduced by the value of the services not performed.

Once an irrevocable letter of retirement is submitted and the retirement incentive period begins, the employee will not be assigned, nor may the employee apply for nor assume any additional duty, perform any additional service, receive any additional assignment nor do any additional work (hours, days, weeks or months) of any kind for the employer beyond what the employee had been doing when the retirement incentive period began. Nothing in the foregoing shall be read to restrict the ability of the Association and the District to mutually agree to a change in positions resulting in no loss of pay or duties for a teacher, and resulting in no additional cost or penalty to the District.

If an employee fails to complete the retirement incentive period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option, causing the District to have to pay monies not contemplated herein to TRS, the District shall be entitled to recover from the employee all retirement incentive payments made to the employee (the employee's creditable earnings after receipt of the retirement incentive provided for herein minus the employee's creditable earnings if no incentive had been paid) including tax and retirement withholdings, plus attorney's fees related to enforcement of this provision.

In no event will an employee subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of six percent (6%) of the prior year's TRS creditable earnings, unless such increase is specifically exempted from penalty or additional cost to the District by TRS law or regulation in full force and effect at the time of the increase.

If, during the term of this provision, any law is enacted which changes in any way Board penalties or costs to the Teacher Retirement System which were required of the Board when this provision was agreed upon by the parties, either by increasing employer payments or increasing payments made by the employer on behalf of its employees, or if such change results in a greater cost to the Board for active employees or retiring employees, then this provision shall become null and void, except to the extent that there is a "grandfather" provision in the law or its rules that exempts this Agreement from its application. Additionally, if any law is enacted that changes the way in which the retirement bonus can be offered without penalty or additional cost to the District or amends the cap on end-of-career salary increases without District

penalty, the parties shall, at either's written request, commence negotiations regarding a successor provision.

No payment of any kind to TRS, nor to any employee, except as expressly and explicitly provided for herein was contemplated, was intended or enacted by the Board at the time of the adoption of this provision.

If TRS should at any time have objections, or advises that the District will incur penalties or payments not contemplated by the Board at the time this provision was adopted by the Board and it is possible to revise the provision to avoid such penalties or payments, then this provision shall be so revised so as to avoid all penalties, costs, or payments that are inconsistent with the terms of this provision.

ARTICLE XI – PROFESSIONAL DEVELOPMENT OPPORTUNITIES

1. The Board of Education shall pay up to 16 semester hours per calendar year for each teacher at a rate of $150.00 per semester hour for a maximum of $2400.00 per year, subject to the restrictions as listed below.

   Any teacher may apply for tuition reimbursement. To receive such grant, the teacher shall:

   A. Apply in writing to the Superintendent not later than the date of first class meeting in the course for which the tuition grant is sought; and

   B. Obtain the written approval of the Superintendent who shall in his/her sole and exclusive discretion make such determination on the criteria listed in #4; and

   C. Demonstrate successful completion of the approved coursework with a grade of "B" or better by production of certified transcript or other certified proof provided by the institution wherein the coursework was taken.

   D. All coursework must be in a graduate education degree program plan of study directly related to the teacher's current assignment or in a graduate degree plan of study in educational administration. Any other graduate course(s) outside an approved plan of study may be approved by the Superintendent. Such approval or denial of individual course(s) shall be at the sole discretion of the Superintendent.

   E. All coursework from schools other than Illinois public colleges and universities must be from National Council for Accreditation of Teacher Education (NCATE) approved programs.

   F. No more than 9 semester hours per calendar year use for credit reimbursement or advancement on the salary schedule may come from on-line courses, unless they are in an accredited degree program.

   G. Any teacher who terminates employment with the District within 3 years towards earning a degree shall promptly reimburse the District for the full amount of tuition payments received from the District toward such degree. Teachers with 20 years of experience in the District are exempt.

