

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

AND

NOKOMIS EDUCATION ASSOCIATION, IEA-NEA

2015-2016

2016-2017

2017-2018

2018-2019

## INDEX

AAA Rules		13
Accumulated Sick Leave-- Notice		10
Assignment--Notice of	6	
Association Leave		5
Athletic Salary Schedule		19
Board Meetings--Association Right to Speak	5	
Board Meetings--Notice		5
Board Meetings--Press Releases		5
Bulletin Boards		5
Bypass to Arbitration		12
Class Grievance		12
Complete Understanding		14
Contract Distribution		6
Definitions		12
Disciplinary Appearance		8
Docking Formula		26
Dues Deduction		7
Duration		14
Duty-Free Lunch		9
Emergency Days		11
Evaluation Minimums		8
Evaluators		8
Extra-Duty Schedules		20
Filing of Materials		13
Formal Evaluation		8
Freedom of Information Act		5
Grievance - No Reprisals Clause		13
Grievance Withdrawal	13	
Health Insurance and Options	21	
Impasse		14
Individual Contracts		14
Informal Evaluations		8
In House Substitution		26
Leave of Absence Without Pay		11
Mailboxes		5
Minutes of Board Meetings		6

No Strike	14
No Written Response	13
Options to Negotiate	26
Part-time teachers	4
Passes	21
Payroll Installment	26
Personal Leave	10
Personnel File	8
Placement on Salary Schedule	26
Prep Time	27
Procedures	12
Recognition	4
Released Time	13
Response to Evaluation	8
Retirement Bonus Incentives	21-26
Right of Access	6
Salary Schedule – 2015-2016	15
Salary Schedule – 2016-2017	16
Salary Schedule – 2017-2018	17
Salary Schedule – 2018-2019	18
Savings Clause	14
Sick Leave	10
Step I	12
Step II	12
Step III	12
Successor Agreement	14
TRS - Retired Teacher Health Insurance	26
Teacher Retirement Shelter	20
Traveling Teachers--Lunch	9
Tuition Reimbursement	26-27
Use of Facilities	5
Vacancy Application	6
Vacancy Definition	6
Vacancy Notice	6
Vacancy Temporary Appointment	6
Work Day	9
Work Year	9

## ARTICLE I

### **A. Recognition**

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

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

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

## ARTICLE II

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

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

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

The President of the Association or his/her designee shall be given notice of all Special Board meetings. The NEA President or his/her designee shall be provided with a complete and updated policy book. He/She shall also be provided with amended policies and new policies upon the first reading.

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

Two (2) copies of all post Board meeting press releases shall be placed in the mail box of the President of the Association at the same time such press releases are publicly distributed, or alternatively, the Superintendent shall provide the press release by email.

### **D. Freedom of Information Act**

The Board will comply with the Illinois Freedom of Information Act.

### **E. Association Leave**

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

### **F. Use of Facilities**

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

### **G. Mailboxes**

The Association may use the employee mailboxes for official Association business. The Association may have use of the interschool mail system provided such a system exists.

### **H. Bulletin Boards**

The District shall provide a bulletin board in each teacher lounge for the posting of Association announcements.

## **I. Minutes of Board Meetings**

Two (2) copies of all open session Board minutes shall be placed in the mailbox of the President of the Association within five (5) days of adoption, or alternatively, the Superintendent shall provide the press release by email.

## **J. Right of Access**

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

## **K. Contract Distribution**

Within thirty (30) days of ratification of the agreement, the Board shall have at its expense sufficient copies of the agreement prepared and delivered to the Association for its distribution to each teacher in the District.

