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The Carbondale Education Association's Public Posting
September 24th, 2018

ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD • CHICAGO

The Carbondale Education Association (CEA) is committed to the students, families and communities of Carbondale, Illinois. It is our goal to ensure that Carbondale Elementary School District No. 95 is providing a high quality education in a safe learning environment for the children of the Carbondale community. We work daily to maximize the potential of our students despite minimal curriculum and supporting materials. The teachers in District 95 are proud of the contribution they make daily to the lives of their students and the Carbondale community. The CEA has analyzed the district finances. The district has the funds to meet our financial and retirement proposal which would attract high quality teachers to District 95. High quality teachers are necessary for the district to be able to provide an excellent education for the children of the Carbondale community. Teachers are the foundation of any school district. Our country and our state are currently in the midst of a teacher shortage. It more important now than ever that our district is investing in teachers.

The teachers of District 95 were hopeful about starting the school year with a new administration. We felt there would be many positive changes coming for our school district. In an attempt to ensure that our new superintendent did not have to start the school year with the added pressure of negotiations, it was our goal to ensure the bargaining process was over by July 1. Apparently, the school board did not have the same goal. At our first bargaining session with the new superintendent present, we were asked to give up all of our language requests so that our new superintendent would have an opportunity to prove that he would bring about positive change. In an effort to compromise and meet the board's request, we gave the school board numerous proposals that met this request. These proposals only included language changes that are necessary due to changes in the law. None of those offers have been accepted.

Because the teachers of District 95 care about what is in the best interest of their students and the Carbondale community, 137 teachers have been working without a contract since the start of the 2018-2019 school year. The CEA initiated negotiations in March and were able to begin bargaining in April. Despite meeting ten times for many hours throughout the summer, no agreement has been reached. Our negotiating team members have endured verbal abuse from the Board's attorney while trying to come to an agreement that will be in the best interest of the children of District 95 and the Carbondale community. Progress has been hindered due to the board's unwillingness to provide written proposals. Even with the assistance of a federal mediator, an agreement was not made. Still, CEA will continue meeting with the board in an effort to reach an agreement.

The teachers of District 95 have endured six years of an incompetent administration. We have lost many quality teachers from our district because of the toxic, unhealthy working environment and lack of leadership that has existed over the past six years. This environment has included a lack of curriculum and instructional materials, bullying and harassment from administration, very few resources to address student discipline, extensive scheduling issues and a substitute teacher shortage. Throughout the negotiating process, punishments the board wanted to implement were presented as incentives. For example, the board made a proposal requiring teachers to provide doctor's notes after seven non-consecutive sick days. Legally, the cost of providing these doctor's notes would be an expense that the district would be required to incur.

Another proposal by the board is an attempt to break the promise of a long-standing benefit. Retiring teachers have been promised, upon submission of their retirement letter to be guaranteed the retirement benefit. In essence, the district promised an incentive to teachers on the condition that they retire and now is attempting to force them to retire without having to pay CEA members what the district promised. The

District has used new legislation which limits teacher retirement incentives as an opportunity to make an attempt at completely eliminate its teacher retirement incentive. This has made it clear that the board does not value the expertise of experienced teachers who have made a commitment to our community.

With the amount of reserve funds that the District has, an entire school year can be funded using money the District has in the bank without needing extra funds from the state. In October 2017, the Assistant Superintendent reported that the district is in good financial health. One of the contributing factors to the good financial health of our district is teachers reaching into their own pockets to buy much-needed supplies and curriculum materials for their classrooms. The teachers of Carbondale believe the priority for spending should be on recruiting and retaining quality educators along with providing curriculum and materials for the benefit of our students. Our district should not have more than 90 days of reserve funds in a bank. Our district funds should be used to benefit our students. A school district is not a business for the purpose of making a profit.

The CEA believes that collective bargaining is a two-way street. Yet, the board does not even follow ground rules they agreed upon, including providing written proposals. The board has made regressive proposals that take away from prior offers the board made. The CEA has been working to develop proposals that are fiscally responsible and fair to both parties. The district has made insurance proposals that do not cover the cost of the insurance increase. Many teachers currently see less take home pay each year due to insurance costs, this would make this problem even worse. Despite the CEA tentatively agreeing to three of the board's proposed items, the board has tentatively agreed to none of the CEA's proposed items.

The CEA believes our last package proposal made on August 7 makes up for for the sacrifices Carbondale teachers made during the past six tumultuous years under an incompetent administration. Our last package offer actually included two separate offers the board could choose from. One of these offers meets the board's request to eliminate all language proposals in an attempt to provide our new superintendent an opportunity to prove his intent to create positive change in our district. Our other offer in the package includes language that addresses curriculum, scheduling, school safety, and student discipline. The Board's last proposal includes the elimination of previously promised retirement incentives which we believe is illegal and would lead to potential lawsuits filed against the school district and CEA. We cannot and will not agree to a proposal that we believe is illegal.

