

CONTRACTUAL AGREEMENT

By and Between

BOARD OF EDUCATION
NETTLE CREEK COMMUNITY CONSOLIDATED
SCHOOL DISTRICT #24C

And

NETTLE CREEK COUNCIL
AMERICAN FEDERATION OF TEACHERS
LOCAL 604

EFFECTIVE July 1, 2020
THROUGH June 30, 2024

ARTICLE I
INTRODUCTION

1.1 Agreement

This Agreement is entered into this 17th day of August, 2020, by and between the Board of Education of Nettle Creek Community Consolidated School District 24C, Morris, Illinois, hereinafter referred to as the "Board" and the Nettle Creek Council AFT Local 604, hereinafter referred to as the "Union" which is hereby recognized as the sole and exclusive bargaining agent of the full and part-time teachers and teacher aides of District 24C, with regard to salaries, hours and terms and conditions of employment except exempt employees under the IELRA.

ARTICLE II
BOARD'S RIGHTS

2.1 Management Rights

The Board retains all traditional rights to manage and direct the affairs of Nettle Creek School in all respects and to manage and direct its employees.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, and regulations in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

2.2 No Solicitations

The Union or representative designee, regardless if such person is an employee, shall not solicit Union business with employees during their working hours while on duty and must restrict such Union related activity to employee's non-working hours (lunch). Such conduct shall not disturb the work of employees who may otherwise be working.

ARTICLE III
WORKING CONDITIONS

3.1 Work Day

The working day for Employees shall consist of 7.33 continuous hours, and shall commence and end at such time as directed by the administration. Such working day shall commence no earlier than 7:55 a.m. nor end after 3:15 p.m. Teachers shall receive a 30-minute duty-free lunch.

Teachers shall attend administrative consultations, special education staffing conferences, parent meetings and conferences, open house, staff meetings, Holiday Programs (for K-5 teachers), and graduation (for 6-8 teachers). Be available to students and/or parents before/after school as needed.

The work day includes fifteen (15) minutes before the start of the student attendance day and fifteen (15) minutes after the conclusion of the student attendance day, with the exception of Fridays or days before a school holiday – teachers and teacher aides may leave once all buses have left on these days.

3.2 Initial Employment

At the time of initial employment in the District, each teacher not employed for primarily supervisory or administrative duties shall receive an initial salary commensurate with his or her teaching experience and educational attainment according to the Salary Schedule in Appendix A. The teacher shall receive credit for all prior years of full time school teaching experience, but not to exceed a total of eight (8) years.

3.3 Salary Advancement

Annual salary increases during the life of the contract shall be: 3.5% for 2020-2021, 4% for 2021-2022, 4% for 2022-2023 and 3.5% for 2023-2024.

In addition, Teachers will receive salary increases for approved educational attainment. Only 300 level college credit classes, or higher, obtained by a teacher from an accredited institution shall apply towards advancement for educational attainment, as illustrated in Appendix A. The Teacher must have received prior approval from the Superintendent that said course or courses are of value to both the Teacher and the District. Advancement for educational attainment shall only take place at the beginning of each semester. The Teacher is responsible for providing the Superintendent with a properly certified transcript evidencing such course work has been successfully completed and the transcript must be presented prior to September 15th for the Fall Semester and January 15th for the Spring Semester.

3.4 Tuition Reimbursement

Full time teachers shall be reimbursed by the Board up to \$250.00 for each credit hour for 2020-21 and up to \$275.00 for each credit hour for 2021-24, for college courses of at least 300 level courses and above, which have been successfully completed.

Credit for purposes of salary advancement, as well as tuition reimbursement, shall only be allowed upon prior written approval from the Superintendent. Application for course work and reimbursement shall be consistent with Section 3.3 of this Agreement entitled “Salary Advancement.”

The total number of approved credits that a teacher may receive reimbursement for shall not exceed a total of fifteen (15) credits for each school year (August 1 – July 31).

Reimbursement shall be paid within thirty (30) days following receipt of transcript for said course work indicating successful completion of such courses completed during the months of September through May, both inclusive. As to approved courses successfully completed during the months of June, July or August, reimbursement will be paid only to those teachers returning to the employment of the District for the immediately following school year. Reimbursement for such summer courses shall be made by

the District either by October 1 or within thirty (30) days following receipt of transcript indicating successful completion of the summer course, whichever is later (but no earlier than September 1).

The Superintendent's approval is to be in writing with a copy for the teacher and a copy to be placed in the teacher's personnel folder.

Reimbursement requires at least a B grade for graduate hours and at least a C grade or P for passing for undergraduate hours.

3.5 Meetings

Should the employee be required to meet with the Superintendent or the Board regarding a matter which may result in disciplinary action, he/she shall be notified of the reasons for the meeting (termination or unpaid suspension). No non-probationary employee shall be suspended without pay or terminated without just cause, as defined in Illinois law.

3.6 Plan Periods

Planning periods are to be used for school purposes only. Each full-time teacher will be granted at least fifteen (15) minutes of planning time per full day, attached to their lunch for a total of seventy-five (75) minutes per week. If it becomes necessary for a teacher to leave the building during the day, other than the duty-free lunch period, the teacher will request permission of the Administration. If granted the teacher will inform the Administration where the teacher can be reached.