## **L. Vacancy Definition**

A vacancy shall be defined as created by:

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

## **M. Vacancy Notice**

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

## **N. Vacancy Application**

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

## **O. Vacancy Temporary Appointment**

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

## **Q. Assignment--Notice of**

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

## **R. Dues Deduction**

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

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

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

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

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

## ARTICLE III

### **A. Formal Evaluation**

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

### **B. Evaluation Minimums**

Each nontenured teacher shall be evaluated at least two (2) times per school year. Each tenured teacher, who received an "Excellent" rating in the previous year, shall be evaluated at least once in the course of every two school years. However, it is understood that any tenured teachers whose summative rating is either "proficient," "needs improvement," or "unsatisfactory" must be evaluated at least once in the school year following the receipt of such rating.

### **C. Response to Evaluation**

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

### **D. Personnel File**

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

### **E. Informal Evaluation**

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

### **F. Evaluators**

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

### **G. Disciplinary Appearance**

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



## ARTICLE IV

### **A. Work Year**

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

### **B. Work Day**

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

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

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

### **C. Duty-Free Lunch**

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

### **D. Traveling Teachers--Lunch**

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

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

## ARTICLE V

### **A. Sick Leave**

Each teacher shall be entitled to twelve (12) sick leave days per school term without loss of pay. Sick leave accumulation shall be unlimited. Sick leave shall be interpreted to mean personal illness, or illness or death in the immediate family or household, birth, adoption, or placement of adoption. The immediate family for purposes of the Article shall include that which is provided in the School Code.

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

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

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

The Board shall notify each teacher of his/her accumulated sick leave at the beginning of each school year.

### **C. Personal Leave**

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

In the event that an employee does not use more than five (5) sick leave days in a school year, the Board will grant one (1) additional personal day the following school year. This additional personal day is not accumulative, therefore, no more than three (3) personal leave days will be allowed in any single school year. (Clarification per district practice for both noncertified and certified: dock days used during that school year are counted toward that sick day maximum. For example, if a staff member has used 4 sick days, but he/she has also requested and received three (3) dock days, that person would not be eligible for the additional personal day)

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

Any unused personal leave days shall accumulate as sick leave.

#### **D. Leave of Absence Without Pay**

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

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

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

#### **E. Emergency Days**

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

## ARTICLE VI

### **A. Definitions.**

A Grievance shall be:

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

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

### **C. Procedures**

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

**D. Step I** - The employee or the Association may present the grievance in writing within ten (10) days of the event giving rise to the grievance or knowledge of same whichever is later to the Superintendent or the Superintendent's official designee. The Superintendent shall arrange with the grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response.

**E. Step II** - If the grievance is not resolved at Step I, then the grievant may refer the grievance to a closed session of the Board within ten (10) days after receipt of the Step One answer. The Board shall arrange with the grievant for a hearing to take place at the next regularly scheduled Board meeting.

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

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

### **H. Bypass to Arbitration**

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

### **I. Class Grievance**

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

#### **J. Grievance--No Reprisals Clause**

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

#### **K. Released Time**

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

#### **L. Filing of Materials**

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

#### **M. Grievance Withdrawal**

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

#### **N. No Written Response**

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

#### **O. AAA Rules**

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

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

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

## ARTICLE VII

### **A. No Strike**

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

### **B. Complete Understanding**

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

### **C. Individual Contracts**

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

### **D. Savings Clause**

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

### **E. Successor Agreement**

The parties shall commence bargaining for a successor agreement on or before June 20, 2019 and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

### **F. Impasse**

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

### **G. Duration**

This agreement shall be effective the first day of the 2015-2016 school year and shall continue in full force and effect through and including the last day before the first day of the 2019-2020 school year.

