EAST DUBUQUE SCHOOL DISTRICT 119

COLLECTIVE BARGAINING AGREEMENT

2023-2024

2024-2025

2025-2026

2026-2027

SPECIAL THANKS

To the negotiation teams who worked together
with a renewed commitment
for excellence in education.

BOARD OF EDUCATION	TEACHERS' ASSOCIATION
Glen Foote	Trevor La Page
Dave Sendt	Dina Nieland
Patrick Winders	Julie Schultz
	Sally Sirianni
Alternates:	
Dan Dalberg	Alice Lundh

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ARTICLE I-RECOGNITION

A. The Board hereby recognizes the East Dubuque Education Association as the exclusive and sole negotiating authority or agent for all regularly employed certified personnel who are functioning as teachers or other certified personnel, except substitute teachers and paraprofessionals.

B. The term "Teacher" when used hereinafter will refer to all employees in School District #119 who fall into the classes defined in Section A.

C. The Board agrees to negotiate only with the Association upon matters covered by this Agreement during the time that this Agreement is in effect.

D. The terms and conditions set forth in the Agreement represent the full and complete understanding during the negotiations which resulted in the Agreement; each had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived after the exercise of this right are set forth in the Agreement. Subject matters not referred to in this Agreement will not be considered as part of this Agreement and remain exclusive Board and/or Administration prerogatives.

Both parties may modify or amend this Agreement only by mutual consent or through midterm bargaining rights. Such changes shall be reduced to writing, ratified, and signed by both parties and becomes an amendment to this contract and considered part of this Agreement.

ARTICLE II—WORKING CONDITIONS

A. Each teacher's salary will be based on a negotiated increase which will apply to his/her previous year's salary, exclusive of any teacher retirement figure and extra-duty assignment pay. The additional incentive will then be added as explained in Appendix B. Newly hired teachers will be paid according to Appendix C. Newly hired teachers will not be paid more than a present employee with the same experience and education.

B. Teachers' salaries will be paid in 24 installments to be paid on the 5th and 20th of every month commencing on September 20. If the payday falls on a weekend or a bank holiday, the paychecks will be distributed the weekday prior to the weekend or bank holiday

C. A teacher will be given written notice of tentative teaching assignments for the forthcoming year no later than ninety (90) calendar days preceding the first day of the new school term. In the event that changes are made in the tentative teaching assignments, the teacher will receive written notification within fifteen (15) calendar days. If the change is made after July 1, the teacher will have the option to resign within fifteen (15) calendar days of receipt of such notice.

D. Pay for the extra-duty assignment is determined by Appendix A of this document. Such assignment will not be obligatory, but will be with the consent of the teacher. After acceptance of an extra-duty assignment, the teacher will be obligated to complete it unless there is a mutual agreement of alteration between the board and the teacher.

E. The full-time teacher's scheduled day will not exceed eight (8) hours. A combination of time before and after school shall be no less than one hour as planned by the building principal. All teachers will be permitted to leave on Fridays and days before holidays after the buses have left. Nothing in this definition of the teacher's scheduled day will be construed as a limiting factor for necessary staff meetings, in-service meetings, and or other functions which may require the teacher's presence in the afternoon and/or evening. It is expressly agreed and understood that the Board of Education has the exclusive right to change the structure and length of the instructional day and instructional period within the confines of the contractual day. This includes the understanding that teachers may be required to remain past the contractual day for IEP/504 meetings. Personal time will be given in fifteen (15) minute increments for any additional meeting time outside of the contractual day. This personal time must be used by the end of the academic school year and shall not exceed two (2) days or sixteen (16) hours. The recording of personal time will be the responsibility of the administrator in the meeting. If there is no administrator present, the teacher will notify the administrator.

F. Each Elementary teacher will have thirty (30) consecutive minutes during the student attendance day for preparation or conference.

G. Each High School/Junior High teacher will have one (1) scheduled class period per day for preparation or conference. The number of different types of courses for preparation will not exceed four (4) for Core Classes (Math, Science, ELA, and Social Studies). The number of different types of courses for preparation will not exceed five (5) for all Non-Core curricular areas.

H. Each full-time teacher of music, art, physical education, or computers, any librarian, reading specialist, or speech therapist will be provided preparation or conference time not to exceed the equivalent of one class period per day. Time will be given between class periods for transition. This excludes the twenty (20) minute commute time spent driving between school campuses.

I. Each certified staff member will have a duty-free lunch period no less than thirty (30) minutes. This excludes the twenty (20) minute commute time spent driving between school campuses.

J. Before any regular teacher is asked to teach a class of an absent teacher, the administration will attempt to locate a substitute teacher. In the event a teacher is asked to sub for another teacher during his/her preparation period, he/she will be compensated at the rate of $25 per period. If a teacher does not receive one full prep period per day, he/she will be compensated for the lost prep period.

