

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF EDUCATION OF EARLVILLE COMMUNITY UNIT SCHOOL DISTRICT 9

AND

EARLVILLE TEACHERS ASSOCIATION, IEA/NEA

JULY 1, 2021 – JUNE 30, 2024

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ARTICLE I

RECOGNITION

A. **Recognition**

The Board of Education of District No. 9 recognizes the Earlville Teachers' Association as the sole negotiating agent for the certificated professional employees of the District except the superintendent, principal, substitute teachers, supervisors, managerial employees, confidential employees, short-term employees, and students as such excluded employees are defined in Section 2 of the Illinois Educational Labor Relations Act.

B. **Board Management Rights**

It is recognized that the legal responsibility of education is vested in the local Board of Education and that this responsibility of final decision-making cannot be delegated. It is expressly understood and agreed that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board. However, the Board agrees to participate in good faith negotiations.

ARTICLE II

GENERAL ASSOCIATION RIGHTS

- A. When the Association wishes to bring a matter of importance before the Board, notice will be given to the Superintendent, in writing, 72 hours prior to the next Board meeting.
- B. The President of the Association, or his designee, shall be given electronic notice of any regular or special meeting, time permitting, of the Board, together with a copy of the agenda or statement of purpose of such meeting, at least 24 hours prior to the scheduled time of meeting. Verbal notice shall be given otherwise.
- C. Approved Board open meeting minutes shall be provided to the President of the Association electronically as well as posted on the District's website within 72 hours of approval.
- D. The Association will be given the opportunity to make suggestions concerning fiscal, budgetary, or tax programs, construction programs, considered or proposed annexation or consolidation, or revisions of educational policy which are proposed or under consideration prior to their adoption.
- E. The Association's views on matters relating to supervisor-teacher or board-teacher relationships shall not be discussed in the presence of students.

- F. Any teacher who is a member of the Association or who has applied for membership may present to the Board authorization to deduct from his/her salary the dues for the Association, IEA and NEA to be taken out in eighteen (18) pay periods. Deductions for teachers employed after the commencement of the school year shall be pro-rated as to complete payments the following May. The Association shall, in accepting such dues, agree to hold harmless and indemnify the Board for all actions taken pursuant to this Article, provided the Board shall comply therewith.
- G. The Association shall be allowed a total of five (5) days per contract year for Association business leave. Teachers may utilize Association business leave days with pay, provided the Association reimburses the District for the cost of any substitute (per the current daily substitute rate). Association business shall be defined as an Association official or representative's attendance at or participation in local, state, or national conferences of the Association, or affiliated organizations. No more than two (2) teachers shall utilize Association business leave on any workday. The Association President must submit written notice of Association business leave to the Superintendent at least five (5) days before the leave date.
- The Board shall grant a teacher who serves as a state or national union officer, upon written request, a leave of absence of up to six (6) years or the period of time the teacher serves as a state or national union officer whichever is longer. The leave of absence will be without pay and without advancement on the salary schedule.
- H. Within thirty days of ratification of the Agreement by the last party ratifying same, the Board shall deliver one electronic copy to the ETA President and post on the District's website.

ARTICLE III

PROHIBITED ACTIVITIES

- A. The Board of Education shall not prohibit:
1. Reasonable requests for access by the Association representatives, to work areas of professional personnel represented by the Association. These requests will be granted by the Administration provided that no interference with the instructional program would be occasioned by the granting of such requests and provided all visitors obtain permission from the Superintendent's office before proceeding to their ultimate destinations.
 2. The Association from using faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiation agent's business on behalf of the negotiating unit.

3. The Association from exercising the right to hold general membership meetings on the School District property provided such meetings in no way interfere with normal school activities. The Superintendent shall be informed of the time and location of all ETA meetings.
 4. The Association from providing bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent for the teaching staff.
- B. The Association or any of its members shall not:
1. Cause or attempt to cause a school board member or member of the central office staff to engage in conduct in violation of the agreement.
 2. Fail to negotiate in good faith with the Board of Education or its representatives.
- C. The Association and each employee covered by this Agreement agree not to instigate, call, or sponsor, aid or engage in any strike, walk out, work stoppage or slow down against the School District for the duration of this Agreement.

ARTICLE IV

WORKING CONDITIONS

A. School Day

The duration of the teachers' work day shall be seven (7) hours and thirty (30) minutes. The Board shall have the exclusive right to determine the beginning and ending times of the school day.

On three-hour School Improvement Days, 30 minutes will be allocated for, faculty meetings, as needed. Administration in collaboration with the ETA will be responsible for planning, implementation, and participation at these meetings. The balance of time during these school improvement days shall be at the planning, implementation and direction of the administration with input from the School Improvement Team.

B. Calendar

The ETA may submit suggestions for the school calendar to the Superintendent by December 15.

C. Class Size

The Board, Administration, and Association acknowledge and agree that the teacher/student ratio is an important element in an effective and efficient educational program. The number of pupils per class shall be an administrative decision, subject to input and recommendations from the joint class size committee regarding any necessary class size adjustment. In determining appropriate and efficient class sizes, the Administration shall consider the following criteria:

- (a) Availability of alternative teaching spaces within the building.
- (b) Financial and budgetary constraints as determined by the Board of Education.