## ARTICLE VIII

### A. Salary Schedule

Salary Schedule for 2015-2016

	BA	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24	MS+32
1	33319	34320	35321	36322	37323	38324	39325	40326	41327
2	33319	34320	35321	36322	37323	38324	39325	40326	41327
3	34305	35306	36307	37308	38309	39310	40311	41312	42313
4	35291	36292	37293	38294	39295	40296	41297	42298	43299
5	36277	37278	38279	39280	40281	41282	42283	43284	44285
6	37263	38264	39265	40266	41267	42268	43269	44270	45271
7	38249	39250	40251	41252	42253	43254	44255	45256	46257
8	39235	40236	41237	42238	43239	44240	45241	46242	47243
9	40221	41222	42223	43224	44225	45226	46227	47228	48229
10	41207	42208	43209	44210	45211	46212	47213	48214	49215
11	42193	43194	44195	45196	46197	47198	48199	49200	50201
12	43179	44180	45181	46182	47183	48184	49185	50186	51187
13	44165	45166	46167	47168	48169	49170	50171	51172	52173
14	45151	46152	47153	48154	49155	50156	51157	52158	53159
15	46137	47138	48139	49140	50141	51142	52143	53144	54145
16	47123	48124	49125	50126	51127	52128	53129	54130	55131
17	48109	49110	50111	51112	52113	53114	54115	55116	56117
18	49095	50096	51097	52098	53099	54100	55101	56102	57103
19	50081	51082	52083	53084	54085	55086	56087	57088	58089
20	51067	52068	53069	54070	55071	56072	57073	58074	59075
21	52053	53054	54055	55056	56057	57058	58059	59060	60061
22	52053	53054	54055	55056	56057	57058	58059	59060	60061
23	52053	53054	54055	55056	56057	57058	58059	59060	60061
24	52053	53054	54055	55056	56057	57058	58059	59060	60061
25	53039	54040	55041	56042	57043	58044	59045	60046	61047
26	53039	54040	55041	56042	57043	58044	59045	60046	61047
27	53039	54040	55041	56042	57043	58044	59045	60046	61047
28	53039	54040	55041	56042	57043	58044	59045	60046	61047
29	54025	55026	56027	57028	58029	59030	60031	61032	62033
30	54025	55026	56027	57028	58029	59030	60031	61032	62033
31	54025	55026	56027	57028	58029	59030	60031	61032	62033
32	54025	55026	56027	57028	58029	59030	60031	61032	62033
33	55011	56012	57013	58014	59015	60016	61017	62018	63019
34	55011	56012	57013	58014	59015	60016	61017	62018	63019
35	55011	56012	57013	58014	59015	60016	61017	62018	63019

Salary Schedule for 2016-2017

	BA	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24	MS+32
1	33,519	34520	35521	36522	37523	38524	39525	40526	41527
2	33519	34520	35521	36522	37523	38524	39525	40526	41527
3	34505	35506	36507	37508	38509	39510	40511	41512	42513
4	35491	36492	37493	38494	39495	40496	41497	42498	43499
5	36477	37478	38479	39480	40481	41482	42483	43484	44485
6	37463	38464	39465	40466	41467	42468	43469	44470	45471
7	38449	39450	40451	41452	42453	43454	44455	45456	46457
8	39435	40436	41437	42438	43439	44440	45441	46442	47443
9	40421	41422	42423	43424	44425	45426	46427	47428	48429
10	41407	42408	43409	44410	45411	46412	47413	48414	49415
11	42393	43394	44395	45396	46397	47398	48399	49400	50401
12	43379	44380	45381	46382	47383	48384	49385	50386	51387
13	44365	45366	46367	47368	48369	49370	50371	51372	52373
14	45351	46352	47353	48354	49355	50356	51357	52358	53359
15	46337	47338	48339	49340	50341	51342	52343	53344	54345
16	47323	48324	49325	50326	51327	52328	53329	54330	55331
17	48309	49310	50311	51312	52313	53314	54315	55316	56317
18	49295	50296	51297	52298	53299	54300	55301	56302	57303
19	50281	51282	52283	53284	54285	55286	56287	57288	58289
20	51267	52268	53269	54270	55271	56272	57273	58274	59275
21	52253	53254	54255	55256	56257	57258	58259	59260	60261
22	52253	53254	54255	55256	56257	57258	58259	59260	60261
23	52253	53254	54255	55256	56257	57258	58259	59260	60261
24	52253	53254	54255	55256	56257	57258	58259	59260	60261
25	53239	54240	55241	56242	57243	58244	59245	60246	61247
26	53239	54240	55241	56242	57243	58244	59245	60246	61247
27	53239	54240	55241	56242	57243	58244	59245	60246	61247
28	53239	54240	55241	56242	57243	58244	59245	60246	61247
29	54225	55226	56227	57228	58229	59230	60231	61232	62233
30	54225	55226	56227	57228	58229	59230	60231	61232	62233
31	54225	55226	56227	57228	58229	59230	60231	61232	62233
32	54225	55226	56227	57228	58229	59230	60231	61232	62233
33	55211	56212	57213	58214	59215	60216	61217	62218	63219
34	55211	56212	57213	58214	59215	60216	61217	62218	63219
35	55211	56212	57213	58214	59215	60216	61217	62218	63219