In addition to the daily planning time described above, teachers shall receive extra planning time while their students attend instruction in Specials (such as, but not limited to Computers and Music), for a total of two-hundred and ten (210) minutes of planning time in a normal week. At times when Specials instructors are absent, the district shall provide substitute teachers for those subjects, whenever possible. This provides for a combined total of two-hundred eighty-five (285) minutes of planning time in a normal week.

3.7 Outside Employment

Full-time employees shall file and keep current with the Principal a home telephone number where they can be contacted when off duty. Full-time employees shall treat their work at Nettle Creek School as their primary employment. Employees may not hold outside jobs which will interfere with their performance of their duties at Nettle Creek School.

3.8 Physical Examination

The Superintendent and/or the Board of Education retain the right to require any employee to submit to a physical and/or psychiatric examination by a physician licensed to practice medicine and surgery in all its branches. The sole purpose of any such examination is to secure the opinion of a physician with respect to an employee's physical and/or mental fitness to continue in or return to the employ of the district.

The expense of such an examination shall be borne by the Board of Education provided that the physician is approved by the Superintendent and/or the Board of Education.

The employee shall execute documents consenting to the sharing of the opinions of the physician with the District.

3.9 School Year

The school year for all Teachers and Teacher Aides shall consist of a combination of pupil attendance days, institute days, and five (5) emergency days, totaling one hundred eighty-five (185). The five (5) emergency days are only to be used to replace missed pupil attendance days or institute days scheduled in the calendar. The Union shall serve in an advisory capacity in putting together the school year calendar.

3.10 Mileage Reimbursement

Any employee required by the Board to use his/her personal automobile for District purposes shall be allowed to claim mileage reimbursement in the performance of their duties when personal vehicles are used. All mileage claims must be filed with the Superintendent and must be in accordance with district regulations. The rate of reimbursement will be the IRS rate.

3.11 Statistical Data

The Union president may regularly examine the following current information:

- A copy of the annual audit report.
- A monthly statement of financial position.

The Superintendent will give the Union president information containing the salary, years of experience, and degree held by each Teacher.

The Union will be furnished a complete copy of the agenda for every Board meeting as soon as it is prepared. Also a copy of the official Board open session minutes and notices of all Board meetings and Board Committee meetings shall be given to the Union president.

3.12 Personnel Records

Section 1. A personnel file for each teacher shall be kept in the Superintendent's office. The following information shall be included in the file; however, additional information may be included in the file as appropriate.

- A. Up-to-date transcripts of all college credits earned.
- B. Up-to-date list of teaching qualifications.
- C. Completed withholding form.
- D. Teacher service record information.
- E. Copy of all teaching certificates.
- F. Evaluation and communications

Each individual teacher shall have the responsibility to see that the materials listed in subparagraphs (A) through (E) above are current.

Section 2. All material to be placed in the official Board file shall be inserted in a timely fashion, and shall be date stamped to indicate the date said material was placed in the file.

- A. Upon written request, a Teacher or Teacher Aide shall have the right to review and have reproduced all materials, with the exception of confidential references used by the Teacher or Teacher Aide to secure a position, in the employees District personnel file. Such review shall take place under the supervision of the designated Administrator concerned. Reproduction of the nonconfidential materials will be made only by District 24C. A nominal fee will be charged for the service.
- B. No derogatory material to an employee's conduct, service, character, or personality shall be placed in the files unless the employee receives a copy of said material and notification that said material is being placed in the file. Confidential references and transcripts are excepted from this requirement. An employee shall have the right to answer such derogatory material within thirty (30) days in writing and the answer shall be attached to the corresponding file material. The employee's reply must be specifically related to the particular derogatory material questioned.
- C. Each employee shall have the right to insert material relevant to the employee's service in the district.

3.13 Use of School Facility

The Union shall be granted the right to use the school facilities for Union Teacher membership meetings. Meetings shall be held during non-school hours, and written notice of meetings shall be given to the Superintendent at least 24 hours prior to the meeting.

Use of the school building shall not interfere with or interrupt normal school operations or other uses previously committed. When custodial services are required by the Superintendent, the Board may make a reasonable charge to the Union for such service.

Such use as above shall not be granted to the Union during such time as the Union has declared a strike.

3.14 Tutoring

Teachers and Teacher Aides shall not render tutorial services for students enrolled in classes of the school district for pay unless it is part of an approved educational program.

Facilities, equipment or materials of the school district shall not be used for tutoring pupils or other purposes not a part of the regular program of the school district unless with the approval of the Board of Education and/or Superintendent.

Teachers and teacher aides shall make arrangements with students who need help to provide such before and after school and during planning periods.

3.15 Teachers' Meetings

There will be one mandatory faculty meeting per month, barring an emergency. During these meetings, teachers will attend staff meetings, triad meetings, and/or collaborate with teachers from other districts. These meetings will take place after an 11:30 dismissal. Teachers will not be asked to stay later than 3:15, with the exception of the articulation days with other Morris schools, where they will stay until

3:45. Teacher aides may be excused from faculty meetings by the Superintendent. Teachers shall be furnished a general outline at least 24 hours in advance.