The CEA wants to come to an agreement as soon as possible so that our students can continue to receive an excellent education and to give our new superintendent the fresh start he deserves. Teachers have been repeatedly told that things are going to be different, things are going to change and things are going to be better. We are looking forward to working with our new administration in a collaborative way to improve our district and our community. We are hopeful that we are on the path to a better future. We need some kind of indication from the school board that we will see genuine change and there is reason to trust that we will truly begin to see a difference in our district. We are excited for a bright future with new leadership. Yet, the behavior from our board during negotiations indicates that there is little willingness to work together with CEA.

CEA Package Offer

August 7th, 2018

#2

Select One

Package A

or

Package B

Package A

Rationale: Package A is proposal that includes language that we believe is important for creating a high quality learning environment for the students of Carbondale. Package A contains a lower cost for the District than package B.

Package A

Article VI

CERTIFIED EMPLOYEE HOURS AND ASSIGNMENTS

O. Student Discipline

The district shall provide disciplinary interventions available to teachers for the purpose of establishing and maintaining a school environment conducive to a safe and orderly education of the district's students.

An administrator shall notify the reporting staff member and homeroom teacher regarding the outcome of any discipline referrals that have been submitted.

Rationale: After years with very little resources available for managing student discipline. Teachers need disciplinary interventions made available to ensure that our students are provided a safe and orderly learning environment.

R. Scheduling

Lunch for certified staff members shall be scheduled between 10:30am and 1:30pm.
Morning recess/ break for all certified staff members K-5 shall be scheduled between 9:30am and 11:00am.

Teachers shall be provided with a tentative building schedule, such as special subjects, recess, lunch, CMS master schedule, for the following school year by May 1st of the current school year. Teachers shall have the opportunity to provide input on any scheduling concerns or issues prior to May 31st. Teachers shall be provided an electronic copy of the final building schedule by August 5th.

Rationale: This past school year, student scheduling changes were still taking place many weeks into the school year. Teachers need to be able to start the school year knowing what subjects and what students they will be teaching so they can be adequately prepared and all available instructional time can be used to its fullest.

ARTICLE IX FACULTY COUNCIL

E. Instructional Materials & Supplies

The Board recognizes that appropriate texts, instructional materials, technology, well stocked library facilities, teaching supplies, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Instructional materials shall be research based when applicable. The board will ensure teachers are provided with instructional materials (including textbooks) and supplies.

F. On or before the 2019-2020 school year, the district shall provide teachers by August 5th of each school year, a curriculum with a scope and sequence for each subject that the teacher is assigned to teach for the current school year.

Rationale: For years, our students have had no curriculum and no scope and sequence in most if not all subjects. No available textbooks are available for most subjects. Teachers are forced to buy most instructional materials on their own because they are not provided by the district. There is currently no alignment for what is being taught from one grade level to the next.

ARTICLE III PROFESSIONAL RESPONSIBILITIES

B. Certified Employees Absence

Certified employees are expected to notify the Principal of any anticipated absence and the date of their expected return at the earliest possible opportunity. A good faith effort shall be made to hire a certified substitute in the event of the absence of any certified staff member who works directly with students. In the event a substitute can not be obtained

and two or more classrooms are combined under the direction of one teacher, that teacher shall be compensated at the rate of \$25 per hour.

Rationale: Due to the current teacher shortage, it can be difficult to find substitute teachers in the event of a teacher absence. There are occasions where no attempt to find a substitute teacher takes place. On these occasions, students are not provided the extra services they require, more than one classroom is combined to create a larger classroom, aides are pulled from their duties to cover classes meaning they are unavailable to provide the service they are assigned or students sit in the library and have study hall instead of their scheduled class.

**ARTICLE IV
ASSOCIATION AND CERTIFIED EMPLOYEE RIGHTS**

U. Employee Discipline

Rules and regulations governing Employee conduct shall be reasonable, and enforcement of Employee discipline shall be progressive, uniformly enforced.

Rationale: In recent years, harassment and bullying of employees by administration has been a recurring problem. On occasion, this harassment has taken the form of unfairly implemented disciplinary action.

Article X Certified Employee Retirement

C. Salary Adjustment during Pre-Retirement Period

Subject to paragraph D, an Irrevocable letter of intent establishing the date of retirement will create and determine the length of the pre-retirement salary adjustment. As many as the last five years of an employee's career may be included in the pre-retirement period. During the pre-retirement period, the employee's salary shall be established or adjusted independently from Appendix A as follows:

(Employee's salary from Immediate Prior Year) (Adjustment X Factor) Adjusted Salary

The adjustment factor to be applied to the Employee's salary to compute the employee's adjusted salary is as follows:

If the Employee has five years before retirement, the factor is 106.0%
If the Employee has four years before retirement, the factor is 106.0%
If the Employee has three years before retirement, the factor is 106.0%
If the Employee has two years before retirement, the factor is 106.0%
If the Employee has one year before retirement, the factor is 106.0%

For example, if an eligible employee files an irrevocable letter of intent on March 1, 2014 informing the District that the employee will retire at the end of the 2018-2019 school year, and the employee's salary for 2013-2014 school year is \$68,951.00, the employee's salary would be adjusted as follows:

Year	Prior Salary	Adjustment	Adjusted Salary	Factor
2014-2015	\$68,951.00	106.0%	\$ 73,088.06	
2015-2016	\$73,088.06	106.0%	\$ 77,473.34	
2016-2017	\$77,473.34	106.0%	\$ 82,121.74	
2017-2018	\$82,121.74	106.0%	\$ 87,049.05	
2018-2019	\$87,049.05	106.0%	\$ 92,271.99	

The parties agree that anybody who gives notice during the 2018-19 school year that they are going to retire at the end of the 2018-19 school year shall not increase more than 3% over his/her previous year's creditable earnings. Any increases beyond 3% will be distributed to the teacher as a severance payment following termination of employment. This language shall be in effect for the 2018-19 school year only.