Salary Schedule for 2017-2018

	BA	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24	MS+32
1	33,669	34670	35671	36672	37673	38674	39675	40676	41677
2	33669	34670	35671	36672	37673	38674	39675	40676	41677
3	34655	35656	36657	37658	38659	39660	40661	41662	42663
4	35641	36642	37643	38644	39645	40646	41647	42648	43649
5	36627	37628	38629	39630	40631	41632	42633	43634	44635
6	37613	38614	39615	40616	41617	42618	43619	44620	45621
7	38599	39600	40601	41602	42603	43604	44605	45606	46607
8	39585	40586	41587	42588	43589	44590	45591	46592	47593
9	40571	41572	42573	43574	44575	45576	46577	47578	48579
10	41557	42558	43559	44560	45561	46562	47563	48564	49565
11	42543	43544	44545	45546	46547	47548	48549	49550	50551
12	43529	44530	45531	46532	47533	48534	49535	50536	51537
13	44515	45516	46517	47518	48519	49520	50521	51522	52523
14	45501	46502	47503	48504	49505	50506	51507	52508	53509
15	46487	47488	48489	49490	50491	51492	52493	53494	54495
16	47473	48474	49475	50476	51477	52478	53479	54480	55481
17	48459	49460	50461	51462	52463	53464	54465	55466	56467
18	49445	50446	51447	52448	53449	54450	55451	56452	57453
19	50431	51432	52433	53434	54435	55436	56437	57438	58439
20	51417	52418	53419	54420	55421	56422	57423	58424	59425
21	52403	53404	54405	55406	56407	57408	58409	59410	60411
22	52403	53404	54405	55406	56407	57408	58409	59410	60411
23	52403	53404	54405	55406	56407	57408	58409	59410	60411
24	52403	53404	54405	55406	56407	57408	58409	59410	60411
25	53389	54390	55391	56392	57393	58394	59395	60396	61397
26	53389	54390	55391	56392	57393	58394	59395	60396	61397
27	53389	54390	55391	56392	57393	58394	59395	60396	61397
28	53389	54390	55391	56392	57393	58394	59395	60396	61397
29	54375	55376	56377	57378	58379	59380	60381	61382	62383
30	54375	55376	56377	57378	58379	59380	60381	61382	62383
31	54375	55376	56377	57378	58379	59380	60381	61382	62383
32	54375	55376	56377	57378	58379	59380	60381	61382	62383
33	55361	56362	57363	58364	59365	60366	61367	62368	63369
34	55361	56362	57363	58364	59365	60366	61367	62368	63369
35	55361	56362	57363	58364	59365	60366	61367	62368	63369

