### 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, 2024 THROUGH June 30, 2028

# ARTICLE I INTRODUCTION

#### 1.1 Agreement

This Agreement is entered into this 17th day of June, 2024, 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 <u>Management Rights</u>

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 employees' 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 <u>Initial Employment</u>

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 in accordance with the Salary Schedules in Appendix A, a 4.5% increase per each year covered by this agreement.

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 15<sup>th</sup> for the Fall Semester and January 15<sup>th</sup> for the Spring Semester.

### 3.4 Tuition Reimbursement

Full-time teachers shall be reimbursed by the Board up to \$300 for each credit hour 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.

If the teacher voluntarily terminates their employment before completing three (3) years of service following a school year in which the teacher receives a master's degree, the teacher agrees to repay the tuition reimbursement received towards that degree, on a pro-rated schedule as follows:

- If the teacher leaves within the first year of service of achieving a master's degree, 100% of the reimbursed amount must be repaid.
- If the teacher leaves within the second year of service of achieving a master's degree, 66% of the reimbursed amount must be repaid.
- If the teacher leaves within the third year of service of achieving a master's degree, 33% of the reimbursed amount must be repaid.
- After the completion of three (3) years following achievement of a master's degree, the teacher shall have no repayment obligation.

# 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

<u>Section 1</u>. 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.

<u>Section 2</u>. 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.

### 1.18 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, nephews, nieces, step relationships of those previously defined, or any person who is wholly dependent upon the employee, 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 a substitute Employee to work in place of the absent Employee on the day requested is located. The District shall use reasonable efforts in attempting to locate a substitute Employee.
- C. Personal days cannot be taken on an early release day, parent meetings and conferences days, open house days, staff meetings, Holiday Programs (for K-5 teachers), and graduation (for 6-8 teachers)
- D. No more than two (2) employees per building may use personal leave on a given day.
- E. In the event of an employee emergency or other extenuating circumstance, the Superintendent may waive the above conditions solely at his/her discretion. Each situation is judged on its own merits and does not set precedent for future, similar situations.
- F. 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.

#### .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.

#### .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 15<sup>th</sup> and 30<sup>th</sup> 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 Extra Duty and Other Stipend Pay

Extra duty and Other Stipend 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. Optionally, the employee may elect to receive half the compensation in the paycheck following the halfway point of the season, and the rest after the completion of the activity. The employee is solely responsible for submitting such notice at minimum thirty (30) days prior to the paycheck following the halfway point of the season. Additionally, if an employee elects to receive half the compensation, but quits at any point after receipt of such compensation, the employee shall forfeit the remainder of payment. If the activity is all year, it shall be prorated on each paycheck. If an employee ceases to perform the duties of an all-year activity, that employee shall cease to be paid for such.

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

<u>Definition</u>. 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

- 5.6 The salary schedule(s) as negotiated between the Board and Union can be found in the Appendix A of this Agreement.
- 5.6 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.

5.6 The Board shall provide \$50,000 of Term Life Insurance for each Teacher.

# 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 entirely 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 <u>General Provisions</u>

- 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 during the term of this Agreement. 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, 2024, and terminated June 30, 2028.

#### 7.8 Execution

In Wit	ness whereof, the parties have executed the	is Agreen	nent by their duly authorized representative	E
Dated :	thisday of	_, 2024.		
	Nettle Creek Community Consolidated School District #24C	_	Nettle Creek Council American Federation of Teachers Local 604	
	ATTESTED:			
	Secretary		Secretary	