Every effort will be made to ensure the numbers of students will be divided as evenly as possible between grade level sections. A joint class size committee comprised of two (2) teacher representatives, the Superintendent, and one (1) building principal will assess anticipated and actual class sizes and review concerns regarding teacher/student ratios upon request by individual teachers. The class size committee will provide input and recommendations to the Superintendent or Board, as appropriate, regarding any necessary adjustment or reasonable accommodations to remedy or alleviate concerns regarding class sizes.

D. Additional Preparation for English, Language Arts Teachers

Any full-time Senior High teacher who is a Language Arts specialist shall be assigned two (2) preparation periods in order to facilitate essay grading. Language Arts shall be defined as English, Speech, Journalism, American Literature, English Literature, or Reading. A Language Arts specialist assignment shall be defined as a minimum of six Language Arts classes during an eight period day. Any Language Arts specialist may be assigned study hall duty in lieu of the second preparation period by mutual agreement of said teacher and the Administration.

E. Physical Education Classroom Aide

The Board will assign a teacher's aide to any physical education classroom in which enrollment exceeds forty (40) students per teacher. Any special education aide who accompanies students to the physical education classroom will not be considered the assigned aide to the physical education teacher.

F. Salary Payment

All teachers shall receive salary payments pursuant to a mandatory direct deposit system implemented by the Administration. Salary payments shall be made via the direct deposit procedures on or before the 15th and 30th day of each month. The teacher will receive an

itemized statement verifying their stipend including the number of activities and applicable wage rate for extra-curricular and coaching assignments.

G. Coaching Duties Payment

Persons assigned coaching duties shall be paid 50% of their stipend at the beginning of their season and the 50% balance shall be paid with the completion of duties as determined by the Athletic Director, alternatively the teacher may elect to receive the full balance of the lump sum payment upon completion of duties.

H. Duty-Free Lunch Period

Teachers are guaranteed a thirty minute duty-free lunch period. In addition, all teachers are entitled to a minimum of forty minutes as a preparation period.

I. Facilities

Soft Drink Machine

The Association is responsible for expenditures for the soft drink machine, microwave and refrigerator in the facility. Any other appliance placed in the facility hereafter must have Board approval.

ARTICLE V

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. Teaching Assignments

Teachers will be given their tentative assignments no later than the last day of the school term.

B. Involuntary Transfers or Assignment

Any teacher affected by an involuntary transfer or assignment shall be personally and promptly notified and shall have the right to discuss the proposed transfer with an administrator within 10 calendar days of said notification. During the summer vacation, a certified return-receipt letter may take the place of personal notification; in which case, the 10 days begin with the postmarked date. If such changes are not acceptable, the Board shall allow the teacher affected to resign as soon as a suitable replacement is found. In the event changes in such an assignment are proposed within 30 days before the start of the school term, and the assignment is not acceptable to the teacher affected, he/she shall be allowed to resign. A teacher resigning under this provision shall not receive any negative reference merely because of the resignation under this Article V. Section B.

C. Transfer Requests

A vacancy is defined as any opening in a regular full-time or part-time teaching or extra-curricular position. All vacancies shall be posted via e-mail to allow all current staff members to apply for the vacant position. Teachers shall list all vacancies in which they may be interested in along with the address or phone number where they may be reached with their respective building principal before they leave for the summer. In the event the vacancy occurs during the summer recess, the vacancy shall be posted via e-mail. Any teacher who receives a notice of vacancy must respond to the Administration via e-mail within 2 days of the posting or the teacher shall waive any right to be considered for the vacancy. The Administration will grant consideration to current teachers who are qualified and apply for the vacancy. As a professional courtesy written notification shall be furnished to the District applicants if they are not selected for the position or transfer. The Administration reserves the discretion to determine the qualifications for the vacancy and to select the individual best qualified to fill the vacant position.

D. Committees

Teachers assigned to Junior High and High School classes shall be required to serve on the curriculum committees of their teaching assignments.

Teachers assigned to grade school classes shall be required to equitably share curriculum committee responsibilities with the other teacher(s) of the same grade level. The Administration will use its best efforts to ensure that other committee assignments will be distributed among teachers on an equitable basis.

ARTICLE VI

PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

A. Salary Schedule

The salary schedules for are set forth in Appendix A.

B. Extra-Duty Schedule

The extra-duty schedule is set forth in Appendix B.

In the event a new, or reinstated, extra-duty position not currently on appendix B is approved by the Board, the ETA may request a meeting with a Board representative and the Superintendent to discuss the stipend or compensation rate for the new position.

C. Overload Compensation

Overload shall be defined as assignment of a seventh (7th) academic class during an eight (8) class period teacher workday only when a teacher is teaching more than 5 different academic preparations (example 2 sections of Biology =1 academic preparation). Teachers assigned an overload schedule will receive the following compensation added to their annual salary:

- Overload class for entire school year - 15% of annual salary
- Overload class for one (1) academic semester - 7.5% of annual salary

D. Pension

The Board shall pay the teacher's nine percent (9%) tax-sheltered pension contribution to TRS, in addition to the salary schedule, for the years covered by this agreement.

E. Substitution for Another Teacher

In the event that a substitute teacher is needed, classes may be covered by a member of the teaching staff and said teacher will receive the following compensation if:

1. This substitution takes their only preparation period of the day.
2. K-5 teachers lose their prep time by being required to supervise the entire class which was normally assigned to another teacher due to cancellation of a specialist class (i.e. music, physical education, art).
3. Teachers who substitute for another teacher for a half or full day are entitled to sub pay (\$50 for ½ day and \$100 for full day)
4. For all other substitutions where a teacher loses their only prep time, teachers will be compensated in the following manner at the rate of \$25.00 per class period.