K. Positions in any summer program will be filled, whenever feasible, by regularly employed teachers of the district. No other part of this Agreement will apply to any summer program.

L. The school year will not exceed the number of days required by the State Law (180 plus five (5) emergency days). Any additional days needed will be mutually agreed upon by administration and any teacher involved. Teachers will be reimbursed for each additional day at the rate of $1/180^{th}$ of their individual salary if the days fall within the school calendar.

M. The District's special education teachers will be granted two (2) days per teacher to conduct and/or coordinate annual IEP parent conferences and/or screenings. These days will be scheduled with the approval of the administration.

N. If the district requires certified staff to work either for the district or an offsite meeting during the summer, certified staff will be paid at a rate of $30 per hour.

O. Department and/or team meeting time on professional development days will be scheduled a minimum of thirty (30) minutes.

P. The school district will provide bus drivers and transportation for all activities, extra curriculars, and field trips. The district will not cancel any activities, extra-curriculars, or field trips because of the lack of a driver.

ARTICLE III—TEACHER EVALUATION

A. The superintendent will designate the person(s) who will be responsible for evaluation of teachers. Such person(s) will be certified school administrators who are qualified to evaluate pursuant to the Illinois School Code. The district's teachers shall be evaluated in accordance with Article 24A of the School Code and the District Teacher Evaluation Plan.

B. No formal or informal observations of teachers will take place until at least ten (10) student contact days of the school year have passed and ten (10) student contact days before school ends, excluding semester review and semester exam days.

C. Non-tenured teachers shall receive a minimum of three (3) observations each year, two (2) of which will be formal observations. Such formal observations will be conducted a minimum of ten (10) student contact days apart. Not all of the observations will take place in any one (1) semester. If requested by the teacher, no more than two (2) of the observations will be by the same administrator. If there is a change in the PERA document necessitating a change in agreement language, agreed upon by both parties, the contract will be opened to make the change in the contract as well. No other items will be discussed or changed in this instance.

Tenured teachers shall receive a minimum of two (2) observations every 3rd year, one (1) of which will be a formal observation, unless the tenured teacher was rated "Needs Improvement" or "Unsatisfactory" in his/her last summative performance evaluation rating. In such cases, the tenured teacher shall be evaluated in the year immediately following the "Needs Improvement" or "Unsatisfactory" rating and shall receive a minimum of three (3) observations, two (2) of which will be formal observations that year.

This section is subject to agreement with current PERA document. If there is a change in the PERA document necessitating a change in agreement language, agreed upon by both parties, the contract will be opened to make the change in the contract as well. No other items will be discussed or changed in this instance.

D. Preconference meetings with evaluator will take place within five (5) student contact days prior to observation. Post conference meetings with evaluator will take place within ten (10) student contact days.

E. The accepted District Teacher Evaluation Plan will be utilized and can be obtained through the District Office. Changes to the Evaluation Plan will be made through the Joint PERA Committee.

F. The Board of Education and the Association shall maintain an Evaluation Committee set forth by the requirements of the Performance Evaluation Reform Act (PERA). The Evaluation Committee shall include three (3) representatives from the Association, as appointed by the President of the Association, and three (3) administrators appointed by the District and shall operate by a majority vote with four (4) people needed to make the majority.

G. Each teacher's personnel file can be reviewed upon the teacher's request in writing and a mutually acceptable time will be scheduled during the district office's normal business hours. The superintendent and/or his/her designee will be present during the review. The file will contain, as a minimum, the following information:

1. All required medical and health information.

2. All written evaluation reports and responses.

3. Copies of annual contracts or notifications of re-employment.

4. Job assignments.

5. Current transcripts of credits.

6. Evidence of current licensure status.

ARTICLE IV—BUDGET & CURRICULUM

A. The Superintendent will provide teachers with an opportunity to provide input regarding the development of budgetary and curriculum priorities in the teachers' areas of instruction. This will be done by a memorandum to teachers.

B. The Association recognizes that the ultimate accountability and responsibility for both the budget and curriculum lies with the Board; therefore, all final decisions belong to the Board.

C. If Section A is adhered to, this article is non-grievable.

ARTICLE V—ASSOCIATION AND TEACHER RIGHTS

A. Teachers will have the right to join the Association and to participate in professional negotiations with the Board through a representative body of Association members of their own choosing.

B. The Board will not issue individual employment agreements to tenured teachers during negotiations or before agreement has been reached between the Board and the Association. The Board may issue individual agreements to non-tenured and newly-employed teachers; such contracts will be adjusted to conform to the terms agreed to by the Board and the Association.

C. When any teacher is requested to appear before the Board, the teacher will be given prior notice of the reason for such request as follows:

1. Commendation of teacher
2. Consideration of tenure
3. Concerns about teaching performance
4. Other (specified)

D. Upon consultation with the teacher, the Building Principal may permit the teacher to leave the building during a preparation period for duties attendant to Association or other professional responsibilities.