# COMPENSATION

# Teachers' Salary Schedules

# 2024-2025

STEP	BA	BA+8	BA+16	BA+24	MA	MA+12	MA+24	MA+36
1	49,987	50,788	51,590	52,391	53,593	54,796	55,998	57,200
2	50,654	51,456	52,257	53,059	54,262	55,463	56,666	57,868
3	51,322	52,124	52,925	53,727	54,929	56,131	57,334	58,536
4	51,990	52,791	53,593	54,394	55,597	56,800	58,002	59,204
5	52,659	53,460	54,262	55,063	56,265	57,468	58,669	59,872
6	53,326	54,128	54,929	55,731	56,933	58,135	59,338	60,540
7	53,994	54,796	55,597	56,399	57,601	58,803	60,006	61,208
8	54,662	55,463	- 56,265	57,066	58,269	59,471	60,674	61,875
. 9	55,330	56,131	56,933	57,734	58,937	60,140	61,342	62,544
10	55,998	56,800	57,601	58,403	59,605	60,808	62,009	63,212
11	56,666	57,468	58,269	59,071	60,272	61,475	62,677	63,880
12	57,334	58,135	58,937	59,738	60,941	62,143	63,346	64,548
13	58,002	58,803	59,605	60,406	61,609	62,811	64,014	65,215
14	58,669	59,471	60,272	61,074	62,277	63,480	64,681	65,884
15	59,338	60,140	60,941	61,743	62,945	64,147	65,349	66,552
16	60,006	60,808	61,609	62,411	63,612	64,815	66,017	67,220
17	60,674	61,475	62,277	63,078	64,281 <sup>,</sup>	65,483	66,686	67,887
18	61,342	62,143	62,945	63,746	64,949	66,151	67,353	68,555
19	62,009	62,811	63,612	64,414	65,617	66,819	68,021	69,224
20	62,677	63,480	64,281	65,083	66,284	67,487	68,689	69,892
21	63,346	64,147	64,949	65,750	66,952	68,155	69,357	70,559
22	64,014	64,815	65,617	66,418	67,621	68,823	70,025	71,227
23	64,681	65,483	66,284	67,086	68,289	69,490	70,693	71,895
24	65,349	66,151	66,952	67,754	68,956	70,159	71,361	72,564
25	66,017	66,819	67,621	68,422	69,624	70,827	72,029	73,232
26	66,686	67,487	68,289	69,090	70,292	71,495	72,696	73,899
27	67,353	68,155	68,956	69,758	70,961	72,162	73,365	74,567
28	68,021	68,823	69,624	70,426	71,628	72,830	74,033	75,235
29	68,689	69,490	70,292	71,093	72,296	73,498	74,701	75,904
30	69,357	70,159	70,961	71,762	72,964	74,167	75,369	76,571
31	70,025	70,827	71,628	72,430	73,632	74,835	76,036	77,239

# COMPENSATION

# Teachers' Salary Schedules

# 2025-2026

STEP	BA	BA+8	BA+16	BA+24	MA.	MA+12	MA+24	MA+36
1	52,236	53,074	53,911	54,749	56,005	57,261	58,518	59,774
2	52,934	53,771	54,609	55,446	56,703	57,959	59,216	60,472
3	53,632	54,469	55,307	- 56,144	57,401	58,657	59,914	61,170
4	54,329	55,167	56,005	56,842	58,099	59,356	60,612	61,869
5	55,028	55,866	56,703	57,541	58,797	60,054	61,310	62,566
6	55,726	56,564	57,401	58,239	59,495	60,752	62,008	63,264
7	56,424	57,261	58,099	58,937	60,194	61,449	62,706	63,962
8	57,122	57,959	58,797	59,634	60,891	62,147	63,404	64,660
9	57,819	58,657	59,495	60,332	61,589	62,846	64,102	65,359
10	58,518	59,356	60,194	61,031	62,287	63,544	64,800	66,057
11	59,216	60,054	60,891	61,729	62,985	64,242	65,497	66,754
12	59,914	60,752	61,589	62,427	63,684	64,939	66,196	67,452
13	60,612	61,449	62,287	63,125	64,381	65,637	66,894	68,150
14	61,310	62,147	62,985	63,822	65,079	66,336	67,592	68,849
15	62,008	62,846	63,684	64,521	65,777	67,034	68,290	69,547
16	62,706	63,544	64,381	65,219	66,475	67,732	68,988	70,245
17	63,404	64,242	65,079	65,917	67,174	68,430	69,686	70,942
18	64,102	64,939	65,777	66,615	67,872	69,127	70,384	71,640
19	64,800	65,637	66,475	67,312	68,569	69,826	71,082	72,339
20	65,497	66,336	67,174	68,011	69,267	70,524	71,780	73,037
21	66,196	67,034	67,872	68,709	69,965	71,222	72,478	73,735
22	66,894	. 67,732	68,569	69,407	70,664	71,920	73,177	74,432
23	67,592	68,430	69,267	70,105	71,362	72,617	73,874	75,130
24	68,290	69,127	69,965	70,803	72,059	73,316	74,572 -	75,829
25	68,988	69,826	70,664	71,501	72,757	74,014	75,270	76,527
26	69,686	70,524	71,362	72,199	73,455	74,712	75,968	77,225
27	70,384	71,222	72,059	72,897	74,154	75,410	76,667	77,923
28	71,082	71,920	72,757	73,595	74,852	76,108	77,365	78,620
29	71,780	72,617	73,455	74,293	75,550	76,805	78,062	79,319
30	72,478	73,316	74,154	74,992	76,247	77,504	78,760	80,017
31	73,177	74,014	74,852	75,689	76,945	78,202	79,458	80,715