F. Paraprofessional Absence

In the event that a paraprofessional who is normally assigned to a teacher's classroom is absent, the administration will use reasonable efforts to attempt to locate a substitute paraprofessional for that classroom for the duration of the absence of the normally assigned paraprofessional for that day.

G. Insurance

The Board agrees to pay annually an amount not to exceed that set forth in Appendix C

toward the cost of single and family group health insurance coverage for each teacher.

H. Retirement Option

A. Qualification

- B. Retirement – A teacher shall have at least 20 years of TRS creditable service, 15 years of which shall be at Earlville, and further, the teacher shall not avail themselves of the State’s ERO program.

Eligible teachers will receive an increase in salary (on Appendix A) of 6% over his/her previous years’ salary for up to three years, subject to the following:

1. The teacher must file a letter of intent to retire by August 30 of the school year which they intend to qualify as the first year for which the retirement incentive would be applicable.
2. The earnings increase, as defined by TRS, inclusive of any pay for extracurricular duties and any other pay that is creditable for TRS purposes shall not exceed 6% or whatever amount is currently set by TRS as the maximum allowable without penalty.
3. In the event that a teacher has submitted his/her timely irrevocable letter of retirement, the teacher may withdraw the letter of retirement in the event of an illness, disability or death of a teacher’s spouse or children. This may also be granted in extenuating circumstances at Board discretion without setting precedent.
4. For the first year of the contract the teacher must file their intent to retire within 30 days of the ratification of the new contract by the E.T.A. and approval of the Board of Education.

C. Retirement Benefits

1. No Teacher Retirement Penalty per ERO (Three Year Notice) – Any employee that is qualified under section H.A. and who provides an irrevocable letter three (3) years prior to retirement shall receive a six percent (6%) salary increase in each of the last three (3) years of his/her employment.
2. No Teacher Retirement Penalty per ERO (Two Year Notice) – Any employee that is qualified under section H.A. and who provides an irrevocable letter two (2) years prior to retirement shall receive a six percent (6%) salary increase in each of the last two (2) years of his/her employment.
3. No Teacher Retirement Penalty per ERO (One Year Notice) – Any employee that is qualified under section H.A. and who provides an irrevocable letter one (1) year prior to retirement shall receive a six percent (6%) salary increase in the last year of his/her employment.

4. An eligible employee who chooses to leave prior to the number of year/s given by his notice may do so as long as there is no actuarial cost of additional payment to TRS by the District.

D. State Early Retirement Program

Refer to IL Pension Code, 40 ILCS 5/16-133.2 (d)

I. **Professional Growth, Tuition and Advancement Requirements**

The teacher must receive written pre-approval from the Superintendent for any course work taken towards advancement on the teacher salary schedule or to meet professional growth requirements.

1. Reimbursement of Tuition Expenses

The Board will provide tuition reimbursement to teachers for pre-approved course work towards a program that qualifies the teacher for another endorsement, certification, or for a masters degree in their subject area at the rate of \$225 per credit hour. Any teacher who is reimbursed for a class, must stay employed with the district for three years following the completion of that class or will have to repay the amount they were reimbursed. Only classes approved by the Board of Education or their designee will be eligible for reimbursement.

Salary Schedule Advancement

To receive credit towards horizontal advancement on the teachers' salary schedule, evidence of completion of pre-approved course work at the master's level, at an NCATE accredited institution, must be submitted to the Superintendent by September 15th. Evidence of completion shall be a grade report of "A" or "B" lettered system for courses voluntarily taken by the teacher. Evidence of completion shall be "pass" in a pass/fail system for courses mandated to be taken by the district. Teacher's receiving the tuition reimbursement benefit may only move one column per school year. All others may move as many columns as earned. Salary payments will be adjusted to reflect the teacher's new annual salary rate effective the beginning of the contract year.

Upon completion of a Masters Degree, an official transcript must be given to the District Office by October 15th and advancement pay will be made retroactively to the beginning of the school year.

J. **Signing Bonus**

The administration may at its discretion, where there are fewer than five applicants, offer a

one year or two year signing bonus not to exceed five percent (.05) of the base salary for beginning teachers with no experience and a Bachelor's Degree. This bonus will only be paid at the end of each year if the teacher is rehired, accepts the position, and begins employment for the following year.

ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household.

For the purpose of serious illness in the immediate family, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law, or other members of the household.

For bereavement purposes in the immediate family, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law, other members of the household, aunts, uncles, nieces, and nephews.

In the event of a death of a non-family member, the faculty will be allowed to send two (2) faculty representatives, or more, pending administrative approval to the funeral. Each attending representative will be subject to deduction of one (1) sick leave day of absence.

Each teacher shall be entitled to a total of 15 sick leave days with full pay per school term. Unused sick days shall accumulate for each teacher from one year to the next. All accumulated unused sick leave for each teacher will be recorded. Each teacher may accumulate sick days up to a maximum of 340, plus the current year's allocation of sick days.

Teachers who have announced their retirement will continue to receive 15 days per year. If the teacher has announced his/her pending retirement and becomes ill and his/her accumulated sick leave drops below the previous year's accumulated sick leave balance, he/she may petition the sick leave bank for relief in order to keep their total of accumulated sick days at the balance which existed for that teacher at the close of the previous school year, to the extent that it would not cause the District to have to pay a penalty to TRS (generally, Sections 1650.351(f) and 1650.350(a) of the Illinois Administrative Code, and other provisions). In the event that a teacher petitions the sick leave bank for additional days as described above and those days requested are not fully granted by the sick leave bank, the District shall have no responsibility or liability to grant additional sick leave days to the impacted teacher.

