# AGREEMENT BETWEEN BOARD OF EDUCATION OF SCHOOL DISTRICT NO.22 NOKOMIS, ILLINOIS

# AND

# NOKOMIS EDUCATION ASSOCIATION, IEA-NEA

2023 - 2024

2024 - 2025

2025 - 2026

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#### ARTICLE I

#### A. Recognition

The Board of Education of School District 22, Nokomis Illinois, hereinafter referred to as the "Board", hereby recognizes the Nokomis Education Association IEA-NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiation agent for all full time and part time regularly employed certificated teaching personnel including counselors and teacher certified librarians. The Superintendent, Administrative Assistant, principals, assistant principals and any other supervisory personnel as defined by IELRA 2 (g) shall be exempted from the bargaining unit.

#### **B.** Part-time Teachers

Part time teachers shall be included in the bargaining unit but shall receive pro-rationed salary, sick leave, and personal leave. Part time teachers shall receive no other benefits except as may be specifically stipulated to the contrary elsewhere herein.

#### ARTICLE II

#### A. Board Meetings--Association Right to Speak

The Association shall have the same right to speak at Board meetings as do parents, students, other organizations and members of the public.

#### **B. Board Meetings--Notice**

The President of the Association or his/her designee shall be given notice of all Special Board meetings via e-mail. The NEA President or his/her designee shall be notified of amended and new policies, which can be found on the District website.

#### C. Board Meetings--Press Releases

Board meeting press releases shall be emailed to the President of the Association at the same time such press releases are publicly distributed, or alternatively, the Superintendent shall provide the press release by email.

#### D. Freedom of Information Act

The Board will comply with the Illinois Freedom of Information Act. Any member requesting access to their files may do so during regular business hours as long as it does not disrupt District operations.

#### E. Association Leave

The Association shall have the right to use three (3) days total per year provided the Association reimburses the District for the cost of the teacher. No more than two (2) teachers can be on leave at one time to attend to Association business.

#### F. Use of Facilities

The Association shall have the right to request use of school buildings, facilities and equipment for Association purposes which use shall not be unreasonably withheld. Any costs associated with such use shall be paid by the Association including additional custodial cost, costs of materials expended, damage, rents and other incidental cost. No use shall be reasonable which conflicts with previously scheduled school activities.

#### G. Mailboxes

The Association may use the employee mailboxes for official Association business. The Association may have use of the interschool mail system provided such a system exists. Distribution of materials in employee mailboxes must be pre-approved by the administration. Such approval decisions shall not be capricious in nature and shall under no circumstances prevent the Association from posting or distributing legally required information.

#### H. Bulletin Boards

The District shall provide a bulletin board in each teacher lounge for the posting of Association announcements. Items placed on a bulletin board in any teacher lounge must be pre-approved by the administration. Such approval

decisions shall not be capricious in nature and shall under no circumstances prevent the Association from posting or distributing legally required information.

#### I. Minutes of Board Meetings

Board minutes shall be sent electronically to the President of the Association within five (5) days of adoption, or alternatively, the Superintendent shall provide the press release by email.

#### J. Right of Access

The Association's Uniserv Director or attorneys shall be permitted to transact official Association business on school property so long as such business is transacted outside the class hours or unless the teacher is otherwise assigned.

#### K. Contract Distribution

Within thirty (30) days of ratification of the agreement, the Board shall have at its expense, the agreement prepared and delivered to the Association for its distribution to each teacher in the District electronically or make available on its website

#### L. Vacancy Definition

A vacancy shall be defined as created by:

- 1. resignation in a position to be filled;
- 2. retirement in a position to be filled;
- 3. dismissal-nonrenewal in a position to be filled;
- 4. creation of a new position;
- 5. death in a position to be filled

#### M. Vacancy Notice

Whenever a vacancy occurs the Superintendent shall within two working days post a vacancy notice in the District office. The Association President, or his/her designee shall be notified of vacancies within three (3) days of posting.

#### N. Vacancy Application

Existing employees shall be entitled to make timely application for vacancies for which they are legally qualified. Such application shall be submitted to the Superintendent.

#### O. Vacancy Temporary Appointment

Positions temporarily filled to avoid undue disruption of the educational program will follow the above procedures before being permanently filled.