Salary Schedule for 2018-2019

	BA	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24	MS+32
1	33,769	34770	35771	36772	37773	38774	39775	40776	41777
2	33769	34770	35771	36772	37773	38774	39775	40776	41777
3	34755	35756	36757	37758	38759	39760	40761	41762	42763
4	35741	36742	37743	38744	39745	40746	41747	42748	43749
5	36727	37728	38729	39730	40731	41732	42733	43734	44735
6	37713	38714	39715	40716	41717	42718	43719	44720	45721
7	38699	39700	40701	41702	42703	43704	44705	45706	46707
8	39685	40686	41687	42688	43689	44690	45691	46692	47693
9	40671	41672	42673	43674	44675	45676	46677	47678	48679
10	41657	42658	43659	44660	45661	46662	47663	48664	49665
11	42643	43644	44645	45646	46647	47648	48649	49650	50651
12	43629	44630	45631	46632	47633	48634	49635	50636	51637
13	44615	45616	46617	47618	48619	49620	50621	51622	52623
14	45601	46602	47603	48604	49605	50606	51607	52608	53609
15	46587	47588	48589	49590	50591	51592	52593	53594	54595
16	47573	48574	49575	50576	51577	52578	53579	54580	55581
17	48559	49560	50561	51562	52563	53564	54565	55566	56567
18	49545	50546	51547	52548	53549	54550	55551	56552	57553
19	50531	51532	52533	53534	54535	55536	56537	57538	58539
20	51517	52518	53519	54520	55521	56522	57523	58524	59525
21	52503	53504	54505	55506	56507	57508	58509	59510	60511
22	52503	53504	54505	55506	56507	57508	58509	59510	60511
23	52503	53504	54505	55506	56507	57508	58509	59510	60511
24	52503	53504	54505	55506	56507	57508	58509	59510	60511
25	53489	54490	55491	56492	57493	58494	59495	60496	61497
26	53489	54490	55491	56492	57493	58494	59495	60496	61497
27	53489	54490	55491	56492	57493	58494	59495	60496	61497
28	53489	54490	55491	56492	57493	58494	59495	60496	61497
29	54475	55476	56477	57478	58479	59480	60481	61482	62483
30	54475	55476	56477	57478	58479	59480	60481	61482	62483
31	54475	55476	56477	57478	58479	59480	60481	61482	62483
32	54475	55476	56477	57478	58479	59480	60481	61482	62483
33	55461	56462	57463	58464	59465	60466	61467	62468	63469
34	55461	56462	57463	58464	59465	60466	61467	62468	63469
35	55461	56462	57463	58464	59465	60466	61467	62468	63469

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

	ASSIGNMENT	2016-2017
A.	Head HS Volleyball	5400.00
A.	Head HS Softball	5400.00
A.	Head HS Baseball	5400.00
A.	Head HS Football	5400.00
A.	Head HS Girls Basketball	5400.00
A.	Head HS Boys Basketball	5400.00
B.	1 <sup>st</sup> Assistant HS Volleyball	3900.00
B.	Assistant HS Baseball	3900.00
B.	Assistant HS Softball	3900.00
B.	HS Cheerleading	3900.00
B.	1 <sup>st</sup> Assistant HS Girls Basketball	3900.00
B.	1 <sup>st</sup> Assistant HS Boys Basketball	3900.00
B.	1 <sup>st</sup> Assistant HS Football	3900.00
B.	Head HS Golf	3900.00
C.	JH Head Volleyball	3200.00
C.	2 <sup>nd</sup> Asst HS Football	3200.00
C.	2 <sup>nd</sup> Asst. HS Boys Basketball	3200.00
C.	JH Head Boys Basketball	3200.00
C.	JH Head Girls Basketball	3200.00
D.	JH Asst. Boys Basketball	2800.00
D.	JH Asst. Girls Basketball	2800.00
D.	JH Cheerleading	2800.00
D.	JH Baseball	2800.00
D.	JH Softball	2800.00
D.	JH Asst. Volleyball	2800.00

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

\* The Board and Association agrees to convene an Ad Hoc Committee to review the Athletic and Extra-Curricular Salary Schedules for the 2016-2017 school year for recommendation of both parties, which will be made up of no more than 3 members from the Board and no more than 3 members from the Association. The recommendation of the Ad Hoc Committee will be voted and approved by members of the Association and the Board of Education.