By the first paycheck of each school year, each teacher shall be informed of his/her

accumulated sick days and personal leave days and shall be entitled to use their annual allotment of sick leave days prior to drawing from any accumulated sick leave or the sick leave bank.

Part-time teachers shall be entitled to sick leave on a pro rata basis (i.e., a teacher employed on a 50% basis will be entitled to fifteen (15) one-half days of sick leave).

District administrators may require a teacher on a sick or disability leave of absence to submit a physician's release prior to allowing the teacher to return to work.

B. Perfect Attendance Compensation

Any teacher who utilizes no sick or personal leave days in a given school year shall be entitled to compensation in the amount of \$500. This pay shall be payable in one lump sum at the end of the school year.

C. Sick Leave Bank

A sick leave bank shall be established to provide sick leave benefits to members who incur a prolonged illness or injury. The sick leave bank will also be available to a teacher who has announced his retirement, becomes ill, and his/her accumulated leave drops below the previous year's accumulated sick leave balance. At the beginning of each school year, each full-time certificated employee, excluding first-year teachers, shall contribute three days of sick leave allowance to a common bank to be administered jointly by the Board, the Administration and the E.T.A. Part-time teachers will contribute in the same proportion as their employment, to the nearest day.

At the beginning of each school year, after teacher sick leave bank days are recorded (three days per full-time teacher) the Board shall contribute sufficient days to create a total of 120 days.

Employees who have exhausted their own accumulated personal sick leave allowance, may, because of serious illness or injury, make reasonable withdrawals from the common bank, as determined by a committee composed of the Board President, the Superintendent, and the E.T.A. President, provided sufficient days are available in the bank. Use of sick leave bank days by an individual is subject to review by the committee every 30 calendar days. Written authorization to transfer days (number of days and recipient) must be given to the E.T.A. President who in turn will give a copy to the district bookkeeper.

Members withdrawing such leave days from the bank shall not be required to repay those days. A member shall be entitled to draw from the bank provided that the member, their spouse/domestic partner or legal children is personally ill or injured as verified by a physician's certificate which identifies the specific nature of the illness or injury, confirms the teacher's inability to perform teaching duties, and includes the estimated duration of necessary absence. Members on Worker's Compensation shall not be eligible for sick bank coverage.

Applications for sick bank coverage are to be submitted for review by a special committee composed of the Board President, the Superintendent, and the E.T.A. President. Applications shall state the cause for the absence and expected dates of the leave. The application shall be accompanied by a note from the attending physician which clearly confirms the specific nature of the illness or injury and the expected recovery period. The committee may demand a second evaluation by another physician before determining the status of the application. The committee shall be responsible for authenticating the claim of illness or injury as well as ascertaining the eligibility of the teacher to draw on the bank. The committee shall make recommendations to the Association's Executive Board, which shall determine the teacher's eligibility for sick bank benefits. The bank shall be administered exclusively by the Association's Executive Board.

If, due to illness, a retiring teacher needs to access the sick leave bank to maintain his/her accumulated sick leave balance which he/she had accumulated on or by the first day of school of the current school year, a doctor's note will be required for each requested day.

At the end of the school year, each contributing employee will be reimbursed as follows: one (1) day if the balance in the sick leave bank is 60-89 days; two (2) days if the balance in the sick leave bank is 90-119 days; and three (3) days if the balance in the sick leave bank is 120 days. The bank shall begin each year with 0 days with 120 days to be reinstated on the first contract day of the new school year.

The Association agrees to indemnify and hold harmless the Board, its members, employees and agents for and against any claims, grievances, actions, causes of action, or liability resulting from the Association's operation and administration of the sick leave bank, including, but not limited to, any claims based upon the Executive Board's denial of a teacher's application for sick leave bank benefits.

D. Personal Leave

Personal Days

Each certified employee shall be granted two personal leave days per year, which may be used for any reason.

The principal or Superintendent must be provided at least two days prior notice of any absence due to personal leave. The notice must indicate the date the teacher will be absent. Personal leave shall not be granted during the first or last five teacher employment days, except in an emergency situation or as otherwise approved by the Superintendent who determines that the number of leave requests for a particular day creates a scheduling problem. A teacher will be allowed to accumulate up to five paid personal days from unused Board-paid personal days. A teacher shall never accumulate more than five paid personal days. If a teacher had five personal days and then received additional personal days, those additional days shall be transferred to sick days, as described more fully in the following sentence. Remaining unused personal leave days shall be added to accumulated sick leave, subject to the maximum accumulation provided in Article VII A.

E. Maternity/Paternity/Child-Rearing Leave

The Board may grant a tenured teacher a maternity leave of absence without pay for not more than one year.

F. Jury Duty

Any teacher who is summoned and serves on jury duty will continue to receive full salary, except that the teacher must remit or the Board may make a deduction equal to the amount of any fees or compensation received for such duty, except for mileage reimbursement.

G. Witness Testimony/Subpoena

Any teacher who is subpoenaed to testify during school hours in any judicial or administrative proceeding as a result of their employment as a teacher in the District shall continue to receive their full salary or any employment days of absence due to the judicial or administrative subpoena.