#### Q. Assignment--Notice of

Teachers shall be given written notice of their tentative building, class and/or subject assignments not later than forty-five (45) days prior to the start of the forthcoming school year. In the event of a change in assignment becomes necessary after the notification date, the teacher so reassigned shall be notified in writing. The teacher shall be entitled to a conference with the Superintendent to discuss the reassignment. If dissatisfied with the result of the conference, the teacher shall be permitted to resign without penalty.

#### R. Dues Deduction

The Board shall deduct from each teacher's pay the current dues of the Association provided the teacher has signed an annual authorization provided by the Association which has been submitted in writing to the District by September 15 of each year or within ten (10) days of initial employment if initial employment occurs after the school year has commenced.

Pursuant to such authorization the Board shall deduct beginning in September and through July, or from sign up through July, in substantially equal installments, the NEA-IEA-NEA dues.

A dues deduction authorization may be revoked provided a written revocation is received by the District. There shall be a minimum ten (10) day clerical waiting period while notification of The Association and clerical changes are made after any revocation is received by the District. The Association shall be notified of any revocation before said revocation takes effect. The District is expressly relieved of all dues deduction liability with regard to:

- 1. insufficient earnings to cover deduction;
- 2. unpaid dues in arrears where the District has complied with its deduction responsibilities; and
- 3. the dues of teachers no longer employed by the District or teachers on unpaid leaves of absence.

The Board shall remit said deduction to the Association within ten (10) days following the deduction.

#### ARTICLE III

#### A. Formal Evaluation

Before any formal evaluation is performed the evaluator shall acquaint the teacher with the evaluation procedure and instrument.

#### **B.** Evaluation Minimums

Each nontenured teacher shall be evaluated at least two (2) times per school year. The teacher evaluations process will follow the District PERA plan where at least three NEA members and three Board members (or designees) are members of the PERA Committee.

#### C. Response to Evaluation

Each teacher shall have the right to submit such written response to the evaluation as the teacher may desire. Such response shall become part of the evaluation.

#### D. Personnel File

Each teacher shall have the right during regular business hours and upon reasonable notice in advance to inspect the nonconfidential contents of the teacher's personnel file. Administration shall have a representative present at such review. The teacher shall be provided copies of materials contained in the file upon request.

#### E. Informal Evaluation

The Board reserves the right to conduct such informal observations which may relate to teaching performance as it may deem necessary.

#### F. Evaluators

Formal evaluations shall be conducted only by District Administrators or competent outside professionals.

#### G. Disciplinary Appearance

Should an employee be required to appear before the Board on any matter which could reasonably lead to the employee's reprimand, supervision, or dismissal, the employee shall be given notice of the required appearance minimally equivalent to notice given Board members of a special meeting and shall be entitled to such representation as the employee may desire.

#### ARTICLE IV

#### A. Work Year

The teacher work year will consist of no more than one hundred eighty (180) teacher attendance days. Days declared "Act of God" days by the State, will count toward the one hundred eighty (180) teacher attendance days.

#### B. Work Day

The teacher workday shall not exceed seven and one-half (7 1/2) clock hours including duty free lunch except that teachers shall be required to work a longer day on occasion to accommodate:

- 1. extra duties as compensated in Article VIII (B)(D)
- 2. open houses
- 3. faculty meetings
- 4. conferences
- 5. special education staffing
- 6. emergencies
- 7. detentions
- 8. chaperoning

The instructional day for students/teachers will begin at 8:22 a.m. and conclude at 3:12 p.m. except on School Improvement Days.

# C. Duty-Free Lunch

All bargaining unit members shall be entitled to a duty-free, 30 minute, uninterrupted lunch period.

# D. Traveling Teachers--Lunch

Teachers who are assigned to more than one school shall have their schedules arranged so that the travel time does not infringe on the traveling teacher's duty-free lunch.

Should travel time negatively impact the traveling teacher's instructional period, the administration and association shall attempt to modify the schedule.

#### ARTICLE V

#### A. Sick Leave

Each teacher shall be entitled to twelve (12) sick leave days per school term without loss of pay. Sick leave accumulation shall be unlimited. Each teacher shall be entitled to use Sick Leave pursuant to the Illinois School Code and the Illinois Sick Leave Act. If an individual is found to be taking a sick day that does not follow the Illinois School Code and/or the Illinois Sick Leave Act, that day will be docked at 1/180 of their pay for each day.

Sick time shall be consistent with the State of Illinois statutes. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. And family is defined as "an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent."