Should the General Assembly or TRS, by way of change in law or regulation, increase the maximum increase in reported creditable earnings allowable without the District incurring a penalty, the increases paid under this section will be adjusted to that maximum allowable percentage.

Rationale: This language maintains the retirement incentive that District 95 employees have had for many years. This retirement incentive encourages teachers to make a long term commitment to District 95 and invest in our community. This language provides protections for the district from any penalties they might incur from a new law that was recently passed this summer. This new law, which can cause a school district to incur penalties when a retirement incentive is larger than 3%, is expected to be repealed in the coming months. Legislation has already been proposed that will repeal this law. The proposed legislation is bipartisan and has a lot of backing in both the House and the Senate.

ARTICLE XVII FAIR SHARE AGREEMENT

- ~~1. Each bargaining unit member, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.~~
- ~~2. In the event that the bargaining unit member does not pay the fair share fee directly to the Association by a certain date as established by the Association, the Board of Education shall deduct the fair share fee from the wages of the non-member.~~
- ~~3. Such fee shall be paid to the Association by the Board of Education no later than ten (10) days following deduction.~~
- ~~4. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.~~
- ~~5. This Agreement shall be augmented by the I.E.L.R.B. Rules for Fair Share implementation.~~

~~BOARD INDEMNIFICATION AND SAVE HARMLESS PROVISION~~

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

- ~~1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and~~
- ~~2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.~~

~~The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.~~

~~EXCEPTION~~

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

Rationale: Fair share language needs to be eliminated from the contract due to the Supreme Court's recent ruling to eliminate fair share.

2018-2019

- **Salary – 1.75% added on each cell of the 2018-2019 salary schedule (Appendix A)**
Cost for the salary increase is \$321,240
- **Health Insurance – The Board of Education agrees to pay an additional \$75.00 per month toward single coverage hospitalization insurance. (Article XI, 2)**
Cost for the increase in Insurance is \$121,500

Total cost for package A is \$442,740

Package B

Rationale: Package B honors the Board's request to eliminate all language proposals not necessary due to changes in the law. This is a good faith offer to allow our new superintendent an opportunity to show that he intends to implement change in our district.

Package B

Article X Certified Employee Retirement

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(Employee's salary from Immediate Prior Year) (Adjustment X Factor) Adjusted Salary

The adjustment factor to be applied to the Employee's salary to compute the employee's adjusted salary is as follows:

- If the Employee has five years before retirement, the factor is 106.0%**
- If the Employee has four years before retirement, the factor is 106.0%**
- If the Employee has three years before retirement, the factor is 106.0%**
- If the Employee has two years before retirement, the factor is 106.0%**
- If the Employee has one year before retirement, the factor is 106.0%**

For example, if an eligible employee files an irrevocable letter of intent on March 1, 2014 informing the District that the employee will retire at the end of the 2018-2019 school year, and the employee's salary for 2013-2014 school year is \$68,951.00, the employee's salary would be adjusted as follows:

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Should the General Assembly or TRS, by way of change in law or regulation, increase the maximum increase in reported creditable earnings allowable without the District incurring

a penalty, the increases paid under this section will be adjusted to that maximum allowable percentage.

Rationale: This language maintains the retirement incentive that District 95 employees have had for many years. This retirement incentive encourages teachers to make a long term commitment to District 95 and invest in our community. This language provides protections for the district from any penalties they might incur from a new law that was recently passed this summer. This new law, which can cause a school district to incur penalties when a retirement incentive is larger than 3%, is expected to be repealed in the coming months. Legislation has already been proposed that will repeal this law. The proposed legislation is bipartisan and has a lot of backing in both the House and the Senate.

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- ~~1. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable~~**

~~non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.~~

~~2. This Agreement shall be augmented by the I.E.L.R.B. Rules for Fair Share implementation.~~

~~BOARD INDEMNIFICATION AND SAVE HARMLESS PROVISION~~

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- ~~1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and~~
- ~~2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.~~

~~The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.~~

~~EXCEPTION~~

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

Rationale: Fair share language needs to be eliminated from the contract due to the Supreme Court's recent ruling to eliminate fair share.

2018-2019

- **Salary – 2.25% added on each cell of the 2018-2019 salary schedule (Appendix A)**
Cost for the salary increase is \$369,420
- **Health Insurance – The Board of Education agrees to pay an additional \$100.00 per month toward single coverage hospitalization insurance. (Article XI, 2)**
Cost for the insurance increase is \$162,000
Total Cost for Package B: \$531,420