**C. Teacher Retirement Shelter**

From and out of each teacher's gross salary as listed on the salary schedule plus such extra duties as the teacher may be paid for, the Board shall pay on behalf of the teacher directly to the Teacher Retirement System as a Board-paid and sheltered pension contribution. Such payment shall be made consistent with Internal Revenue Service ruling 1414H-2 and tax opinions 81-35 and 81-36. Example:

Teacher at 2008-2008 BS-1	30,449
with \$300 extra duty	<u>300.00</u>
TRS gross	\$30,749.00
X 9.4% pension computation	<u>x .094</u>
Board-paid pension contribution	-2,890.41
IRS gross	\$27,858.59

**D. Extra-Duty Schedules**

2015-2016 (See note above for creation of Ad Hoc Committee)

Category 1	
F.F.A. (1)	3,500
Category 2	
Band (1)	3,000
Category 3	
H.S. Yearbook (1)	1,500
Student Council (1)	1,500
Chorus (1)	1,500
FCCLA (1)	1,500
Art Club (1)	1,500
School Play (1)	1,500
Category 4	
Junior Class (2)	915
Category 5	
Senior Class (2)	610
Sophomore Class (2)	610
Freshman Class (2)	610
Foreign Language Sponsor (1)	610
Science Club (2)	610
Academic Bowl (2)	610
National Honor Society (1)	610
High School Fine Arts Club (2)	610
Category 6	
Jr.High Yearbook (1)	450
SMS Yearbook (1)	450
North School Yearbook (1)	450
Junior High Advisory (1)	450
WYSE	450

Certified employees working as ticket sellers, timers, scorers, and bus chaperons shall be paid \$12.00 per hour.

## **E. Passes**

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

## **F. Health Insurance and Options**

The Board will pay for the cost of single coverage of health insurance up to \$35 per month over the previous year's monthly premium. Each employee who selects to participate in the district dental plan will be responsible for all costs associated with the monthly premiums. Certified staff newly hired under this contract will be granted health/dental insurance. However, employees hired prior to 2012-2013 contract taking effect, who previously did not elect to take health/dental insurance and currently have an annuity shall maintain their rights to have the option of electing a life insurance or an annuity of substantially equal premium. If they elect to forego the annuity at any time, they may elect to change to health/dental insurance but not return to the annuity option thereafter.

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

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

## **G. Retirement Bonus Incentive**

### **1. Retirement Eligibility**

The Board shall recognize the service of full-time certified employees who have rendered at least twenty (20) years of creditable service to Nokomis C.U.S.D. #22 immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through the Teacher Retirement System of the State of Illinois. An eligible certified employee may access the Post-Retirement Bonus Incentive Pool and the end-of-career earnings increases if:

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

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

### **2. Notice of Retirement**

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

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

### 3. End-of-Career Earnings Incentive

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

#### Four Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1, four (4) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final four (4) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the years prior of employment respectively.

Example: An employee will retire on June 30, 2012. The employee's TRS creditable earnings for 2007-2008 school year were \$40,000. The employee's TRS creditable earnings for 2008-2009 school year will be \$42,400 (i.e.  $\$40,000 \times 1.06 = \$42,400$ ). The employee's TRS creditable earnings for the 2009-2010 school year will be \$44,944 (i.e.  $\$42,400 \times 1.06 = \$44,944.00$ ). The employee's TRS creditable earnings for 2010-2011 school year will be \$47,640.64 (i.e.  $\$44,944 \times 1.06 = \$47,640.64$ ). The employee's TRS creditable earnings for the 2011-2012 school year will be \$50,499.78 (i.e.  $\$47,640.64 \times 1.06 = \$50,499.08$ ).

#### Three Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final three (3) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the years prior of employment respectively.