3.16 Notice of Available Teaching Positions

The Administration shall conspicuously post a notice of any teaching position available with the District within a reasonable time after the Board has determined the availability of such position. Consideration for all open positions will be given to present staff members prior to seeking teachers from outside the district.

3.17 Professional Attire

District personnel are expected to use good judgment and to be groomed in accordance with generally accepted professional standards for their particular positions and duties. In the interest of establishing a professional image for our employees, promoting good grooming among students, ensuring an environment conducive to learning and promoting a working environment that is free from unnecessary disruption, the following guidelines shall apply to the manner of dress and grooming for all District personnel:

- A. Employees are prohibited from dressing in a manner which is inimical to, or constitutes a threat to, the health, safety, or welfare of students or employees.
- B. No employee is permitted to dress in a manner inconsistent with his/her job duties. A manner of dress of item thereof is only permissible to the extent that it would not distract students or disrupt the educational process. Visible body piercing (this does not apply to wearing of earrings), including the wearing of nose rings, eyebrow rings, and rings in the lips are prohibited.
- C. When teachers are attending outside functions representing the School, jeans should not be worn, unless it is an event where jeans are commonly worn.
- D. Condition of clothing; no frayed items and no holes.
- E. Clothing and jewelry shall be free of writing, pictures, or any other insignia which are crude, vulgar, obscene, profane, sexually suggestive, or advocate prejudice against any group/individual, or advocate the use of drugs or alcohol.
- F. Clothes shall fit appropriately and conceal undergarments at all times. Fishnet fabrics, halter tops, off-the-shoulder or bare midriffs, and skirts or shorts shorter than mid-thigh are prohibited.
- G. Hats and caps shall not be worn indoors.

3.18 Professional Development

The parties agree that effective professional development consists of a variety of activities aligned with the goals of the district, and that at times it will be necessary for teachers to attend workshops and seminars in a reasonable amount throughout the year. The District will be responsible for the payment of costs for any District-initiated activities. Teachers may submit requests for approval of other workshops and seminars, the costs of which may be approved at the discretion of the administration/board.

ARTICLE IV
LEAVES OF ABSENCE

4.1 Sick Leave

The above accumulates to the lesser of three hundred forty (340) days or the maximum number of days allowed by TRS/IMRF to be applied towards an enhanced retirement benefit. An employee accumulates sick leave according to the percentage of time worked (if the employee works a half-time position, then that employee will only accumulate half of the possible sick time for that year). For instance, one sick day for a person who works only four hours per day shall be four hours in length. Likewise, a person working a full day, but only working three days per week, (3/5ths time) shall only be entitled to 3/5ths of the number of sick days which a full-time daily employee would receive.

Pregnancy is classified and treated the same as any other illness or disability.

The Board of Education shall grant their full-time teachers and aides sick leave provisions in the amount of ten (10) days of full pay in each school year. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. For the purpose of this provision, immediate family shall include parents, spouse, civil union partner, brothers, sisters, children, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles and legal guardians.

The Board of Education may require a physician's certificate 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.

Family Medical Leave Act (FMLA): The Board of Education will apply the law as it currently exists or as it is amended in the future.

4.2 Flex Time

In an effort to reduce teacher absences from the classroom, teachers will be allowed to utilize flex time in increments of sixty (60) minutes or less to tend to health-related matters. Any amount of time over sixty (60) minutes will result in the teacher being charged with a half-day of sick leave. Flex time may be utilized during the following times:

- A. Before 8:55
- B. After 2:15
- C. One (1) hour before or after lunch

Teachers are responsible for arranging classroom coverage if needed and obtaining administrative approval from the Principal. Classroom coverage should come from someone on the teacher's triad team if at all possible. Flex time used during the student attendance day will be recorded in fifteen (15) minute increments up to one (1) hour. In the event such recorded time reaches three and a half (3.5) hours during one school year, a half-day of sick leave will be charged to the teacher. If the recorded time does not meet three and a half (3.5) hours, the teacher will not be charged any sick leave time. Flex time will be recorded on the Flex Absence Request Form.

Flex time shall not be allowed for a day immediately before or after a holiday or scheduled vacation, nor during the first four and last four student attendance days and Teacher Institute Days. In the event of an

emergency, the Superintendent may waive the above conditions. It shall be the sole discretion of the Superintendent to determine if an emergency exists.

4.3 Personal Leave

Each employee shall be granted five (5) personal days per year for personal business or emergency without loss of pay or deduction of sick leave, subject to the conditions set forth below:

- A. A written request shall be submitted to the Superintendent at least three (3) school days prior to the date requested. It shall not be necessary for the employee to include the reason for taking such leave when making the request if consistent with the notice provision contained in this section.
- B. Personal leave shall not be allowed for a day immediately before or after a holiday or scheduled vacation, except under the following circumstances. The Employee shall provide ten (10) working days written notification to the Superintendent of his/her intent to make use of this section. Even so, the Employee shall not be allowed to take said day, pursuant to this Section, unless the Head Teacher is able to locate a substitute Employee to work in place of the absent Employee on the day requested. The District shall use reasonable efforts in attempting to locate a substitute Employee.
- C. No more than two (2) employees per building may use personal leave on a given day.
- D. In the event of an employee emergency, the Superintendent may waive the above conditions. It shall be up to the Superintendent to determine if an emergency exists.
- E. Unused personal leave days shall be accumulated as sick leave days.