ARTICLE VIII

EVALUATION OF CLASSROOM TEACHER PERFORMANCE

Evaluation of the classroom teacher is set forth by the PERA committee consisting of administration and ETA members. Additional reference can be located in 105 ILCS 5/24 Article 24A

ARTICLE IX
GRIEVANCE PROCEDURE

A. Professional Grievance Definitions

1. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
2. All time limits shall consist of teacher employment days except during the summer recess when they shall mean Monday through Friday, exclusive of legal holidays.

3. Any teacher covered by this Collective Bargaining Agreement and/or the Association shall have the right to file a grievance in accordance with the grievance procedures set forth in paragraph B. Any grievance filed by an individual teacher shall require pre-approval of the ETA grievance committee prior to its initial filing and/or appeal.
4. Failure of a teacher or the Association to submit or to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limit, however, may be extended by mutual agreement.
5. The initiation of this grievance procedure other than the informal procedure described in Grievance Procedure 2 shall be conditioned upon the filing of the formal grievance in writing within ten days of the occurrence of the event giving rise to the grievance or within ten days of when the occurrence may be reasonably have been ascertained.

B. Procedures

The Board and the Association acknowledge and agree that teachers should first attempt to resolve complaints through informal discussions with their immediate supervisor. When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the complaint. If the teacher attempts to resolve the complaint by discussion with the immediate supervisor, but the issue is not resolved to the satisfaction of the teacher or the Association, a grievance may be filed and processed as follows:

1. The teacher or the Association may present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within ten days after receipt of the grievance. The written grievance shall specify the contract provisions allegedly violated and the remedies requested by the grievant. The Association's representative and the immediately involved supervisor may be present for the meeting. Within ten days of the meeting, the Earlville Teachers' Association representative shall be provided with the supervisor's written response, including the reasons for the decision.
2. If the grievance is not resolved in Step 1, then the Earlville Teachers' Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten days after receipt of the Step 1 answer. The Superintendent shall arrange for a meeting to take place within ten days of the Superintendent's receipt of the Step 2 grievance appeal. Each party shall have the right to include in its representation such witnesses or counselors as it deems necessary. Within ten days of the meeting, the Earlville Teachers' Association shall be provided with the Superintendent's written response, including the reasons for the decision.
3. If the Association is not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the Superintendent's written reply, the

Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty days of the receipt of the Step 2 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 was not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter the terms of this agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him by the Board and the Association, and his decision shall be based only upon 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 arbitration. The cost of the arbitrator and AAA shall be divided equally between the parties.
- d. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties.

C. Professional Grievance Procedure (3)

If the Association or any teacher files any claim or complaint in any court of law or appropriate government agency 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 procedure.

D. Professional Grievance Procedure (4)

Any investigation or other handling or processing of any grievance by the grieving teacher, other than the formal arbitration hearing, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.

E. Professional Grievance Procedure (5)

A grievance may be withdrawn at any level without establishing precedent, and, if withdrawn, such grievance shall be treated as never having been filed.

F. Bypass to Superintendent

If the employee and the superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

ARTICLE X

FAIR SHARE AGREEMENT

Commencing on the effective date of this agreement, or sixty days after initial employment, and continuing during the term of this agreement, any teacher who is not a member of the ETA shall pay to the ETA annually his/her fair share of the cost of the collective bargaining process and contract administration as measured by the amount of dues uniformly required by members of the ETA.

By September 1 of each year, the ETA shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the ETA and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. If the non-member teacher has not made payment to the ETA within thirty days of the demand/certification, the Board will commence to deduct the fair share fee payment from the earnings of the non-member teacher and pay it to the ETA.

Non-member teachers who object to the amount of the fair share fee have the right to file objections pursuant to the internal procedures established by the ETA for objecting to the amount of the fair share deduction. Additionally, non-member teachers who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board pursuant to its rules and regulations. Upon any such filing and notice of objection, the parties shall place in an interest-bearing escrow account, the amount of each objector's fair share payments made, and to be made, pending resolution of the charge. The parties shall maintain the escrow account during the pendency of the charge and any judicial review taken pursuant to the IELRB Rules.

If a non-member declares the right of non-Association based either upon bona fide religious tenets or teaching of a church or religious body of which the teacher is a member, such non-member shall be required to pay an amount equal to his or her proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the ETA. If the affected teacher and the ETA are unable to reach an agreement on the matter, the teacher shall select a charitable organization for receipt of the payment from an approved list established by the IELRB in accordance with its rules.

The ETA agrees to defend, at its own expense and through its own counsel, indemnify, and hold the Board harmless against any claims, demands, suits, damages, 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.

ARTICLE XI

NEGOTIATIONS PROCEDURES

A. Committee Membership

Designated representatives of the Board and the representatives of the Earlville Teachers' Association shall constitute a joint negotiations committee.

B. Meetings

The convening of a meeting between representatives of the Board and representatives of the Earlville Teachers' Association may be initiated by either the Board or authorized representatives of the Earlville Teachers' Association. This initiation shall consist of a written request, containing the date and purpose of the meeting.

C. Information

The Board shall provide the Association, upon request, with regularly prepared public information germane to matters within the scope of negotiations. This shall include the annual financial audit, the tentative budget, and the adopted budget. Nothing herein shall require the Board or its staff to research or assemble information. The Association will furnish copies of any pertinent information as reasonably requested by the Board.