ARTICLE VI—LEAVES

A. Sick Leave

1. Each full-time teacher is entitled to a total of twelve (12) days of sick leave (as defined by statute) with full pay per school term. Such sick leave days will accumulate as ordained by current state statute.

2. Sick Leave Bank

   a. The Board of Education, in cooperation with the East Dubuque Education Association will maintain and govern a Sick Leave Bank.

   b. All certified employees will only be eligible to join at the beginning of their employment. If the employee does not join at that time, he/she forfeits the right to join in the future. If an employee leaves the bank, he/she forfeits his/her right to join again. No days will be required to be added to the Bank by current members of the Sick Leave Bank, until it is depleted to three hundred (300) days.

   c. Teachers upon retirement or leaving the district may contribute their unused sick days to the Sick Leave Bank.

   d. Additions will be made to the Bank at the beginning of each fiscal year according to the above limitations.

   e. An employee who withdraws from the district will not be allowed to withdraw the contributed days.

   f. The intent of the plan is to provide extended leave to those teachers who incur a period of prolonged illness or hospitalization and have exhausted all of their personal accumulated sick leave.

   g. A teacher who has contributed will not be able to withdraw days from the bank until he/she has exhausted all of his/her accumulated sick leave followed by an intervening period of five (5) consecutive unpaid days before use of the Bank is available.

   h. The maximum number of days that a teacher may withdraw from the Bank will be one hundred (100) days.

   i. Persons who withdraw sick leave days from the Bank will not be required to replace those days except as a regular contributing member of the Bank.

   j. A teacher will not be eligible to utilize the Sick Leave Bank in two (2) successive years unless he or she has been actively employed and working full-time for at least sixty (60) days prior to drawing from the Bank in said second year.

k. For the first birth or adoption in the district or one subsequent birth or adoption for a teacher employed in the district prior to school year 2023-2024, if sick leave is needed to complete six (6) weeks paid maternity/paternity leave, within FMLA guidelines, the board will cover three (3) of the five (5) unpaid days required by the rules of the Sick Leave Bank. The Sick Leave Bank will cover up to ten (10) unpaid days.

l. The Bank will be applicable only to the illness of the teacher and not to the serious illness or death of any other person.

m. The Bank will not be applicable to illness or disability resulting from cosmetic surgery or any surgical or other procedures which may be safely deferred until a vacation or recess period.

n. Nothing in this article will be construed as placing any obligation on the Board to advance or loan additional sick leave days to the Bank should all days be used up in any period or periods of its operation.

o. The Sick Leave Bank will not be available under any circumstances to any teacher on leave of absence, notwithstanding that sick leave under any section of the article hereof should be construed or held to be available to a teacher on leave.

p. A teacher may not be receiving benefits from the Sick Leave Bank and benefits from the Teacher's Retirement System at the same time (double dipping).

q. Application for use of the Bank will be made in writing to the approval committee. The three-member approval committee, consisting of appointed members of the East Dubuque Education Association, will have the responsibility of reviewing requests and recommending approval of the East Dubuque Education Association. The East Dubuque Education Association will notify pertinent district employees as needed.

3. Day Care Closure: If a staff member's day care has to close for the day, staff can use a sick day in order to stay home with their child(ren).

B. Personal Leave

1. The Board will grant three (3) personal business days (Monday through Friday unless observed as a holiday) each year for matters which cannot reasonably be handled during non-school hours or non-school days. Said leave will not be allowed during the first or last seven (7) contract days of each school year unless granted leave at the discretion of the superintendent or his/her designee. Requests for personal business days will be made five (5) days in advance to the Building Principal for approval. No more than two (2) such leave days will be permitted at each school site (elementary and high school) on the same day. No more than two (2) days may be taken consecutively unless at the discretion of the superintendent or his/her designee.

2. Each teacher may roll over up to two (2) unused personal days to the next year to a maximum total of five (5) personal days per year.

3. Unused personal leave days remaining at the end of the school year will be added to the teacher's cumulative sick leave.

C. Maternity/Paternity Leave

1. Pregnancy and child birth is to be treated as any other illness under provision of sick leave for a period of time that has been medically indicated by the employee's physician. Any leave beyond that will be without compensation.

2. Teachers who are pregnant, adopting, or whose spouse is pregnant will be granted maternity/paternity leave of absence without pay by making a written application for the leave with the superintendent prior to the event. The leave of absence will be for a fixed period, but not to exceed one (1) school year or the balance of the school year in which the child was born/adopted plus one (1) additional school year; and application. Such leave may not apply toward the acquisition of tenure.

D. Teachers may be permitted to attend professional meetings or visit other schools when a request for such attendance or visitation has been submitted to and approved by the Superintendent. The duration of attendance at such meetings and visitations will be at the discretion of the Superintendent.