Teachers may use two (2) days sick leave per year for bereavement purposes for deaths outside of the immediate family.

The school board may require a certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority to perform heath examinations by his or her supervising physician, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

Sick Leave Balloon – A teacher who provides more than four (4) years advanced notice of retirement and at the time of notice and has 130 accumulated sick leave days and at least 10 years of service with Nokomis Community Unit School District #22, shall be awarded a sick leave balloon benefit. This benefit shall be awarded prior to the teacher's fourth year prior to retirement up to a maximum of 170 days not to exceed 360 days of total accrued sick leave. In order to receive this benefit the employee shall provide the District with an irrevocable letter effective more than four (4) years from the date of notification of retirement. The employee is still to receive yearly, normal sick-leave allotment with a cap not to exceed 340 days upon retirement.

#### B. Accumulated Sick Leave--Notice

The Board shall notify each teacher of his/her accumulated sick leave at the beginning of each school year. Employees are entitled to use up to thirty (30) days of paid sick leave for the birth of a child. The Board may require medical certification as a condition of paying sick leave beyond 30 days.

#### C. Personal Leave

Each teacher shall be granted two (2) personal leave days per year without loss of pay provided however use of such days on any particular day shall require the request of the teacher and approval of the building principal and superintendent. The Board shall not obstruct any individual teacher's entitlement to the two (2) days but may deny individual requests wherein more than two (2) teacher requests district-wide are received for a given day.

In the event that an employee does not use more than five (5) sick leave days in a school year, the Board will grant

one (1) additional personal day the following school year. This additional personal day is not accumulative, therefore, no more than three (3) personal leave days will be allowed in any single school year. (Clarification per district practice for both noncertified and certified: dock days used during that school year are counted toward that sick day maximum. For example, if a staff member has used 4 sick days, but he/she has also requested and received three (3) dock days, that person would not be eligible for the additional personal day). Each employee must provide a reason for requesting a personal day.

A teacher may not request a personal day both before and after the same holiday.

Any unused personal leave days shall accumulate as sick leave.

## D. Leave of Absence Without Pay

Leaves of absence may be granted without pay to tenured employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

- 1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
- 2. Dates of departure and return must be mutually acceptable to the teacher and administration and determined prior to any final action on the request.
- 3. Leaves may be granted for:
  - a. advanced study leading to a degree in an approved university;
  - b. educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
  - c. military service;
  - d. maternity, adoption of an infant, paternity;
  - e. other reasons acceptable to the Board
- 4. Employees on such leave may continue insurance benefits if they reimburse pro-rata costs of benefits for which they apply and providing the then current carrier permits.
- 5. Employees will not advance on the salary schedule while on the approved leave of absence without pay unless working at least eighty-eight (88) days during the school year in which the leave was taken.
- 6. The Board may waive the above restrictions at its discretion.
- 7. Nothing herein shall prevent a disabled teacher from using sick leave for maternity based disability but in such cases where sick leave is so used no maternity leave of absence shall be approved.

#### E. Emergency Days

Emergency Days may be granted at the discretion of the Superintendent not to exceed three (3) days. Emergency is defined as an event of a personal and serous nature occurring on a school attendance day, which could not have been anticipated or avoided. Emergency days will only be granted if all other days (either personal or sick – depending on the appropriateness of the event) have been exhausted.

#### F. Attendance Incentive

If a licensed teacher missed zero (0) sick, personal, or dock days for the school year, a bonus of \$250 will be paid to the teacher the following September.

If a licensed teacher missed only one (1) sick or personal days, and no dock days for the school year, a bonus of \$175 will be paid the following September.

If a licensed teacher missed only two (2) sick or personal days, and no dock days for the school year, a bonus of \$100 will be paid the following September.

However, the bonus is subject to the limitation on TRS nonexempt creditable compensation provided in this Agreement. For a teacher whose TRS nonexempt creditable compensation is limited to the lesser of six percent (6%) or the maximum retirement incentive permitted by law without the Board incurring a penalty, the incentive money will be paid as a post-retirement bonus.

#### ARTICLE VI

#### A. Definitions.

A Grievance shall be:

Any claim by the Association or any employee that there has been a violation, misrepresentation, and misapplication of the terms of this Agreement.

**B.** All time limits consists of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall double and shall consist of all week days.