4.4 Bereavement Leave

In the event of the death of a member of an employee's family (family being those for whom the employee is allowed to take sick leave pursuant to Section 4.1 of this Agreement), such employee shall be entitled to a maximum of three (3) days of absence per year without loss of pay and without loss of personal or sick leave. If the bereavement leave extends beyond the maximum allowable, the employee shall be allowed to use sick days, with the prior permission of the Superintendent.

4.5 Jury Duty

Payment in full by the Board shall be made to an employee on jury duty provided such employee refunds to the Board the amount received as payment for such service, assuming that pay for duty is less than the employee's regular pay. Daily rates received for such duties shall be reimbursed to the Board only for those working days when the employee was absent and do not include any compensation received for food or travel.

4.6 Child Care Leave

The Board of Education shall provide any full-time teacher or aide an unpaid child care leave. A written plan shall be submitted to any Superintendent at least (40) calendar days prior to the effective date of the leave. The Superintendent shall present the plan to the Board at their next available board meeting. The plan shall indicate the last expected working day of the employee and expected date of return to service.

An employee on child care leave maintains all rights, benefits, and privileges upon returning from the leave. Notwithstanding the above, the employee will not accumulate seniority during the leave. Upon completion of the child care leave, the Board will consider, but does not guarantee, that the employee will resume the assignment performed by her prior to the commencement of the leave. All provisions contained in this section shall apply for the legal adoption of a child six (6) years or younger.

ARTICLE V PAY

5.1 Payroll Distribution

Payroll checks shall be regularly issued on or before the 15th and 30th day of each month. During the summer period, checks stubs shall be mailed to the designated address of the employee. It shall be the responsibility of the employee to keep the Superintendent's office informed of his/her current address.

5.2 Extracurricular and Extra Duty Pay

Extracurricular and extra duty pay shall be compensated as set forth in the schedule attached hereto as Appendix B. If the activity is seasonal it shall be paid in the next paycheck following the completion of said activity. If the activity is all year, it shall be prorated on each paycheck.

Ordinarily, all co-curricular activities shall be offered to employees covered by this Agreement prior to seeking persons from outside the school for sponsors. In the event that a non-staff member is currently an active sponsor, that person shall maintain that position unless it is determined by the board that a change in sponsorship is needed.

5.3 Seniority

Definition. Seniority, as contemplated in this Agreement, shall be defined as the length of service within a category of position in a specific bargaining unit in the District as an employee. For the purposes of this Agreement, all Bargaining Unit Members shall be placed in one of the following classifications based on their current assignments:

- A. Special Education Aides
- B. TMH Aides
- C. Media Aides
- D. Teacher Aides
- E. Reading Aides
- F. Speech Language Aides
- G. Teachers

Further, the parties acknowledge that certain aide positions are currently filled by employees of the Regional Cooperative. The employees of the Cooperative shall not be considered covered by the terms of this Collective Bargaining Agreement.

Accumulation of seniority shall begin from the employee's first working day of their current duration of employment. Employees must work at least ninety (90) days in the District in a given school year to accrue seniority for that year. In the event that more than one employee has the same starting date of

work, position on the seniority list shall be determined by the first date of signing the employment contract. If the first date is the same, a flip of a coin will determine placement. Employees on layoff shall not continue to accrue seniority during the period of such layoff. However, upon recall, an employee shall regain all seniority, sick leave, and salary step rights that he/she had at the time of layoff.

5.4 Salary Provisions

1. The salary schedule(s) as negotiated between the Board and Union can be found in the Appendix A of this Agreement.
2. Salaries and benefits paid to instructional staff members or aides working less than a full scheduled day shall be based on the percent of time scheduled in comparison to a full-time instructional staff member or aide. This percentage will then be multiplied times current salary schedule and benefits.

5.5 Retirement Incentive

A. Eligibility

1. The teacher is at least fifty-four (54) and turning fifty-five (55) within six (6) months of his/her last day of service.
2. The teacher has twenty (20) or more years of full-time service with this district prior to the date of retirement.
3. The teacher retires at the end of the applicable school year.
4. The teacher notifies the Superintendent or his/her designee in writing of his/her irrevocable resignation no later than the opening day of school in the fourth year preceding the teacher's retirement.