E. Bereavement Leave

1. Bereavement will be granted for a death in the immediate family. Immediate family will be defined for purposes of this section to include: spouse, brother, sister, children, parent, domestic or life partner, grandparent, parent-in-law, brother or sister-in-law, grandchildren, aunt, uncle, niece, nephew, and first cousin. Leaves for funerals will be three (3) days plus travel time per death defined as the immediate family.

2. In the event an employee should use all leaves that might be applied against bereavement, said employee may borrow against his/her personal leave.

3. Employees may be granted up to one (1) day leave of absence with pay in the event of death of a friend or relative outside the employee's immediate family as defined above but with **bonds so close** that good taste demands attendance at the funeral.

4. Employees are entitled to take up to two (2) weeks of unpaid leave (to be used within 60 days of learning of the child's death, (biological, adopted, step, foster, ward of state, in loco parentis status) to attend the funeral of a child, make arrangements necessary by the death of a child or grieve the child. If the employee has available paid leave, it shall be substituted so that the child bereavement period is paid.

F. Leaves not specifically covered in this agreement may be granted at the discretion of the Superintendent with or without pay.

G. During the last year of employment it is the discretion of the employee to take up to a maximum of three (3) unpaid days in lieu of three (3) sick days.

ARTICLE VII—EDUCATIONAL INCENTIVE PROGRAM

A. Credit hours will be credited to the Appendix B Salary Schedule if they meet one or more of the following conditions:

1. Graduate credit hours are part of an advanced degree program related to education or to the field of teaching and such program has been submitted to the Superintendent.

2. The credit hours are part of a program for certification in a field not related to the teacher's present certification but in one that could enhance the teacher's abilities. Such program will be submitted to the Superintendent whose approval will be required.

3. The credit hours may be beneficial to the teacher's effectiveness in the classroom. Prior approval by the Superintendent will be required.

4. All graduate credit hours beyond a Master's degree must be generated after the Master's is completed to apply for advancement.

5. All programs previously approved by administration shall be honored.

B. To advance on the Appendix B Salary Schedule for the 1st semester of the next contract, all transcripts must be turned into the district office no later than September 1st. If September 1st falls on a weekend or a bank holiday, then the transcripts must be submitted to the district office on the weekday prior to September 1st. All transcripts must be received by February 1st for the second semester. If February 1st falls on a weekend or a bank holiday, then the transcripts must be submitted to the district office on the weekday prior to February 1st. Advancement on the Salary schedule for the second semester will be added to the remainder of the employee's current contract once an addendum to their contract is signed by the employee and Board of Education. .

C. Any disputes resulting from course approval will be heard by a committee made up of the president of the Board, the president of the Association, and a third party selected by mutual consent of the other two committee members. The cost of the third member will be borne equally by the Board and the Association. The decision of the committee will be final and non-grievable.

ARTICLE VIII—PROFESSIONAL GRIEVANCE PROCEDURE

A. Any claim by any teacher that there has been a violation or misinterpretation of the terms of this agreement will be a grievance according to Illinois Code 115 ILCS 5/10 C. The aggrieved employee will attempt to resolve the grievance informally through his/her immediate supervisor within twenty (20) business days of the employee's knowledge of the event giving rise to the grievance.

B. The Board and the Association acknowledge that it is more desirable for a teacher and the immediately involved supervisor to resolve the problems through free and open communication.

1. Step 1—The employee and/or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) business days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor will be present for the meeting. Within five (5) business days of the meeting, the grievant and the Association will be provided with the supervisor's written response, including the reasons for the decision.

2. Step 2—If the grievance is not resolved at Step 1, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) business days after receipt of the Step 1 answer. The Superintendent will arrange with the Association representative for a meeting to take place within five (5) business days of the Superintendent's receipt of the appeal. Each party will have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) business days of the meeting, the grievant and the Association will be provided with copies of the Superintendent's written response, including the reasons for the decision.

3. Step 3—If the grievant and the Association are not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Services or the American Arbitration Association, which will act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) business days of the date of the Step 2 answer, then the grievance will be deemed withdrawn.

    a. The arbitrator will have no power to alter the terms of this agreement.

    b. The arbitrator will be empowered to include in any award such financial reimbursements or other remedies he judges to be proper.

    c. The cost of the arbitrator will be borne equally between the Board and the Association, unless the arbitrator in his award assesses such expenses or any part thereof against either party.

    d. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

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

ARTICLE IX—NEGOTIATION AND RATIFICATION PROCEDURES

A. The Board agrees to participate in negotiations with duly designated representative members of the Association. A list of members will be presented to the Board at the first negotiations meeting any year in which negotiations take place.

B. Both parties agree that it is their mutual responsibility to confer upon respective representatives the necessary authority to make proposals, consider proposals, make counter proposals, and reach tentative agreements, which will be presented to the Association membership for ratification, after which the Board will consider them for adoption.

C. When the representatives of the Board and the Association reach tentative agreement on any matter being negotiated, the matter will be reduced to writing and will be signed by the Board and the Association representatives.