Example: An employee will retire on June 30, 2011. The employee's TRS creditable earnings for the 2007-2008 school year was \$40,000. The employee's TRS creditable earnings for the 2008-2009 school year will be \$42,400 (i.e.  $\$40,000 \times 1.06 = \$42,400$ ). The employee's TRS creditable earnings for the 2009-2010 school year will be \$44,944 (i.e.  $\$42,400 \times 1.06 = \$44,944.00$ ). The employee's TRS creditable earnings for the 2010-2011 school year will be \$47,640.64 (i.e.  $\$44,944 \times 1.06 = \$47,640.64$ ).

#### Two Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final two (2) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the years prior of employment respectively.

Example: An employee will retire on June 30, 2010. The employee's TRS creditable earnings for the 2007-2008 school year were \$40,000. The employee's TRS creditable earnings for the 2008-2009 school year will be \$42,400 (i.e.  $\$40,000 \times 1.06 = \$42,400$ ). The employee's TRS creditable earnings for the 2009-2010 school year will be \$44,944 (i.e.  $\$42,400 \times 1.06 = \$44,944$ ).

#### One Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 one (1) year prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final one (1) year of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the years prior of employment respectively.

Example: An employee will retire on June 30, 2009. The employee's TRS creditable earnings for the 2007-2008 school year were \$40,000. The employee's TRS creditable earnings for the 2008-2009 school year will be \$42,400 (i.e.  $\$40,000 \times 1.06 = \$42,400$ ).

AGREEMENT NOTE: For any of the four plans mentioned above, if an eligible teacher gives the Board an irrevocable letter of retirement prior to May 1, 2016 or May 1, 2017, (either 4, 3, 2, or 1 year prior to retirement), the Teacher will be removed from the salary schedule and for the final 1-4 years of employment, the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the years prior of employment respectively.

Furthermore, For any of the four plans mentioned above, if an eligible teacher gives the Board an irrevocable letter of retirement prior to May 1, 2018 or May 1, 2019, (either 4, 3, 2, or 1 year prior to retirement), the Teacher will be removed from the salary schedule and for the final 1-4 years of employment, the Teacher's nonexempt TRS creditable earnings shall be increased by five percent (5%) over the Teacher's nonexempt TRS creditable earnings for the years prior of employment respectively.

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

- a. No Employee's nonexempt TRS creditable earnings shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of an Employee's retirement annuity, or result in any District or Board paid penalty or fee to TRS.
- b. If after submitting an irrevocable letter of retirement, the Teacher resigns from or is removed from duties for which the Teacher was compensated the previous year (i.e. Supplemental Salary Schedule, extended contract, and or stipends), the Teacher's nonexempt TRS creditable earnings will be adjusted.

Example: The Teacher's nonexempt TRS creditable earnings from 2007-2008 school year were \$43,000, of which \$3,000 was compensation for coaching basketball in 2007-2008. Under the Teacher's

retirement plan, he/she would be scheduled to receive \$45,580 nonexempt TRS creditable earnings for the 2008-2009 school year (i.e.  $\$43,000 \times 1.06 = \$45,580$ ). However, the Teacher resigns from his/her coaching position before the start of the 2008-2009 school year. The Teacher's nonexempt TRS creditable earnings for the 2008-2009 school year will be \$42,400 (i.e.  $\$40,000 \times 1.06 = \$42,400$ ) rather than \$45,580.

#### 4. Post-Retirement Bonus Incentive Pool

An employee who submits a notice of retirement under Paragraph 2 above and takes part in any one of the four plans in Part #3 End-of-Career Earnings Incentive shall also be eligible to receive a post-retirement bonus incentive calculated as follows:

- 1) Calculate the certified employee's Post-Retirement Bonus Incentive calculator by increasing the employee's base salary of the first school year preceding the notice of retirement by Fifteen Percent (15%) (including increment and any bargained increase, but not including extra duties, in the 15% year) of what the certified employee's salary would have been in the previous year.