B. Payment of Salary

1. An eligible teacher's TRS creditable earnings in the four years prior to retirement (but after giving notice) shall be no more than six percent (6%) higher than the teacher's creditable earnings in the prior year. Such increase shall be in lieu of the creditable earnings increase otherwise applicable to the impacted employee pursuant to the Collective Bargaining Agreement.
2. Once an employee submits an irrevocable notice of retirement, that employee shall be removed from the salary schedules of this Agreement. Once the employee submits an irrevocable notice of retirement, in no case will the employee's TRS creditable earnings increase exceed six percent (6%) of the previous year. Any supplemental duties that are included in the creditable earnings in the year prior to giving notice shall be continued during the remaining years prior to retirement, or the fixed creditable earnings shall be reduced accordingly. Even if another provision of this Collective Bargaining Agreement would otherwise provide, in the event of teacher's TRS creditable earnings would increase by more than six percent (6%), or any such amount that would trigger a District-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

3. The purpose of this section is to avoid in all circumstances any payment by the District of a Board-paid penalty or fee to TRS, or any Board or District liability to fund any portion of the teacher's TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five (5) years of the end of the school year in which the compensation is earned.
4. If the sum or percentage amount triggers any obligation for the District or Board to pay additional amounts to cover all or part of the teacher's retirement annuity or cover any Board or District paid penalty or fee to TRS, then the maximum of the teacher's creditable TRS earnings from employment in this School District shall decrease so as to avoid any Board or District-paid penalty or fee.

C. Miscellaneous

1. Nothing herein prohibits the Board (with the approval of the Union) from enhancing a teacher's retirement benefits in order to save the District money and improve the teacher's retirement benefits.
2. If the state or federal government or any other governmental agency enacts, offers or mandates any other early retirement plan or statute, employees may not access or elect to receive benefits under this Agreement in combination with any other such statutory or contractual retirement plan.

D. Savings Provision

In the event the State of Illinois enacts legislation which increases the financial liability of the District above and beyond that which it currently would have under existing law, and such legislation as applied would affect the District's obligation in connection with any teacher retiring under this Agreement, then the parties agree that the Board shall only be obligated to make payments under this Section 5.5 to the extent that the District does not incur increased liability to the teacher, the Teacher Retirement System, or any other entity.

ARTICLE VI GRIEVANCE PROCEDURE

6.1 General

1. Grievance Definition - A grievance shall mean a complaint that contends:
 - 1.1 That there has been an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement.
 - 1.2 Any grievance must be filed within a twenty (20) working days of when the grievant knew or should have known of the alleged violation.

2. The Union Executive Board has the right to withdraw from any grievance.
3. Any Teacher or Teacher Aide who is formally reprimanded, disciplined or discharged shall have the right of grievance.
4. The attorney for either party shall be permitted to be present at the various steps of the grievance and arbitration procedures provided that notification of this is given to the other party twenty-four (24) hours in advance.

6.2 Procedure

Step One – The aggrieved employee or Union shall notify the Superintendent or his/her official designee in writing of the grievance within twenty (20) working days of when a grievant knew or should have known of the alleged violation. The Superintendent shall arrange for a meeting within ten (10) working days between the Superintendent or his/her designee, and the aggrieved. A decision shall be submitted to the aggrieved in writing by the Superintendent or submitted to the aggrieved in writing by the Superintendent or his/her designee within ten (10) working days after this meeting.

Step Two – If the grievance is not resolved at Step One, the employee or Union shall notify the Board or its official designee in writing of the grievance and arrange for a meeting to be held at the next regularly scheduled Board Meeting. Following that meeting, a decision shall be submitted to the aggrieved in writing by the Board President or his/her designee within ten (10) working days.

Step Three – If the grievance is not resolved at Step Two, the Union may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within twenty (20) days of the date for the Step Two decision, the grievance shall be deemed withdrawn.

The parties shall jointly request the Federal Mediation and Conciliation Service to submit to them a list of five (5) arbitrator's names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From the final list, the parties shall alternately strike one name, with the party initiating arbitration striking first and alternately thereafter in future selections until only one name remains. That individual shall serve as the arbitrator. The arbitrator so selected shall be jointly notified of his/her selection and requested to contact the parties with respect to scheduling the hearing. If the individual selected cannot serve, the parties shall request another list and repeat the striking process to determine another arbitrator to serve. Failure of a party to act with regard to striking in turn within thirty (30) days shall constitute a waiver of the right to select an arbitrator. In such a case, the other party shall select an arbitrator from the list and arbitration shall proceed.

A complaint shall first be discussed with the complainant and the person(s) against whom the complaint is registered and a designee if desired, with the object of resolving the matter informally. The Union grievance committee representative may attend the meeting if desired by the complainant. Both parties shall initial a statement that this meeting was held.

The arbitrator's opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority will be strictly limited to deciding only the issue(s) presented in writing by the Board and the Union, and the arbitrator's decision must be based solely upon interpretation of the meaning or application of the express relevant language of this Agreement.

The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement, will be accepted as final.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

6.3 Disclosure

Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

6.4 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent, but if withdrawn shall not be reinstated during the term of this Agreement.

Nothing in the grievance procedure shall limit the rights or representations of the grievant in the proceedings.

6.5 General Provisions

- A. If it becomes necessary for an employee to testify at a grievance hearing during work hours, the employee shall be excused with pay for the purpose as long as the cost of any substitute is provided to the Board.
- B. If a grievance arises from the action of an authority higher than the Superintendent of the school, the Union may present such a grievance at the appropriate steps of the grievance procedure.
- C. Any party to a grievance shall have copies of all testimony and all material submitted by other parties concerned in the grievance, upon request.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
- E. The Board will attempt to arrange conferences held under this procedure to be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- F. All time limits may be extended by mutual agreement between the parties.