D. When all matters under negotiation are tentatively agreed upon, the individual items will be structured into a package for presentation to the Association membership for ratification, after which the Board will consider it for adoption.

E. Negotiations will begin no later than March 20 of any year in which negotiations take place unless both the Board and Association agree to a later date. Meetings will be held as necessary and feasible at times and places agreed to by both parties.

F. If agreement is not reached on all items within sixty (60) days after the commencement of negotiations, either party may declare to the other in writing that a deadlock exists. After a ten (10) day cooling off period, if the deadlock remains, either party may submit to the other party a written request for mediation. Such a written request will be considered a joint request of both parties.

G. When mediation is requested, the Federal Mediation and Conciliation Services will be requested by the parties to appoint a mediator. If within sixty (60) days the Federal Mediation and Conciliation Service has not taken action, both parties may agree to call upon the American Arbitration Association to mediate. The mediator under either method above will meet with the parties or their representatives, or both, either separately or jointly, and will take such steps as may be appropriate to persuade the parties to resolve their differences and reach agreement.

H. The mediator will not, without the consent of both parties, make finding of fact or recommend terms of settlement.

ARTICLE X—NO STRIKE PROVISION

A. Members of the Association will not engage in a work stoppage for the duration of this agreement.

ARTICLE XI—TUITION REIMBURSEMENT

1. In the event that a teacher agrees at the Board's request to take additional course work in regard to the teacher's assignment or reassignment, tuition for such course work will be reimbursed by the district as each course is completed successfully (C or better), provided that such course work will not be totally reimbursable from any other source such as a scholarship stipend, or gift and that any such reimbursement will not exceed the total credit cost. Teachers receiving reimbursement must remain in the District at least two years after the course work is completed, or they must repay the District. If the teacher leaves prior to completing up to one (1) calendar year from completion date, he/she will reimburse the district 100% of the total credit cost. If the teacher leaves between one (1) and the completion of the second calendar year, he/she will reimburse the district 75% of the total credit cost. Advancement on the Educational Incentive Scale for such course work will be waived by the teacher for two years.

2. If the licensure requirements change per state statute in a discipline or licensure area of current position for a teacher, the district will follow the reimbursement procedure in Article XI.3.b. This teacher must be in good standing and have at least ten (10) years' experience in the district.

3. Graduate Degree Program for Tuition Reimbursement

    a. Must be enrolled in an accredited Master's Degree Program related to teaching field and be pre-approved by the Superintendent.

    b. Reimbursement will be one half of the cost per credit hour up to $350.00 per credit hour.

    c. Such reimbursement, when in combination with other stipends, gifts, or scholarship, will not exceed the total credit costs.

    d. Tuition reimbursement will be paid on all pre-approved courses after the university transcript has been received. The Superintendent will sign off on the pay voucher, and it will be submitted as part of the Board bills for the following month. The check will be sent to the teacher via inter-building mail the day after the Board meeting.

    e. If a certified teacher has earned a Master's degree, the district agrees to allow master's credits in a non-degree seeking path beyond the original degree for the purposes of advancement on the Educational Incentive Scale.

ARTICLE XII—FRINGE BENEFITS

1. The Board will provide single health, prescription drug, and dental insurance for each individual full-time employee in the district.

   a. Memorandum of Understanding signed by the East Dubuque Education Association and Administration on October 16, 2019, the terms of which shall remain in effect for the life of the agreement.

2. The Board will pay on behalf of each employee from the amount set forth on the salary calculation (Appendix B-1) nine percent (9%) to the State of Illinois Teacher Retirement System to be applied for the retirement account of such employee (rather than the survivor's annuity account). In addition, the Board will pick up and pay the employee's contribution to the State of Illinois Teacher Retirement System for extra duty stipends (Appendix A) at the rate of .098901.

   It is the intent of the parties by this agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The employees will have no right or claim to the funds so remitted except as they may subsequently become available upon retirement from the State of Illinois Teacher Retirement System.

   The Board will deduct from all monies due said teachers required by law or as authorized by the employee pursuant to this agreement or as otherwise authorized by the Board. Such withholding will include any and all additional amounts required to be paid to the State of Illinois Teacher Retirement System for the account of such employee.

3. Any certified employee electing submission of an irrevocable letter of intent to retire will be taken off the salary schedule and have creditable earnings increased as follows:

   If the teacher provides four (4) years advance notice, the Board shall increase the teacher's TRS creditable earnings by four and three-quarter percent (4.75%) for the first notice year, five percent (5%) for the second notice year, five and one-quarter percent (5.25%) for the third notice year, and five and one-half percent (5.5%) for the fourth notice year. To utilize this benefit, one must submit written notification to the Superintendent by February 1, of the fourth year prior to the teacher's final year of employment. (I.E. February 1, 2022 for a retirement date at the end of 2025-2026 school year)

   If the teacher provides three (3) years advance notice, the Board shall increase the teacher's TRS creditable earnings by four and three-quarter percent (4.75%) for the first notice year and five percent (5%) for the second notice year, and five and one-quarter percent (5.25%) for the third notice year. To utilize this benefit, one must submit written notification to the Superintendent by February 1, of the third year prior to the teacher's final year of employment.