#### C. Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

- Step I The employee or the Association may present the grievance in writing within ten (10) days of the event giving rise to the grievance or knowledge of same whichever is later to the Superintendent or the Superintendent's official designee. The Superintendent shall arrange with the grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response.
- **Step II** If the grievance is not resolved at Step I, then the grievant may refer the grievance to a closed session of the Board within ten (10) days after receipt of the Step One answer. The Board shall arrange with the grievant for a hearing to take place at the next regularly scheduled Board meeting.

Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Board's written response.

**Step III** - If the Association is not satisfied with the disposition of the grievance of Step two, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.

#### D. Bypass to Arbitration

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

#### E. Class Grievance

Class grievance involving one or more employees or one or more supervisors, and grievance involving an administrator above the building level may be initially filed by the Association at Step II.

#### F. Grievance--No Reprisals Clause

No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

# G. Released Time

Should the Board require that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits.

#### H. Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employees.

#### I. Grievance Withdrawal

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

#### J. No Written Response

If no written decision has been rendered within the time limits indicated by a step, then the grievance may process to the next step. The time limits indicated in this section regarding each step of the grievance process are mandatory and jurisdictional.

#### K. AAA Rules

If the parties mutually agree, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

The fees and the expenses of the arbitrator shall be shared equally by the parties.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

#### ARTICLE VII

#### A. No Strike

Neither the Association nor any individual acting alone or in concert shall directly or indirectly engage in or assist in any work stoppage, slowdown or any other disruption in the delivery of educational services during the term of this Agreement.

#### **B.** 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.

#### C. Individual Contracts

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

# D. Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a body of competent jurisdiction then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

# E. Successor Agreement

The parties shall commence bargaining for a successor agreement on or before June 2026 and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

#### F. Impasse

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

#### G. Duration

This agreement shall be effective the first day of the 2023-2024 school year and shall continue in full force and effect through and including the last day before the first day of the 2025-2026 school year.

# ARTICLE VIII

# A. Salary Schedule

For the 2023-2024 School Year:

	BA	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24	MS+32
1	41500	42501	43502	44503	45504	46505	47506	48507	49508
2	42290	43291	44292	45293	46294	47295	48296	49297	50298
3	43080	44081	45082	46083	47084	48085	49086	50087	51088
4	43870	44871	45872	46873	47874	48875	49876	50877	51878
5	44660	45661	46662	47663	48664	49665	50666	51667	52668
6	45450	46451	47452	48453	49454	50455	51456	52457	53458
7	46240	47241	48242	49243	50244	51245	52246	53247	54248
8	47030	48031	49032	50033	51034	52035	53036	54037	55038
9	47820	48821	49822	50823	51824	52825	53826	54827	55828
10	48610	49611	50612	51613	52614	53615	54616	55617	56618
11	49400	50401	51402	52403	53404	54405	55406	56407	57408
12	50190	51191	52192	53193	54194	55195	56196	57197	58198
13	50980	51981	52982	53983	54984	55985	56986	57987	58988
14	51770	52771	53772	54773	55774	56775	57776	58777	59778
15	52560	53561	54562	55563	56564	57565	58566	59567	60568
16	53350	54351	55352	56353	57354	58355	59356	60357	61358
17	54140	55141	56142	57143	58144	59145	60146	61147	62148
18	54930	55931	56932	57933	58934	59935	60936	61937	62938
19	55720	56721	57722	58723	59724	60725	61726	62727	63728
20	56510	57511	58512	59513	60514	61515	62516	63517	64518
21	57300	58301	59302	60303	61304	62305	63306	64307	65308
22	58090	59091	60092	61093	62094	63095	64096	65097	66098
23	58880	59881	60882	61883	62884	63885	64886	65887	66888
24	59670	60671	61672	62673	63674	64675	65676	66677	67678
25	60460	61461	62462	63463	64464	65465	66466	67467	68468
26	61250	62251	63252	64253	65254	66255	67256	68257	69258
27	62040	63041	64042	65043	66044	67045	68046	69047	70048
28	62830	63831	64832	65833	66834	67835	68836	69837	70838
29	63620	64621	65622	66623	67624	68625	69626	70627	71628
30	64410	65411	66412	67413	68414	69415	70416	71417	72418
31	65200	66201	67202	68203	69204	70205	71206	72207	73208

For the 2024-2025 school year:

	ВА	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24	MS+32
1	43471	44472	45473	46474	47475	48476	49477	50478	51479
2	44285	45286	46287	47288	48289	49290	50291	51292	52293
3	45099	46100	47101	48102	49103	50104	51105	52106	53107
4	45913	46914	47915	48916	49917	50918	51919	52920	53921
5	46727	47728	48729	49730	50731	51732	52733	53734	54735
6	47541	48542	49543	50544	51545	52546	53547	54548	55549
7	48355	49356	50357	51358	52359	53360	54361	55362	56363
8	49169	50170	51171	52172	53173	54174	55175	56176	57177
9	49983	50984	51985	52986	53987	54988	55989	56990	57991
10	50797	51798	52799	53800	54801	55802	56803	57804	58805
11	51611	52612	53613	54614	55615	56616	57617	58618	59619
12	52425	53426	54427	55428	56429	57430	58431	59432	60433
13	53239	54240	55241	56242	57243	58244	59245	60246	61247
14	54053	55054	56055	57056	58057	59058	60059	61060	62061
1.5	54867	55868	56869	57870	58871	59872	60873	61874	62875
16	55681	56682	57683	58684	59685	60686	61687	62688	63689
17	56495	57496	58497	59498	60499	61500	62501	63502	64503
18	57309	58310	59311	60312	61313	62314	63315	64316	65317
19	58123	59124	60125	61126	62127	63128	64129	65130	66131
20	58937	59938	60939	61940	62941	63942	64943	65944	66945
21	59751	60752	61753	62754	63755	64756	65757	66758	67759
22	60565	61566	62567	63568	64569	65570	66571	67572	68573
23	61379	62380	63381	64382	65383	66384	67385	68386	69387
24	62193	63194	64195	65196	66197	67198	68199	69200	70201
25	63007	64008	65009	66010	67011	68012	69013	70014	71015
26	63821	64822	65823	66824	67825	68826	69827	70828	71829
27	64635	65636	66637	67638	68639	69640	70641	71642	72643
28	65449	66450	67451	68452	69453	70454	71455	72456	73457
29	66263	67264	68265	69266	70267	71268	72269	73270	74271
30	67077	68078	69079	70080	71081	72082	73083	74084	75085
31	67891	68892	69893	70894	71895	72896	73897	74898	75899

# For the 2025-2026 school year:

	ВА	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24	MS+32
1	45536	46537	47538	48539	49540	50541	51542	52543	53544
2	46381	47382	48383	49384	50385	51386	52387	53388	54389
3	47226	48227	49228	50229	51230	52231	53232	54233	55234
4	48071	49072	50073	51074	52075	53076	54077	55078	56079
5	48916	49917	50918	51919	52920	53921	54922	55923	56924
6	49761	50762	51763	52764	53765	54766	55767	56768	57769
7	50606	51607	52608	53609	54610	55611	56612	57613	58614
8	51451	52452	53453	54454	55455	56456	57457	58458	59459
9	52296	53297	54298	55299	56300	57301	58302	59303	60304
10	53141	54142	55143	56144	57145	58146	59147	60148	61149
11	53986	54987	55988	56989	57990	58991	59992	60993	61994
12	54831	55832	56833	57834	58835	59836	60837	61838	62839
13	55676	56677	57678	58679	59680	60681	61682	62683	63684
14	56521	57522	58523	59524	60525	61526	62527	63528	64529
15	57366	58367	59368	60369	61370	62371	63372	64373	65374
16	58211	59212	60213	61214	62215	63216	64217	65218	66219
17	59056	60057	61058	62059	63060	64061	65062	66063	67064
18	59901	60902	61903	62904	63905	64906	65907	66908	67909
19	60746	61747	62748	63749	64750	65751	66752	67753	68754
20	61591	62592	63593	64594	65595	66596	67597	68598	69599
21	62436	63437	64438	65439	66440	67441	68442	69443	70444
22	63281	64282	65283	66284	67285	68286	69287	70288	71289
23	64126	65127	66128	67129	68130	69131	70132	71133	72134
24	64971	65972	66973	67974	68975	69976	70977	71978	72979
25	65816	66817	67818	68819	69820	70821	71822	72823	73824
26	66661	67662	68663	69664	70665	71666	72667	73668	74669
27	67506	68507	69508	70509	71510	72511	73512	74513	75514
28	68351	69352	70353	71354	72355	73356	74357	75358	76359
29	69196	70197	71198	72199	73200	74201	75202	76203	77204
30	70041	71042	72043	73044	74045	75046	76047	77048	78049
31	70886	71887	72888	73889	74890	75891	76892	77893	78894