ARTICLE XII – EFFECT OF AGREEMENT

1. Complete Understanding

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto which may be altered, changed, added to, deleted from, or modified only through written, voluntary, and mutual consent of the parties in an amendment hereto. The Association and Board agree that all negotiable items presented have been discussed during the bargaining leading to this Agreement. Further, the parties agree that negotiations will not have to be reopened on any item contained in this Agreement or discussed during the bargaining leading to this Agreement, nor will negotiations need to be reopened on any permissible management action during the life of this Agreement. The following items are specifically excluded from this section:

A. Modifications to the current major-medical hospitalization insurance programs.

B. Change in current practice on preparation time.

It is understood by the parties that A and B above are mandatory subjects of bargaining.

2. No Strike Clause

The Association and the teachers agree not to engage in, encourage, or support any cessation of work or slowdown of work during the term of this Agreement.

3. 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.

4. This Agreement shall become effective August 17, 2017 and shall continue in effect until August 17, 2020.

This Agreement is signed this _20th day of __July___, 2017.

FOR THE TRI-CITY EDUCATION ASSOCIATION (TCEA)

_____
President

_____
Secretary

FOR THE BOARD OF EDUCATION TRI-CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1

_____
President

_____
Secretary

Appendix B

Extra Duty Schedule 2017 – 20
Base: $31,474

Position	0-1-2	3-4-5	6-7-8	9-10-11	12+
HS Basketball (B & G)	13.3% $4,186.04	14.70% $4,626.68	16% $5,035.84	17.30% $5,445.00	18.60% $5,854.16
HS Volleyball	12.00% $3,776.88	13.40% $4,217.52	14.70% $4,626.68	16.00% $5,035.84	17.30% $5,445.00
Asst. HS Basketball (B & G)	10.70% $3,367.72	12.00% $3,776.88	13.40% $4,217.52	14.7% $4,626.68	16% $5,035.84
MS Basketball (B & G)	10.00% $3,147.40	11.40% $3,588.04	12.8% $4,028.67	14.0% $4,406.36	15.3% $4,815.52
Asst. HS VB, JH VB, HS Baseball, HS Softball	8.10% $2,549.39	9.40% $2,958.56	10.70% $3,367.72	12.00% $3,776.88	13.30% $4,186.04
JH VB, JH Asst. Basketball	8.00% $2,517.92	9.3% $2,927.08	10.70% $3,367.72	12.00% $3,776.88	13.30% $4,186.04
JH Baseball, JH Softball, JH Track (2), JH VB Asst.	4.75% $1,495.02	5.40% $1,699.60	6.10% $1,919.91	6.75% $2,124.50	7.40% $2,329.08
HS Cheerleading	4.60% $1,447.80	4.95% $1,557.96	5.30% $1,668.12	5.70% $1,794.02	6.10% $1,919.91
Asst. JH/JV Base, JH/JV Softball, JV Soccer	4.30% $1,353.38	4.70% $1,479.28	5.00% $1,573.70	5.40% $1,699.60	5.80% $1,825.49
JH Cheerleading	4.00% $1,258.96	4.40% $1,384.86	4.80% $1,510.75	5.10% $1,605.17	5.50% $1,731.07
Class Sponsors	FR 1.20% $377.69	SO 2.40% $755.38	JR 9.60% $3,021.50	SR 3.60% $1,133.06	Divided by # of sponsors
Literary	3.70% $1,164.54	Student Council	3.05% $959.96	National Honor Soc.	1.25% $393.43
Elem Yearbook	3.05% $959.96	Elem Playground	4.75% $1,495.02	Musical	5.60% $1,762.54
HS Yearbook	4.35% $1,369.12	JH & HS Scholastic	2.65% $834.06	Musical Asst.	4.10% $1,290.43
Madrigals	4.10% $1,290.43	Band (SEMA)	1.8% $566.53	FFA	5.60% $1,762.54
Bus Chaperone - $14/hour		Supervision - $30/night			