   If the teacher provides two (2) years advance notice, the Board shall increase the teacher's TRS creditable earnings by four and three-quarter percent (4.75%) for the first notice year and five percent (5%) for the second notice year. To utilize this benefit, one

must submit written notification to the Superintendent by February 1, of the second year prior to the teacher's final year of employment.

If the teacher provides one (1) year advance notice, the Board shall increase the teacher's TRS creditable earnings by four and three-quarter percent (4.75%) for the first notice year. To utilize this benefit, one must submit written notification to the Superintendent by February 1, of the year prior to the teacher's final year of employment.

At the time the notice of retirement is given, the teacher and administration shall meet to review the salary for that teacher. In the event that the awarding of the retirement enhancement would result in a TRS penalty, the pay increase shall be reduced to the level where there is no penalty to the Board of Education. This increase shall be a part of the employee's regular pay and shall be paid equally as a part of the employee's regular checks.

If a teacher who is to receive the retirement incentive has a life situation change and it is no longer in his/her best interest to retire, he/she may take this information to the Board for consideration of revoking the intent to retire. If the Board were to approve the revocation, the teacher's salary will be adjusted to the amount it would have been if the retirement incentive had not been given. Possible procedures for adjustment/repayment of any changes will be mutually agreed upon between the District and the teacher.

To qualify for this incentive, one must meet the following conditions:

a. Have fifteen (15) years of continuous service in District #119 upon retirement.

b. Minimum age of 55 upon retirement.

c. Eligible to retire under TRS by the end of their last notice year.

ARTICLE XIII—PART-TIME TEACHERS

1. Regularly employed part-time (50% or more) certified personnel will receive the benefits negotiated in the contract including the following on a pro-rated percent of employment:

    a. Sick leave

    b. Retirement payment

    c. Insurance

    d. Personal leave

2. Memorandum of Understanding signed by the East Dubuque Education Association and Administration on August 28, 2017, the terms of which shall remain in effect for the life of the agreement.

ARTICLE XIV—EFFECT OF AGREEMENT

A. Complete Understanding—The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

B. Saving Clause—Should any article, section, or clause of the agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause will be adjusted to comply with the law. The remaining articles, sections, and clauses will remain in full force and effect.

C. Terms of Agreement—This agreement will be effective from the beginning date of the 2023-2024 school year and will continue in effect until midnight of the day before the beginning date of the 2027-2028 school year.

This agreement is signed this _____day of _____, _____.

In witness thereof:

For the Education Association

_____
CO-PRESIDENT

_____
CO-PRESIDENT

For the Board of Education,
East Dubuque School District #119

_____
PRESIDENT

_____
SECRETARY

APPENDIX A—FUNDING FOR NEW ACTIVITIES

1. Any new activity or sponsorship may request funding after the following stipulations have been met:

   a. Activity/sponsorship rules and regulations submitted to Principal.

   b. One-year pilot approved by Principal and Superintendent.

   c. Recommendation by administration to the Board for approval. Level of funding, if approved, will be comparable to a similar activity in Appendix A.

2. In the event the district desires to add or remove a coach or activity leader position the coach or director of that program will present data to the district administration regarding that program including number of participants, number of trips, distance of trips, number of events/practices, and any other pertinent information to influence that decision. The administration will consider this data and consult the Union prior to making a recommendation to the Board to add or remove a coach or activity leader position as outlined in Appendix A. If the Union does not concur with the Administration's recommendation the Union's position will be shared with the Board before the Board takes action on the Administration's recommendation.

3. Extracurricular Incentive Program

   Extracurricular incentive pay will be awarded in three (3) year increments to coaches/sponsors who provide three (3) years of consecutive service to a specific activity. A bonus of ten percent (10%) of the current Appendix A salary will be awarded at the completion of each three (3) year increment of service (see table below). The longevity pay will be capped at thirty percent (30%) of the current Appendix A base salaries. Any employees holding current positions in Appendix A during the 2019-2020 school year will be capped at fifty percent (50%).

YEARS OF SERVICE	PERCENT OF APPENDIX A CONTRACT AMOUNT
1-2	100%
3-5	110%
6-8	120%
9 & BEYOND	130% (9-11 for Legacy Clause)
12-14	140% (Legacy Clause Percentage)
15 & BEYOND	150% (Legacy Clause Percentage)

4. All Appendix A stipends will be paid on the following schedule. When the activity is successfully completed to the building Principal's satisfaction and all required voucher requests are signed by the individual, the Principal, and the Superintendent, the stipend will be paid. This process must be started within 2 weeks of completion of the Appendix A activity.