ARTICLE VII
TECHNICAL CLAUSES

7.1 No Strike

Neither the Union nor any officers, or employees will engage in, any strike, sympathy strike, secondary boycott, or residential picketing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Board. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

7.2 External Law

- A. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, said article, section or clause as the case may be, shall be automatically renegotiated, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement.
- B. If there is any conflict between the provisions of this Agreement and any legal obligation or affirmative action requirements imposed on the Board by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

7.3 Negotiation Procedures

Negotiations regarding extension or renewal of this Agreement shall begin on a date upon which the Board and the Union agree, in the year in which the Agreement expires, unless otherwise agreed in writing by the parties. (This provision shall have no application to negotiations which the parties may or may not engage in, as applicable, as it relates to Reduction in Force).

7.4 Complete Understanding

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, as it relates to the express language contained in this Agreement or negotiated during the bargaining process.

7.5 Tort Immunity Act Language

All members of the school staff are members of the school's Risk Management Team and have a responsibility to help prevent accidents and damage to school property. Injuries to people and damage to property can be minimized if all members of the school would take time, while here at school to report any of the following:

1. Any defects or deficiencies in machines, i.e., computers, iPads, laptops, smartboards, copiers, telephones, etc.
2. The existence of any potholes in the parking lots or in the asphalt walkways;
3. Any problems with stairs, carpeting, and tiles;
4. Any ice or debris on walk area;
5. Any unsafe or broken chairs or furniture;

- 6. Any damage to safety signs or devices; and
- 7. Any activities by students, staff, or faculty, which might cause damage.

Please report any problems to the Superintendent.

7.6 Ratification of Agreement

This document will not be considered binding until such time as the Union has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by formal Board action at a public Board meeting.

7.7 Duration of Contract

This contract is effective as of July 1, 2020 and terminated June 30, 2024.

7.8 Execution

In Witness whereof, the parties have executed this Agreement by their duly authorized representatives.

Dated this _____ day of _____, 2020.

Nettle Creek Community Consolidated
School District #24C

Nettle Creek Council American
Federation of Teachers
Local 604

ATTESTED:

Secretary

Secretary

APPENDIX A
COMPENSATION

Teachers' Salary Schedules

2020-2021

STEP	BA	BA+8	BA+16	BA+24	MA	MA+12	MA+24	MA+36
1	42,729	43,415	44,100	44,785	45,813	46,841	47,868	48,896
2	43,300	43,986	44,671	45,356	46,384	47,412	48,439	49,467
3	43,871	44,557	45,242	45,927	46,955	47,983	49,010	50,038
4	44,442	45,128	45,813	46,498	47,526	48,554	49,581	50,609
5	45,013	45,699	46,384	47,069	48,097	49,125	50,152	51,180
6	45,584	46,270	46,955	47,640	48,668	49,696	50,723	51,751
7	46,155	46,841	47,526	48,211	49,239	50,267	51,294	52,322
8	46,726	47,412	48,097	48,782	49,810	50,837	51,865	52,893
9	47,297	47,983	48,668	49,353	50,381	51,408	52,436	53,464
10	47,868	48,554	49,239	49,924	50,952	51,979	53,007	54,035
11	48,439	49,125	49,810	50,495	51,523	52,550	53,578	54,606
12	49,010	49,696	50,381	51,066	52,094	53,121	54,149	55,177
13	49,581	50,267	50,952	51,637	52,665	53,692	54,720	55,748
14	50,152	50,837	51,523	52,208	53,236	54,263	55,291	56,319
15	50,723	51,408	52,094	52,779	53,807	54,834	55,862	56,890
16	51,294	51,979	52,665	53,350	54,378	55,405	56,433	57,461
17	51,865	52,550	53,236	53,921	54,949	55,976	57,004	58,032
18	52,436	53,121	53,807	54,492	55,520	56,547	57,575	58,603
19	53,007	53,692	54,378	55,063	56,091	57,118	58,146	59,174
20	53,578	54,263	54,949	55,634	56,662	57,689	58,717	59,745
21	54,149	54,834	55,520	56,205	57,233	58,260	59,288	60,316
22	54,720	55,405	56,091	56,776	57,804	58,831	59,859	60,887
23	55,291	55,976	56,662	57,347	58,375	59,402	60,430	61,458
24	55,862	56,547	57,233	57,918	58,946	59,973	61,001	62,029
25	56,433	57,118	57,804	58,489	59,517	60,544	61,572	62,600
26	57,004	57,689	58,375	59,060	60,088	61,115	62,143	63,171
27	57,575	58,260	58,946	59,631	60,659	61,686	62,714	63,742
28	58,146	58,831	59,517	60,202	61,230	62,257	63,285	64,313
29	58,717	59,402	60,088	60,773	61,800	62,828	63,856	64,884
30	59,288	59,973	60,659	61,344	62,371	63,399	64,427	65,455
31	59,859	60,544	61,230	61,915	62,942	63,970	64,998	66,026

The salaries shown above do not include the District's TRS contributions.