# B. Nokomis Community Unit School District #22 Athletic Salary Schedule

The percentages stated below for the Athletic and Extra-Duty Schedules will be calculated on the base salary:

2023-2024: \$41,500 2024-2025: \$43,471 2025-2026: \$45,536

Position	Lane 1	Lane 2	Lane 3
	Years 1-4	Years 5-9	Year 10+
Head HS Football	15%	16%	17%
Head HS Volleyball	15%	16%	17%
Head HS Boys Basketball	15%	16%	17%
Head HS Girls Basketball	15%	16%	17%
Head HS Baseball	12%	13%	14%
Head HS Softball	12%	13%	14%
Head HS Golf	9%	10%	11%
F/S and JV Football	9%	10%	11%
F/S and JV Volleyball	9%	10%	11%
F/S and JV Boys Basketball	9%	10%	11%
F/S and JV Girls Basketball	9%	10%	11%
F/S and JV Baseball	8%	8%	8%
F/S and JV Softball	8%	8%	8%
HS Cheerleading	10%	11%	12%
Assistant Football	5%	6%	7%
Assistant HS Boys Basketball	5%	6%	7%
ЛН Head Volleyball	7%	8%	9%
JH Head Boys Basketball	7%	8%	9%
JH Head Girls Basketball	7%	8%	9%
JH Head Baseball	6%	6%	6%
JH Head Softball	6%	6%	6%
JH Cheerleading	3%	4%	5%
JH Assistant Boys Basketball	5%	5%	5%
JH Assistant Girls Basketball	5%	5%	5%
JH Assistant Volleyball	5%	5%	5%
HS Track and Field Varsity Coach	12%	13%	14%
HS Track and Field JV Coach	9%	9%	9%
HS Bass Fishing	5%	5%	5%

Present coaches (2014-2015 school year) will be frozen at their current 2014-2015 salary. All new coaches or change in coaching positions (starting in the 2015-2016 school year) will then be placed on the current schedule (above).

All current teachers who are also coaches for the 2015-2016 school year will remain frozen at their 2015-2016 coaches salary until such time that they may reach the new scale.

#### C. Teacher Retirement Shelter

From the salary scheduled amount, the Board shall pay nine (9%) percent directly to the Teacher Retirement System on behalf of each teacher as a Board-paid teacher retirement contribution. The purpose of such contribution shall be to shelter such payment from federal income tax consistent with tax rulings 414H(2), 81-35 and 81-36. Should such shelter be subsequently declared illegal by a court of competent jurisdiction or superseded by a later tax ruling, such payment shall become gross income to the employee. The teachers, individually and/or collectively, at the Board's discretion, shall indemnify the District and hold it harmless against any tax liability or penalty if such shelter should be declared illegal by a court of competent jurisdiction or found improper by subsequent tax ruling or audit.

# D. Extra-Duty Schedules

F.F.A.	10.5%
HS Yearbook	4.5%
Student Council	4.5%
Music Director	9%
FCCLA	3%
Art Club	3%
Prom Sponsor	2.25%
Junior Class	2.25%
Senior Class	1.85%
Sophomore Class	2.25%
Freshman Class	2.25%
Foreign Language Sponsor	1.75%
Science Club	1.75%
Academic Bowl	4%
National Honor Society	2%

Jr. High Yearbook	1.35%
North School Yearbook	1.35%
Junior High Advisory	2%
WYSE	1.5%
Fine Art/Drama	4%
JH Speech	1.5%
JH Scholastic Bowl	3%

The Board will accept applications for co-curricular positions either individually or jointly and the stipend will be split accordingly.

Certified employees working as ticket sellers, timers, scorers, and bus chaperones shall be paid \$14.00 per hour

#### E. Passes

Certificated employees shall be allowed free admission to all home games. In addition, the immediate families (spouse and child(ren)) of coaches shall be allowed free admission to all home games.

#### F. Health Insurance and Options

The Board will pay for the cost of single coverage of health insurance up to \$40.00 per month over the previous year's monthly premium in the 2023-2024 school year and \$40 per month over the previous monthly premium for the duration of the contract. Each employee who selects to participate in the district dental plan will be responsible for all costs associated with the monthly premiums. Certified staff newly hired under this contract will be granted health/dental insurance. However, employees hired prior to 2012-2013 contract taking effect, who previously did not elect to take health/dental insurance and currently have an annuity shall maintain their rights to have the option of electing a life insurance or an annuity of substantially equal premium. If they elect to forego the annuity at any time, they may elect to change to health/dental insurance but not return to the annuity option thereafter.