5. Evaluation Process

a. Each position listed in Appendix A must be evaluated by a certified evaluator. The evaluation process must be completed within one month of the conclusion of the season or school year, whichever is applicable.

b. The evaluator is responsible for completing the evaluation in the allotted time frame and using the evaluation tool.

c. This evaluation will be the basis for rehiring for the following season or year.

d. If applicable, the athletic director may participate in the evaluation.

e. The head coach in any program may participate in the evaluation of all other coaches in the program.

6. Strength Training/Weight Room will be divided amongst Seasons with a Flat Stipend for each season as follows. This can be given to one supervisor or split between two.

Fall	$1000
Winter	$1000
Spring	$1000
Summer	$2000

APPENDIX A			2023-2024	2024-2025	2025-2026	2026-2027
Activity	**Position**	**% of base**	$37,975.00	$38,725.00	$39,475.00	$40,225.00
HS Athletic Director		14%	$5,316.50	$5,421.50	$5,526.50	$5,631.50
Jr. High Athletic Director		5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Football	Head Varsity Coach	14%	$5,316.50	$5,421.50	$5,526.50	$5,631.50
	Asst. Varsity Coach	11%	$4,177.25	$4,259.75	$4,342.25	$4,424.75
	Asst. Varsity Coach	11%	$4,177.25	$4,259.75	$4,342.25	$4,424.75
	Jr. High	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
	Jr. High	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Volleyball	Head Varsity Coach	14%	$5,316.50	$5,421.50	$5,526.50	$5,631.50
	Asst. Varsity Coach	11%	$4,177.25	$4,259.75	$4,342.25	$4,424.75
	Freshmen	6%	$2,278.50	$2,323.50	$2,368.50	$2,413.50
	Jr. High	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
	Jr. High	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Basketball--Boys	Head Varsity Coach	14%	$5,316.50	$5,421.50	$5,526.50	$5,631.50
	Asst. Varsity Coach	11%	$4,177.25	$4,259.75	$4,342.25	$4,424.75
	Freshmen	6%	$2,278.50	$2,323.50	$2,368.50	$2,413.50
	Jr. High	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
	Jr. High	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Basketball--Girls	Head Varsity Coach	14%	$5,316.50	$5,421.50	$5,526.50	$5,631.50
	Asst. Varsity Coach	11%	$4,177.25	$4,259.75	$4,342.25	$4,424.75
	Freshmen	6%	$2,278.50	$2,323.50	$2,368.50	$2,413.50
	Jr. High	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
	Jr. High	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Baseball	Head Varsity Coach	14%	$5,316.50	$5,421.50	$5,526.50	$5,631.50
	Asst. Varsity Coach	11%	$4,177.25	$4,259.75	$4,342.25	$4,424.75
	Freshmen	6%	$2,278.50	$2,323.50	$2,368.50	$2,413.50
Softball	Head Varsity Coach	14%	$5,316.50	$5,421.50	$5,526.50	$5,631.50
	Asst. Varsity Coach	11%	$4,177.25	$4,259.75	$4,342.25	$4,424.75
	Freshmen	6%	$2,278.50	$2,323.50	$2,368.50	$2,413.50
Golf	Varsity Coach	11%	$4,177.25	$4,259.75	$4,342.25	$4,424.75
	Assistanct Coach	6%	$2,278.50	$2,323.50	$2,368.50	$2,413.50
Cheerleading	HS Football Season	4%	$1,519.00	$1,549.00	$1,579.00	$1,609.00
	HS Basketball Season	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Track	Asst. HS Coach Boys	8%	$3,038.00	$3,098.00	$3,158.00	$3,218.00
	Asst HS Coach Girls	8%	$3,038.00	$3,098.00	$3,158.00	$3,218.00
	Jr. High - Girls	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
	Jr. High - Boys	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Cross Country		11%	$4,177.25	$4,259.75	$4,342.25	$4,424.75
Archery		5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Yearbook	Editor	11%	$4,177.25	$4,259.75	$4,342.25	$4,424.75
	Jr. High	4%	$1,519.00	$1,549.00	$1,579.00	$1,609.00
	Elementary	4%	$1,519.00	$1,549.00	$1,579.00	$1,609.00
Plays	Director	8%	$3,038.00	$3,098.00	$3,158.00	$3,218.00
	Assistant Director	6%	$2,278.50	$2,323.50	$2,368.50	$2,413.50
	Jr. High Director	6%	$2,278.50	$2,323.50	$2,368.50	$2,413.50
Instrumental Director 5-12		5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Vocal Music Director 6-12		2%	$759.50	$774.50	$789.50	$804.50
Vocal Music Director 1-5		5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Class Sponsors	Freshmen	3%	$1,139.25	$1,161.75	$1,184.25	$1,206.75
	Sophomores	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
	Juniors	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
	Seniors	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
Student Council	High School	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
	Jr. High	6%	$2,278.50	$2,323.50	$2,368.50	$2,413.50
Scholastic Bowl	Varsity	6%	$2,278.50	$2,323.50	$2,368.50	$2,413.50
	Junior Varsity	5%	$1,898.75	$1,936.25	$1,973.75	$2,011.25
	Jr. High	4%	$1,519.00	$1,549.00	$1,579.00	$1,609.00
National Honor Society		2%	$759.50	$774.50	$789.50	$804.50
Battle of the Books		3%	$1,139.25	$1,161.75	$1,184.25	$1,206.75
Leo Club		3%	$1,139.25	$1,161.75	$1,184.25	$1,206.75
STEM Director		3%	$1,139.25	$1,161.75	$1,184.25	$1,206.75