# COMPENSATION

# Teachers' Salary Schedules

# 2026-2027

STEP	BA	BA+8	BA+16	BA+24	MA	MA+12	MA+24	MA+36
1	54,587	55,462	56,337	57,212	58,525	59,838	61,152	62,464
2	55,316	56,191	57,066	57,942	59,255	60,567	61,881	63,193
3	56,045	56,920	57,795	58,671	59,984	61,297	62,610	63,922
4	56,774	57,649	58,525	59,400	60,713	62,027	63,339	64,653
5	57,505	58,380	59,255	60,130	61,443	62,756	64,068	65,382
6	58,234	59,109	59,984	60,860	62,172	63,485	64,799	66,111
7	58,963	59,838	60,713	61,589	62,902	64,215	65,528	66,840
8	59,692	60,567	61,443	62,318	63,631	64,944	66,257	67,570
9	60,421	61,297	62,172	63,047	64,361	65,674	66,986	68,300
10	61,152	62,027	62,902	63,777	65,090	66,403	67,716	69,029
11	61,881	62,756	63,631	64,507	65,819	67,133	68,445	69,758
12	62,610	63,485	64,361	65,236	66,549	67,862	69,175	70,488
13	63,339	64,215	65,090	65,965	67,279	68,591	69,904	71,217
14	64,068	64,944	65,819	66,694	68,008	69,321	70,634	71,947
15	64,799	65,674	66,549	67,425	68,737	70,050	71,363	72,676
16	65,528	66,403	67,279	68,154	69,466	70,780	72,092	73,406
17	66,257	67,133	68,008	68,883	70,197	71,509	72,822	74,135
18	66,986	67,862	68,737	69,612	70,926	72,238	73,552	74,864
19	67,716	68,591	69,466	70,341	71,655	72,968	74,281	75,594
20	68,445	69,321	70,197	71,072	72,384	73,698	75,010	76,323
21	69,175	70,050	70,926	71,801	73,113	74,427	75,739	77,053
22	69,904	70,780	71,655	72,530	73,844	75,156	76,470	77,782
23	70,634	71,509	72,384	73,259	74,573	75,885	77,199	78,511
24	71,363	72,238	73,113	73,989	75,302	76,616	77,928	79,241
25	72,092	72,968	73,844	74,719	76,031	77,345	78,657	79,971
26	72,822	73,698	74,573	75,448	76,761	78,074	79,386	80,700
27	73,552	74,427	75,302	76,177	77,491	78,803	80,117	81,429
28	74,281	75,156	76,031	76,907	78,220	79,532	80,846	82,158
29	75,010	75,885	76,761	77,636	78,949	80,262	81,575	82,889
30	75,739	76,616	77,491	78,366	79,679	80,992	82,304	83,618
31	76,470	77,345	78,220	79,095	80,408	81,721	83,034	84,347