An Insurance Committee will be created to consider insurance options. The Nokomis Education Association shall have the right to select three (3) members to serve on the Insurance Advisory Committee. The Committee shall make suggestions for any changes to coverage and carriers to the Board.

If, during the term of this Agreement, legislation alters this Section F ("Health Insurance"), the parties will bargain the impact of that legislation.

#### G. Retirement Bonus Incentive

#### 1. Retirement Eligibility

The Board shall recognize the service of full-time certified employees who have rendered at least 15 years of uninterrupted creditable service to Nokomis C.U.S.D. #22 immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through the Teacher Retirement System of the State of Illinois. An eligible certified employee may access the end-of-career earnings increases if:

- 1) Must be at least sixty (60) years of age at the time of retirement, with at least ten (10) years of service with the Illinois Teacher Retirement System; OR
- 2) Must be at least fifty-five (55) years of age at the time of retirement, with thirty-five (35) years of service with the Illinois Teachers Retirement System; OR
- 3) Must be at least sixty-two (62) years of age at the time of retirement, with at least five (5) years of service with the Illinois Teachers Retirement System.

Also, non-exempt TRS creditable compensation (earnings) is defined by TRS rules and regulations. Eligibility requirements are for the year the retirement becomes effective, <u>NOT</u> the year the irrevocable letter of retirement is submitted.

#### 2. Notice of Retirement

An eligible employee may access the end-of-career earnings increases if they deliver an irrevocable letter of retirement, stating the effective date of retirement to the employer, so that the employer receives the letter by May 1<sup>st</sup> in the school year preceding the employee's access to the retirement incentive. During the first year of this contract, an eligible employee must deliver an irrevocable letter of retirement stating the effective date of retirement to the employer within thirty (30) days of the ratification of this contract. The notice of retirement may be given up to four (4) school years between the time of the notice of retirement and the date of retirement. In order to access the end-of-career earnings increases, the employee must give the notice of retirement when eligible.

The Board, may, at its discretion, allow a member to withdraw the irrevocable letter of resignation, provided that the employee can demonstrate a justifiable economic need that did not exist when the letter was issued, and provided that the employee and the Board can agree upon a repayment plan and amount of repayment, which may include interest at the highest rate that the Board is receiving on investments during that same period. This discretionary decision by the Board shall not be subject to grievance, and the Association waives all right to arbitration with regard to that decision.

# 3. End-of-Career Earnings Incentive

An eligible employee who has submitted a notice of retirement under Paragraph 2 above shall be eligible to participate in one of the following plans for an end-of-career earnings increase:

#### Four Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1, four (4) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final

four (4) years of employment the Teacher's nonexempt TRS salary shall be increased by 6% or the maximum retirement incentive permitted by law without the Board incurring a penalty over the Teacher's nonexempt TRS salary for the years prior of employment respectively.

#### Three Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final three (3) years of employment the Teacher's nonexempt TRS salary shall be increased by 6% or the maximum retirement incentive permitted by law without the Board incurring a penalty over the Teacher's nonexempt TRS salary for the years prior of employment respectively.

#### Two Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final two (2) years of employment the Teacher's nonexempt TRS salary shall be increased by 6% or the maximum retirement incentive permitted by law without the Board incurring a penalty over the Teacher's nonexempt TRS salary for the years prior of employment respectively.

#### One Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 one (1) year prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final one (1) year of employment the Teacher's nonexempt TRS salary shall be increased by 6% or the maximum retirement incentive permitted by law without the Board incurring a penalty over the Teacher's nonexempt TRS salary for the years prior of employment respectively.

In addition, any increase in earnings under these plans shall be subject to the following:

- a. No Employee's nonexempt TRS salary shall increase from one school year to the next by the maximum retirement incentive permitted by law without the Board incurring a penalty or be otherwise increased so as to create liability on the part of the Board or District for any portion of an Employee's retirement annuity, or result in any District or Board paid penalty or fee to TRS.
- b. If after submitting an irrevocable letter of retirement, the Teacher resigns from or is removed from duties for which the Teacher was compensated the previous year (i.e. Supplemental Salary Schedule, extended contract, and or stipends), the Teacher's nonexempt TRS creditable earnings will be adjusted.