D. Scope

The Board and the Association agree to negotiate in good faith with respect to wages, hours, terms and conditions of employment, as well as the impact thereon, provided that nothing contained herein shall require the Board to bargain over matters of inherent managerial policy, including but not limited to such areas of discretion or policy, as the function of the employer, standards of service, the overall budget, the organizational structure and selection of new employees and direction of employees.

E. Requests for Assistance

The participants may call upon competent professional and lay representatives to consider the matters under discussion and make suggestions.

F. Agreement and Appendices

When the Association and the Board reach tentative agreement on all matters being negotiated, the items shall be reduced to writing and shall be submitted to the membership of the Association for ratification and then to the Board for official approval. Anything agreed to herein will not be changed unilaterally but shall be renegotiated as outlined in this document.

The parties understand and agree that in making this contract, they have resolved, for its term, all bargaining issues which were discussed by the parties or which could have been made the subject of discussion during the negotiations.

G. 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 Association, 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.

H. Savings Clause

Should any article, selection or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it has violated the law. The remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

**ARTICLE XII
IMPASSE PROCEDURE**

Refer to Illinois Education Labor Relations Act 115 ILCS 5/12 (a-5) (1) and its regulatory provisions (80 ILAC 1130.20).

**ARTICLE XIII
DURATION OF AGREEMENT**

The Agreement shall be effective July 1, 2021 and shall continue in effect until June 30, 2024.

Earlville Teachers' Association,
IEA/NEA

Board of Education of
Earlville Community Unit
School District 9

By: _____
ETA President

By: _____
President, Board of Education

Dated: _____

Attest: _____
Secretary, Board of Education

APPENDIX A
SALARY SCHEDULE

	2021-22	2022-23	2023-24
Base Salary (BS 0)	36,748 (3.75%)	\$38,034 (3.5%)	\$39,366 (3.5%)
	Step Column Mvmt*	Step Column Mvmt*	Step Column Mvmt*

*If the teacher is otherwise entitled to movement.

Any teacher that is unable to move down a step in the MS32 column shall be entitled to a normal bonus of \$1000 in each year of the contract.

APPENDIX A-1						
2021-2022						
SALARY SCHEDULE						
STEP	BS	BS + 12	BS + 24	MS	MS+16	MS + 32
0	\$ 36,748	\$ 38,284	\$ 39,820	\$ 41,868	\$ 43,916	\$ 45,964
1	\$ 37,728	\$ 39,264	\$ 40,800	\$ 42,848	\$ 44,896	\$ 46,944
2	\$ 38,708	\$ 40,244	\$ 41,780	\$ 43,828	\$ 45,876	\$ 47,924
3	\$ 39,688	\$ 41,224	\$ 42,760	\$ 44,808	\$ 46,856	\$ 48,904
4	\$ 40,668	\$ 42,204	\$ 43,740	\$ 45,788	\$ 47,836	\$ 49,884
5	\$ 41,648	\$ 43,184	\$ 44,720	\$ 46,768	\$ 48,816	\$ 50,864
6	\$ 42,628	\$ 44,164	\$ 45,700	\$ 47,748	\$ 49,796	\$ 51,844
7	\$ 43,608	\$ 45,144	\$ 46,680	\$ 48,728	\$ 50,776	\$ 52,824
8	\$ 44,588	\$ 46,124	\$ 47,660	\$ 49,708	\$ 51,756	\$ 53,804
9	\$ 45,568	\$ 47,104	\$ 48,640	\$ 50,688	\$ 52,736	\$ 54,784
10	\$ 46,548	\$ 48,084	\$ 49,620	\$ 51,668	\$ 53,716	\$ 55,764
11		\$ 49,064	\$ 50,600	\$ 52,648	\$ 54,696	\$ 56,744
12		\$ 50,044	\$ 51,580	\$ 53,628	\$ 55,676	\$ 57,724
13		\$ 51,024	\$ 52,560	\$ 54,608	\$ 56,656	\$ 58,704
14			\$ 53,580	\$ 55,628	\$ 57,676	\$ 59,724
15			\$ 54,600	\$ 56,648	\$ 58,696	\$ 60,744
16			\$ 55,620	\$ 57,668	\$ 59,716	\$ 61,764
17			\$ 56,640	\$ 58,688	\$ 60,736	\$ 62,784
18			\$ 57,660	\$ 59,708	\$ 61,756	\$ 63,804
19				\$ 60,728	\$ 62,776	\$ 64,824
20				\$ 61,748	\$ 63,796	\$ 65,844
21				\$ 62,768	\$ 64,816	\$ 66,864
22				\$ 63,788	\$ 65,836	\$ 67,884
23				\$ 64,808	\$ 66,856	\$ 68,904
24					\$ 67,876	\$ 69,924
25						\$ 70,944