APPENDIX A
COMPENSATION

Teachers' Salary Schedules

2021-2022

STEP	BA	BA+8	BA+16	BA+24	MA	MA+12	MA+24	MA+36
1	44,439	45,151	45,864	46,576	47,645	48,714	49,783	50,852
2	45,032	45,745	46,458	47,170	48,239	49,308	50,377	51,446
3	45,626	46,339	47,051	47,764	48,833	49,902	50,971	52,040
4	46,220	46,933	47,645	48,358	49,427	50,496	51,565	52,633
5	46,814	47,527	48,239	48,952	50,021	51,090	52,158	53,227
6	47,408	48,120	48,833	49,546	50,614	51,683	52,752	53,821
7	48,002	48,714	49,427	50,139	51,208	52,277	53,346	54,415
8	48,595	49,308	50,021	50,733	51,802	52,871	53,940	55,009
9	49,189	49,902	50,614	51,327	52,396	53,465	54,534	55,603
10	49,783	50,496	51,208	51,921	52,990	54,059	55,128	56,196
11	50,377	51,090	51,802	52,515	53,584	54,652	55,721	56,790
12	50,971	51,683	52,396	53,109	54,177	55,246	56,315	57,384
13	51,565	52,277	52,990	53,702	54,771	55,840	56,909	57,978
14	52,158	52,871	53,584	54,296	55,365	56,434	57,503	58,572
15	52,752	53,465	54,177	54,890	55,959	57,028	58,097	59,166
16	53,346	54,059	54,771	55,484	56,553	57,622	58,691	59,759
17	53,940	54,652	55,365	56,078	57,147	58,215	59,284	60,353
18	54,534	55,246	55,959	56,672	57,740	58,809	59,878	60,947
19	55,128	55,840	56,553	57,265	58,334	59,403	60,472	61,541
20	55,721	56,434	57,147	57,859	58,928	59,997	61,066	62,135
21	56,315	57,028	57,740	58,453	59,522	60,591	61,660	62,729
22	56,909	57,622	58,334	59,047	60,116	61,185	62,254	63,322
23	57,503	58,215	58,928	59,641	60,710	61,778	62,847	63,916
24	58,097	58,809	59,522	60,234	61,303	62,372	63,441	64,510
25	58,691	59,403	60,116	60,828	61,897	62,966	64,035	65,104
26	59,284	59,997	60,710	61,422	62,491	63,560	64,629	65,698
27	59,878	60,591	61,303	62,016	63,085	64,154	65,223	66,292
28	60,472	61,185	61,897	62,610	63,679	64,748	65,816	66,885
29	61,066	61,778	62,491	63,204	64,273	65,341	66,410	67,479
30	61,660	62,372	63,085	63,797	64,866	65,935	67,004	68,073
31	62,254	62,966	63,679	64,391	65,460	66,529	67,598	68,667

The salaries shown above do not include the District's TRS contributions.

APPENDIX A
COMPENSATION

Teachers' Salary Schedules

2022-2023

STEP	BA	BA+8	BA+16	BA+24	MA	MA+12	MA+24	MA+36
1	46,216	46,957	47,698	48,439	49,551	50,663	51,774	52,886
2	46,834	47,575	48,316	49,057	50,169	51,280	52,392	53,504
3	47,451	48,192	48,934	49,675	50,786	51,898	53,010	54,121
4	48,069	48,810	49,551	50,292	51,404	52,516	53,627	54,739
5	48,686	49,428	50,169	50,910	52,021	53,133	54,245	55,356
6	49,304	50,045	50,786	51,527	52,639	53,751	54,862	55,974
7	49,922	50,663	51,404	52,145	53,257	54,368	55,480	56,592
8	50,539	51,280	52,021	52,763	53,874	54,986	56,097	57,209
9	51,157	51,898	52,639	53,380	54,492	55,603	56,715	57,827
10	51,774	52,516	53,257	53,998	55,109	56,221	57,333	58,444
11	52,392	53,133	53,874	54,615	55,727	56,839	57,950	59,062
12	53,010	53,751	54,492	55,233	56,345	57,456	58,568	59,679
13	53,627	54,368	55,109	55,850	56,962	58,074	59,185	60,297
14	54,245	54,986	55,727	56,468	57,580	58,691	59,803	60,915
15	54,862	55,603	56,345	57,086	58,197	59,309	60,421	61,532
16	55,480	56,221	56,962	57,703	58,815	59,926	61,038	62,150
17	56,097	56,839	57,580	58,321	59,432	60,544	61,656	62,767
18	56,715	57,456	58,197	58,938	60,050	61,162	62,273	63,385
19	57,333	58,074	58,815	59,556	60,668	61,779	62,891	64,003
20	57,950	58,691	59,432	60,174	61,285	62,397	63,508	64,620
21	58,568	59,309	60,050	60,791	61,903	63,014	64,126	65,238
22	59,185	59,926	60,668	61,409	62,520	63,632	64,744	65,855
23	59,803	60,544	61,285	62,026	63,138	64,250	65,361	66,473
24	60,421	61,162	61,903	62,644	63,756	64,867	65,979	67,090
25	61,038	61,779	62,520	63,261	64,373	65,485	66,596	67,708
26	61,656	62,397	63,138	63,879	64,991	66,102	67,214	68,326
27	62,273	63,014	63,756	64,497	65,608	66,720	67,832	68,943
28	62,891	63,632	64,373	65,114	66,226	67,337	68,449	69,561
29	63,508	64,250	64,991	65,732	66,843	67,955	69,067	70,178
30	64,126	64,867	65,608	66,349	67,461	68,573	69,684	70,796
31	64,744	65,485	66,226	66,967	68,079	69,190	70,302	71,414

The salaries shown above do not include the District's TRS contributions.