#### 4. TRS Earnings Limitation

When a teacher, who is classified under TRS as a Tier 1 employee and is five (5) years or less from eligibility for a TRS annuity OR who is classified under TRS as a Tier 2 employee and is ten (10) or less years from eligibility for a TRS annuity, and regardless of the teacher's actual age, the teacher's nonexempt creditable TRS earnings from employment in the District, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, shall not exceed the amount specified hereinafter:

No teacher's nonexempt creditable TRS earnings shall increase from one school year to the next by the lesser of six percent (6%) or the maximum retirement incentive permitted by law without the Board incurring a penalty or otherwise increase so as to create liability on the part of the District for any portion of a teacher's retirement annuity, or result in any District paid penalty or fee to TRS.

# H. Docking Formula

The docking formula shall be 1/180 (the teacher's total gross salary) per day.

#### I. In House Substitution

In House Substitution will be compensated at the rate of \$35 per block class period. Classes that are "traditional" in length will be paid \$17.50 per class period. "OVERLOAD" PAY will be granted for certified teachers who are taking on the supervision of another class in addition to teaching their own class at the same rate as an in-house substitute at the rate of \$35 per class period, except for study halls or advocacy/character education classes.

#### J. Payroll Installment

Teachers shall receive their pay in twelve (12) monthly installments.

#### K. Placement on Salary Schedule

Placement on the salary schedule will be based on the number of years of teaching experience in-district, with consideration of years of experience outside of the district. Educational increments will be awarded in 8 hour blocks, as indicated on the schedules. Transcripts will need to be submitted to the Unit Office by September 1st for verification before movement can occur on the schedule. Only hours earned after the completion of a master's degree will be applied to the schedule beyond the master's degree steps.

#### L. Options to Negotiate

Upon mutual consent of the Local Board of Education and the Local Teachers' Association, this contract may be reopened to negotiate mutually agreed upon items. All items to be considered for negotiations must be submitted to the Board/Association ten (10) working days prior to the Board's/Association's consent.

#### M. TRS - Retired Teacher Health Insurance

The Board will contribute the total cost of the mandated salary deduction to support the Retired Teacher Health Insurance Program.

#### N. Tuition Reimbursement

Teachers who earn graduate hour credit may advance on the salary schedule provided the following requirements are met:

1. The employee shall present a request for graduate coursework/subject to the Superintendent in advance of

taking the course.

- 2. The Superintendent may accept or reject the course based on its pertinence to the area of education or as the course relates to areas of responsibility or school administration.
- 3. Once advance approval for the course is given and the course is taken, the following conditions must be met prior to the teacher receiving appropriate salary schedule placement.
  - a. All hours must be earned from an accredited college or university.
  - b. Satisfactory completion of the course must be demonstrated.
  - c. A transcript from the college or university demonstrating successful completion must be on file in the District's Administrative Office no later than September 5. However, in the event the college or university experiences delays, the employee may present an unofficial transcript obtained from the college or university website until an official transcript can be mailed directly to the District's Administrative Office by October 5.

The teacher will be reimbursed the actual cost of tuition and lab fees (not to exceed the \$200.00 per semester hour). The District will be responsible for a maximum of twelve semester hours earned per contract year per teacher. Reimbursement shall only be made if the teacher earns a grade of an "A" or "B" in the class.

All courses submitted for reimbursement must be relevant to the teacher's current instructional area, progressing towards an additional endorsement or certification or be a part of a Master's Degree or certification in educational administration.

For every year the District reimburses a licensed teacher the maximum amount of \$2400, the teacher agrees to accept employment for an additional year of service. Failure to do so, will require the teacher to pay one-half of the reimbursement back to the District within six (6) months of departure.

#### O. Prep Time

All teachers shall have a minimum of two hundred and twenty (220) minutes of preparation time per week which shall not include travel time. The Board will make every attempt to provide at least an increment of 20-minute preparation time at least once a day.

It is understood by both parties that on days or weeks when there is an altered schedule or early dismissal, the minimum prep time may not be observed.

In witness whereof:

For the Nokomis Education Association, IEA/NEA

President

Vice President

For the Board of Education, Nokomis Community Unit District #22

May Board President

Board Secretary

This Agreement is signed this 20th day of June 2023.