APPENDIX A-2

2022-2023

SALARY SCHEDULE

STEP	BS	BS + 12	BS + 24	MS	MS + 16	MS + 32
0	\$ 38,034	\$ 1,536	\$ 41,106	\$ 43,154	\$ 45,202	\$ 47,250
1	\$ 39,014	\$ 39,570	\$ 42,086	\$ 44,134	\$ 46,182	\$ 48,230
2	\$ 39,994	\$ 40,550	\$ 43,066	\$ 45,114	\$ 47,162	\$ 49,210
3	\$ 40,974	\$ 41,530	\$ 44,046	\$ 46,094	\$ 48,142	\$ 50,190
4	\$ 41,954	\$ 42,510	\$ 45,026	\$ 47,074	\$ 49,122	\$ 51,170
5	\$ 42,934	\$ 43,490	\$ 46,006	\$ 48,054	\$ 50,102	\$ 52,150
6	\$ 43,914	\$ 44,470	\$ 46,986	\$ 49,034	\$ 51,082	\$ 53,130
7	\$ 44,894	\$ 45,450	\$ 47,966	\$ 50,014	\$ 52,062	\$ 54,110
8	\$ 45,874	\$ 46,430	\$ 48,946	\$ 50,994	\$ 53,042	\$ 55,090
9	\$ 46,854	\$ 47,410	\$ 49,926	\$ 51,974	\$ 54,022	\$ 56,070
10	\$ 47,834	\$ 48,390	\$ 50,906	\$ 52,954	\$ 55,002	\$ 57,050
11		\$ 49,370	\$ 51,886	\$ 53,934	\$ 55,982	\$ 58,030
12		\$ 50,350	\$ 52,866	\$ 54,914	\$ 56,962	\$ 59,010
13		\$ 51,330	\$ 53,846	\$ 55,894	\$ 57,942	\$ 59,990
14		\$ 52,310	\$ 54,866	\$ 56,914	\$ 58,962	\$ 61,010
15			\$ 55,886	\$ 57,934	\$ 59,982	\$ 62,030
16			\$ 56,906	\$ 58,954	\$ 61,002	\$ 63,050
17			\$ 57,926	\$ 59,974	\$ 62,022	\$ 64,070
18			\$ 58,946	\$ 60,994	\$ 63,042	\$ 65,090
19				\$ 62,014	\$ 64,062	\$ 66,110
20				\$ 63,034	\$ 65,082	\$ 67,130
21				\$ 64,054	\$ 66,102	\$ 68,150
22				\$ 65,074	\$ 67,122	\$ 69,170
23				\$ 66,094	\$ 68,142	\$ 70,190
24					\$ 69,162	\$ 71,210
25						\$ 72,230

APPENDIX A-3						
2023-2024						
SALARY SCHEDULE						
STEP	BS	BS + 12	BS + 24	MS	MS + 16	MS + 32
0	\$ 39,366	\$ 40,902	\$ 42,438	\$ 44,486	\$ 46,534	\$ 48,582
1	\$ 40,346	\$ 41,882	\$ 43,418	\$ 45,466	\$ 47,514	\$ 49,562
2	\$ 41,326	\$ 42,862	\$ 44,398	\$ 46,446	\$ 48,494	\$ 50,542
3	\$ 42,306	\$ 43,842	\$ 45,378	\$ 47,426	\$ 49,474	\$ 51,522
4	\$ 43,286	\$ 44,822	\$ 46,358	\$ 48,406	\$ 50,454	\$ 52,502
5	\$ 44,266	\$ 45,802	\$ 47,338	\$ 49,386	\$ 51,434	\$ 53,482
6	\$ 45,246	\$ 46,782	\$ 48,318	\$ 50,366	\$ 52,414	\$ 54,462
7	\$ 46,226	\$ 47,762	\$ 49,298	\$ 51,346	\$ 53,394	\$ 55,442
8	\$ 47,206	\$ 48,742	\$ 50,278	\$ 52,326	\$ 54,374	\$ 56,422
9	\$ 48,186	\$ 49,722	\$ 51,258	\$ 53,306	\$ 55,354	\$ 57,402
10	\$ 49,166	\$ 50,702	\$ 52,238	\$ 54,286	\$ 56,334	\$ 58,382
11		\$ 51,682	\$ 53,218	\$ 55,266	\$ 57,314	\$ 59,362
12		\$ 52,662	\$ 54,198	\$ 56,246	\$ 58,294	\$ 60,342
13		\$ 53,642	\$ 55,178	\$ 57,226	\$ 59,274	\$ 61,322
14			\$ 56,198	\$ 58,246	\$ 60,294	\$ 62,342
15			\$ 57,218	\$ 59,266	\$ 61,314	\$ 63,362
16			\$ 58,238	\$ 60,286	\$ 62,334	\$ 64,382
17			\$ 59,258	\$ 61,306	\$ 63,354	\$ 65,402
18			\$ 60,278	\$ 62,326	\$ 64,374	\$ 66,422
19				\$ 63,346	\$ 65,394	\$ 67,442
20				\$ 64,366	\$ 66,414	\$ 68,462
21				\$ 65,386	\$ 67,434	\$ 69,482
22				\$ 66,406	\$ 68,454	\$ 70,502
23				\$ 67,426	\$ 69,474	\$ 71,522
24					\$ 70,494	\$ 72,542
25						\$ 73,562

APPENDIX B

High School Athletics	2021-2024
Athletic Director	\$5146 for non admin
Cross Country	\$1700
Varsity Soccer	\$3,586
Soccer/VB Assistant	\$2,150
Spirit Squad	\$2,500
Varsity Volleyball	\$3,586
JV Volleyball/Soccer	\$2,689
Varsity Basketball	\$4,513
JV Basketball	\$3,385
Basketball Assistant	\$2,256
Varsity Baseball/Softball	\$3,697
JV Baseball/Softball	\$2,773
Baseball/Softball Assistant	\$1,862
Golf	\$ 2,151
HS Track	\$3,300
Asst. HS Track	\$1,862
E Sportd	\$1,260 (\$630 per season)
Junior High Athletics	2021-2024
Junior High Golf	\$400
Soccer/Volleyball Head	\$2,219
Soccer/Volleyball Asst.	\$1,331
7/8 Basketball	\$2,219
7/8 Basketball Assistant	\$1,331
Spirit Squad	\$ 1,002
Track 6-8	\$1,937
Track 6-8 Assistant	\$ 1,163
JH Speech	\$300
Class Advisors (Split)	2021-24
Freshman	\$ 270
Sophomore	\$ 270
Junior	\$1,710
Senior	\$ 270
Other Activities	2021-2024
Yearbook Editor	\$2,200
Yearbook Photographer	\$1,825
Title Director/Title Grant	20 Day extended Contract at per diem
Elementary Yearbook	\$ 713
Academic Bowl	\$1,260
Student Council	\$2,102
AG/FFA	12month contract 3 Circles Grant 10 Month Contract an 1320 stipend if State Does not pay share
Tech Director	200 Day Contract
Guidance Counselor	200 Day Contract
Nat'l Honor Society Sponsor	\$1,247