APPENDIX A
COMPENSATION

Teachers' Salary Schedules

2023-2024

STEP	BA	BA+8	BA+16	BA+24	MA	MA+12	MA+24	MA+36
1	47,834	48,601	49,368	50,135	51,285	52,436	53,587	54,737
2	48,473	49,240	50,007	50,774	51,925	53,075	54,226	55,376
3	49,112	49,879	50,646	51,413	52,564	53,714	54,865	56,015
4	49,751	50,518	51,285	52,052	53,203	54,354	55,504	56,655
5	50,391	51,158	51,925	52,692	53,842	54,993	56,143	57,294
6	51,030	51,797	52,564	53,331	54,481	55,632	56,783	57,933
7	51,669	52,436	53,203	53,970	55,121	56,271	57,422	58,572
8	52,308	53,075	53,842	54,609	55,760	56,910	58,061	59,211
9	52,947	53,714	54,481	55,248	56,399	57,550	58,700	59,851
10	53,587	54,354	55,121	55,888	57,038	58,189	59,339	60,490
11	54,226	54,993	55,760	56,527	57,677	58,828	59,978	61,129
12	54,865	55,632	56,399	57,166	58,317	59,467	60,618	61,768
13	55,504	56,271	57,038	57,805	58,956	60,106	61,257	62,407
14	56,143	56,910	57,677	58,444	59,595	60,746	61,896	63,047
15	56,783	57,550	58,317	59,084	60,234	61,385	62,535	63,686
16	57,422	58,189	58,956	59,723	60,873	62,024	63,174	64,325
17	58,061	58,828	59,595	60,362	61,513	62,663	63,814	64,964
18	58,700	59,467	60,234	61,001	62,152	63,302	64,453	65,603
19	59,339	60,106	60,873	61,640	62,791	63,942	65,092	66,243
20	59,978	60,746	61,513	62,280	63,430	64,581	65,731	66,882
21	60,618	61,385	62,152	62,919	64,069	65,220	66,370	67,521
22	61,257	62,024	62,791	63,558	64,709	65,859	67,010	68,160
23	61,896	62,663	63,430	64,197	65,348	66,498	67,649	68,799
24	62,535	63,302	64,069	64,836	65,987	67,138	68,288	69,439
25	63,174	63,942	64,709	65,476	66,626	67,777	68,927	70,078
26	63,814	64,581	65,348	66,115	67,265	68,416	69,566	70,717
27	64,453	65,220	65,987	66,754	67,905	69,055	70,206	71,356
28	65,092	65,859	66,626	67,393	68,544	69,694	70,845	71,995
29	65,731	66,498	67,265	68,032	69,183	70,333	71,484	72,635
30	66,370	67,138	67,905	68,672	69,822	70,973	72,123	73,274
31	67,010	67,777	68,544	69,311	70,461	71,612	72,762	73,913

The salaries shown above do not include the District's TRS contributions.

APPENDIX A

(continued)

In addition to the other payments made by the District either to, or on behalf of all applicable employees under this agreement, the District agrees to pay 9.0% (factor = 1.098901) of the teacher's creditable earnings to the Teacher's Retirement System (TRS). In addition to the other payments made by the District either to, or on behalf of all applicable employees under this agreement, the District agrees to pay .92% of the teacher's creditable earnings to the THIS Fund contribution (THIS). Any additional payments due to TRS or THIS from the employee, above and beyond the percentage set forth above, shall be the responsibility of the employee.

To the extent, during the term of this contract, that the State of Illinois adopts legislation which reduces the financial liability of the employee, to TRS or THIS, the District shall not be required to pay more than the total due to TRS or THIS on behalf of the employee.

Non Certified Aides

The pay for non-certified Aides shall be \$12.00 per hour for the 2021-2022 school year. Beginning in January of 2023, the pay will increase to \$13.00 per hour. Beginning in January of 2024, the pay will increase to \$14.00 per hour.

APPENDIX B

EXTRA-CURRICULAR

Position	2020-21	2021-24
Head Teacher	1,345	1,500
Grade 7/8 Sponsor (3)	416	300
Scholastic Bowl	1,345	1,500
Track Coach	2,691	3,000
Cheerleading	2,691	3,000
Girls Volleyball	2,691	3,000
Boys Volleyball	2,691	3,000
Girls Basketball	2,691	3,000
Boys Basketball	2,691	3,000
Yearbook	431	500
Book Fair	431	500
Athletic Director	3,327	3,500
Computer Tech (Website)	1,049	1,100
Speech	965	1,500
Masters	-----	750
Extra Work (per hr)	27.72	28.83