# COMPENSATION

# Teachers' Salary Schedules

# 2027-2028

STEP	BA	BA+8	BA+16	BA+24	MA	MA+12	MA+24	MA+36
1	57,043	57,958	58,872	59,787	61,158	62,531	63,903	65,275
2	57,805	58,720	59,634	60,549	61,922	63,293	64,666	66,037
3	58,567	59,482	60,396	61,311	62,684	64,055	65,428	66,799
4	59,329	60,244	61,158	62,073	63,446	64,818	66,190	67,562
5	60,092	61,007	61,922	62,836	64,208	65,580	66,952	68,324
6	60,854	61,769	62,684	63,598	64,970	66,342	67,715	69,086
7 .	61,616	62,531	63,446	64,360	65,733	67,104	68,477	69,848
8	62,378	63,293	64,208	65,122	66,495	67,866	69,239	70,610
9	63,140	64,055	64,970	65,884	67,257	68,629	70,001	71,373
10	63,903	64,818	65,733	66,647	68,019	69,391	70,763	72,135
11	64,666	65,580	66,495	67,409	68,781	70,153	71,525	72,897
12	65,428	66,342	67,257	68,172	69,544	70,916	72,288	73,659
13	66,190	67,104	68,019	68,934	70,306	71,678	73,050	74,422
14	66,952	67,866	68,781	69,696	71,068	72,441	73,812	75,185
15	67,715	68,629	69,544	70,459	71,830	73,203	74,574	75,947
16	68,477	-69,391	70,306	71,221	72,592	73,965	75,336	76,709
17	69,239	70,153	71,068	71,983	73,355	74,727	76,099	77,471
18	70,001	70,916	71,830	72,745	74,117	75,489	76,861	78,233
19	70,763	71,678	72,592	73,507	74,879	76,252	77,623	78,996
20	71,525	72,441	73,355	74,270	75,641	77,014	78,385	79,758
21	72,288	73,203	74,117	75,032	76,403	77,776	79,147	80,520
22	73,050	73,965	74,879	75,794	77,167	78,538	79,911	81,282
23	73,812	74,727	75,641	76,556	77,929	79,300	80,673	82,044
24	74,574	75,489	76,403	77,318	78,691	80,063	81,435	82,807
25	75,336	76,252	77,167	78,081	79,453	80,825	82,197	83,569
26	76,099	77,014	77,929	78,843	80,215	81,587	82,959	84,331
27	76,861	77,776	78,691	79,605	80,978	82,349	83,722	85,093
28	77,623	78,538	79,453	80,367	81,740	83,111	84,484	85,855
29	78,385	79,300	80,215	81,129	82,502	83,873	85,246	86,619
30	79,147	80,063	80,978	81,893	83,264	84,637	86,008	87,381
31	79,911	80,825	81,740	82,655	84,026	85,399	86,770	88,143

# 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 \$15.00 per hour for the 2024-2025 school year. Beginning in January of 2026, the pay will increase to \$16.00 per hour. Beginning in January of 2027, the pay will increase to \$17.00 per hour.

APPENDIX B
EXTRA DUTY AND OTHER STIPENDS

Position	2024-25	2025-26	2026-27	2027-28
Bus/Car Rider Duty (per hr)	29	30	31	32
Grade 7/8 Sponsor (3)	325	350	. 375	400
· Scholastic Bowl	1700	1800	1900	2000
Track Coach	3250	3350	3500	3650
Cheerleading	3250	3350	3500	3650
Girls Volleyball	3250	3350	3500	3650
Boys Volleyball	3250	3350	3500	3650
Girls Basketball	3250-	3350	3500	3650
Boys Basketball	3250	3350	3500	3650
Yearbook	750	800	850	900
T CHI DOOK	100	000		
K-3 Book Event	50 / event	50 / event	50 / event	50 / event
K-3 Book Event	50 / event	50 / event	50 / event	50 / event
K-3 Book Event Athletic Director	50 / event 4000	50 / event 4250 1800 750	50 / event 4500	50 / event 4750 2000 750
K-3 Book Event Athletic Director Speech	50 / event 4000 1700	50 / event 4250 1800	50 / event 4500 1900	50 / event 4750 2000
K-3 Book Event Athletic Director Speech Masters	50 / event 4000 1700	50 / event 4250 1800 750	50 / event 4500 1900	50 / event 4750 2000 750
K-3 Book Event Athletic Director Speech Masters Teacher Longevity Stipend	50 / event 4000 1700 750	50 / event 4250 1800 750	50 / event 4500 1900 750	50 / event 4750 2000 750
K-3 Book Event Athletic Director Speech Masters Teacher Longevity Stipend 5-9	50 / event 4000 1700 750	50 / event 4250 1800 750	50 / event 4500 1900 750 500	50 / event 4750 2000 750 500
K-3 Book Event Athletic Director Speech Masters Teacher Longevity Stipend 5-9 10-14	50 / event 4000 1700 750 500 750	50 / event 4250 1800 750 500 750	50 / event 4500 1900 750 500 750	50 / event 4750 2000 750 500 750
K-3 Book Event Athletic Director Speech Masters Teacher Longevity Stipend 5-9 10-14 15-19	50 / event 4000 1700 750 500 750 1000	50 / event 4250 1800 750 500 750 1000	50 / event 4500 1900 750 500 750 1000	50 / event 4750 2000 750 500 750 1000

Duties for above roles to be determined at the discretion of the district and agreed to by the union.