Other Duties	2021-2024	
Academic Area Contest (math, WYSE, coord, Spelling Bee)	\$100	
Choral-IMEA festivals/concerts	\$100	
Band-IMEA festivals/concerts/parades	\$100	
Pep Band/home	\$33	
Christmas Program Supervisor	\$33	
Contest Accompanist (per day)	\$59	
Contest Accompanist (per entry)	\$13	
Scorebook	\$28	
Tickets	\$28	
Event Supervisor (unless admin)	\$45	
Timer	\$28	
Detention Hall	\$25	
Homebound Tutor (\$/hr)	\$29	
Summer School Teacher	Teacher per diem	
School Leadership Team	\$30.00	
Curriculum Development Team	\$30.00	
Kindergarten Screening	SUB Pay	
Mileage (\$/mile)	IRS Rate	
Mentoring	2021-2024	
Mentors	\$442	

If more than one person holds the same position the stipend will be divided evenly among each individual.

**** When two levels of teams are competing and an assistant coach position is not filled, the head coach will receive half the stipend for the JV/Assistant coach along with the head coach stipend. If the number of participants is large enough for the head coach to run different practices at each level, the head coach will receive the entire stipend for JV/assistant coach.**

***** Should the state not contribute their half of the 60 day extended contract for the Ag Teacher, the district will be held harmless and not held responsible for paying the state's portion.**

APPENDIX C

BOARD INSURANCE PREMIUM PAYMENT

<u>School Year</u>	<u>Single PPO*</u>	<u>Employee/ Child(ren) **</u>	<u>Employee/ Spouse**</u>	<u>Employee/ Family**</u>
2021-2022	100%	\$7200	\$7200	\$7200
2022-2023	100%	\$7200	\$7200	\$7200
2023-2024	100%	\$7200	\$7200	\$7200

The employee shall pay any excess amount due for any category of insurance which is owed in addition to the amounts paid by the Board as set forth above. If a teacher elects the high deductible health plan, the Board will deposit 100% of the difference in the single insurance premium between the HSA and PPO into the teacher's HSA account. If a teacher elects not to take insurance, the Board will pay the employee 100% of the difference in premium between the high deductible plan and the PPO.

*In the event that the annual premium cost of any category of group health and dental insurance coverage, exceeds the amount set forth above for any particular school year, the Board will pay nothing (0%) in any year of the contract.

**The Board contribution towards any of these categories shall include the amount paid towards the teacher's health insurance premium. The Board shall not pay more, on behalf of a teacher and his/her dependents/spouse, than the appropriate monthly amount set forth in one applicable category.

The Board shall not pay any more than 100% of the premium in the appropriate category on behalf of the teacher.

*If the District's cost of single insurance exceeds the amount of the EC, ES, EF insurance cost the district will cover the equivalent of the single premium. The Board shall pay 100% of the single insurance coverage (including health and dental) if the employee elects to take the PPO coverage.

APPENDIX D

FAMILY AND MEDICAL LEAVE (FMLA) POLICY

A copy of the Family and Medical Leave (FMLA) Act will be provided electronically.

MEMORANDUM OF UNDERSTANDING

GRANT WRITING

As a result of consultation between the Earlville Teachers, Association IEA/NEA and the Board of Education of Earlville Community Unit School District No. 9, the following is agreed upon:

1. Teachers may voluntarily agree to write and/or prepare an educational grant proposal which will directly or indirectly benefit the educational opportunities of the Earlville students.
2. Any grant proposal which a teacher or group of teachers prepare must have the prior approval of the district administration.
3. For each grant, the district will pay one stipend equal to the hourly internal substitution rate listed in the master contract for that year for each hour of work involved up to a maximum allowable total per individual grant proposal of \$240.00. If more than one teacher is involved in preparing the grant proposal, the stipend will be split or prorated between the participants according to the hours submitted by each teacher.
4. A teacher may write into a grant, where allowed by the guidelines of the grant, compensation for administering the grant if the grant is approved. The amount of this potential compensation must be approved by the district before submittal of the grant.
5. All grant proposals, prior to formal filing, must be approved for filing by the district.

Both parties, the Earlville Teachers, Association, IEA/NEA and the Board of Education of Earlville Community Unit School District No. 9, agree that this Memorandum of Understanding is intended to represent the parties' non-contractual understanding and is not a part of the Collective Bargaining Agreement or subject to the contractual grievance procedures.

Earlville Teachers' Association,
IEA/NEA

Board of Education of
Earlville Community Unit
School District No. 9

By: _____
ETA President

By: _____
President, Board of Education

Dated: _____