APPENDIX B— 2023-2027

SALARY SCHEDULE

DEGREE+ STIPEND	BA+0	BA+8	BA+16	BA+24	BA+32/ MA+0	MA+10	MA+20	MA+30	MA+45
	-	$850	$950	$1050	$1150/ 1150	$1250	$1250	$1250	$1250
CUMULATIVE VALUE	-	$850	$1800	$2850	$4000	$5250	$6500	$7750	$9000

SALARY CALCULATION

1. As per Article II Section A

   Each teacher's salary will be based on a negotiated increase which will apply to his/her previous year's salary, exclusive of any teacher retirement figure and of extra-duty assignment pay.

   (2022-2023 contract salary x 4%) + (2022-2023 contract salary) + (Educational Stipend Adjustment if applicable) = 2023-2024 Contract Salary

   (2023-2024 contract salary x 4%) + 2023-2024 contract salary = 2024-2025 Contract Salary

   (2024-2025 contract salary x 4%) + 2024-2025 contract salary = 2025-2026 Contract Salary

   (2025-2026 contract salary x 4%) + 2025-2026 contract salary = 2026-2027 Contract Salary

   Contract Salary x 9.8901%= Retirement Contribution

   Contract Salary + Retirement Contribution = Creditable Earnings

2. If a teacher moves across to a new column, he/she will receive the new stipend for that advancement.

3. Certified employees will have a one-time salary adjustment as listed in the graph for the 2023-2024 school year. This amount will become a permanent addition to the employee's salary. The one-time addition is based on one's educational level for the 2022-2023 contract salary. It does NOT include any educational advances made during the 2022-2023 school year.

Educational Stipend Chart		
Level	**Degree**	**Salary Adjustment**
A	BA+0	$0
B	BA+8	$50
C	BA+16	$100
D	BA+24	$150
E	BA+32/MA+0	$200
F	MA+10	$250
G	MA+20	$300
H	MA+30	$350
I	MA+45	(no one qualifies)

Salary Base and Board Paid Health Insurance % for Each Contract Year

Contract Bases		**Board Paid Insurance %**			
		Health		**Dental**	
		Single	**Family**	**Single**	**Family**
2023-2024	$37,975	100%	50%	100%	single %
2024-2025	$38,725	98%	60%	100%	single %
2025-2026	$39,475	96%	70%	100%	single %
2026-2027	$40,225	95%	75%	100%	single %

New Hire Salary Formula

	Salary base for the contract year of hire
Plus	Stipend for Degree plus additional graduate hours
Plus	Years experience times current contract year assigned experience value
Equals	Contracted salary for first year on the faculty

Stipend for Degree Plus Additional Graduate Hours

Level	Degree +	Value	Cumulative Value
A	BA+0	$ 0	$ 0
B	BA+8	$ 850	$ 850
C	BA+16	$ 950	$ 1800
D	BA+24	$ 1050	$ 2850
E	BA+32/MA+0	$ 1150	$ 4000
F	MA+10	$ 1250	$ 5250
G	MA+20	$ 1250	$ 6500
H	MA+30	$ 1250	$ 7750
I	MA+45	$ 1250	$ 9000

Contract Year Assigned Experience Value Per Year

Experience 1 through 10 years

New Contract Year	
2023	$500
2024	$500
2025	$500
2026	$500

The parties agree to form a committee comprised of two representatives for the Association appointed by the president of the Association and two representatives for the District appointed by the Board for the purpose of fairly applying the New Teacher Salary Formula and any proposed additions to Appendix A. This committee is without power to alter the New Teacher Salary Formula. Any change to the New Teacher Salary Formula must be negotiated by the Association and the District.

APPENDIX C—GRIEVANCE FORM

Date of Formal Filing: _____

Name of Complainant: _____

Home Address: _____

_____

Home/Cell Telephone No: _____

Number of Years in District: _____

Name of School and Address: _____

_____

_____

Principal Contacted: _____

Date Contacted: _____

Grievance Representative Contacted: _____

Statement of Grievance (may use an attachment if necessary):

Action Requested:

Signature of Grievant: _____