Example: An employee will retire on June 30, 2010, and has submitted a notice of retirement prior to the 2008-2009 school year. The employee's base salary for the 2007-2008 school year were \$40,000. The employee's Post-Retirement Bonus Incentive calculator will be \$6,000 (i.e.  $\$40,000 \times 1.15 = \$46,000$ ).

- 2) Calculate the amount of regularly scheduled increases, excluding salary for extra duties, That the employee would have received during the eligible retirement benefit years.

The employee's Post-Retirement Bonus Incentive shall be determined by adding #1 and #2 above, and subtracting any end-of-career increases to creditable earnings received under Paragraph 3 above.

Example: An employee will retire on June 30, 2010, and has submitted a notice of retirement prior to the 2008-2009 school year. The employee's base salary for the 2007-2008 school year were \$40,000. The employee's Post-Retirement Bonus Incentive calculator will be \$6,000 (i.e.  $\$40,000 \times 1.15 = \$46,000$ ). The employee would have received a total of \$5,000 in scheduled increases during the 2008-2009 and 2009-2010 school years had they not availed themselves of the retirement benefit. The employee's base salary for the 2007-2008 school year were \$40,000. The employee's base salary for the 2008-2009 school year were \$42,400 (i.e.  $\$40,000 \times 1.06 = \$42,400$ ) under the end-of-career increase. The employee's base salary for the 2009-2010 school year were \$44,944 (i.e.  $\$42,400 \times 1.06 = \$44,944$ ) under the end-of-career increase. Accordingly, the employee received \$7,344 in end-of-career increases ( $\$2,400 + \$4,944 = \$7,344$ ). Therefore, the Post-Retirement Bonus Incentive shall be \$5,656 ( $\$6,000 + \$5,000 - \$7,344 = \$3,656$ ).

At the time of retirement, the Post-Retirement Bonus Incentive shall be paid as one lump sum following the last day of employment and receipt of the final payroll check. Such post retirement payments shall not be considered TRS creditable earnings. Any such payment shall not be due or payable until at least fifteen (15) days following the employee's last day of employment or receipt of the final payroll check, whichever occurs later.

#### 5. Miscellaneous



- a. No certified employee shall be eligible for any retirement incentive pursuant hereto and the employer shall be authorized to recover any such incentive if already paid to the certified employee if the employer is required to pay a lump sum payment to TRS as a result of the certified employee's retirement under the retirement program commonly known as Early Retirement Option (ERO) or any other program requiring an employer payment to TRS at the time of the certified employee's retirement (other than ordinary pay period, wage related TRS payments). In such an event, if the affected certified employee does not or cannot authorize return of such benefits to the employer, the certified employee and the Association shall expressly authorize and shall not contest any means the employer may choose to use to obtain recovery of the benefits provided to the certified employee herein including withholding such amount from the certified employee's paycheck(s), final earnings, or by filing suit for recovery of sum. In the event that the program commonly known as ERO is legislatively altered so that the employer is no longer required to make a substantial payment to TRS on behalf of an employee at the time of the employee's retirement if the employee is less than a specified age or has less than a specified amount of service credit at the time of retirement; or if ERO is discontinued for any reason, the benefits provided pursuant to this provision shall become null and void and the provisions relating to such benefits shall be reopened for negotiations. In no case shall more than ten percent (10%) of ERO eligible employees exercise the ERO option in any school year.
- b. Once a retirement letter is submitted the employee will not be assigned an additional extra duty not currently being performed without the consent of the employee.
- c. An employee is authorized to recover any salary denied due to the six percent (6%) limitation (salary cap) if the employee rescinds his/her letter of intent to retire under the previous contract.

#### 6. TRS Earnings Limitation

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

No teacher's nonexempt creditable TRS earnings shall increase from one school year to the next by more than six percent (6%) or otherwise increase so as to create liability on the part of the District for any portion of a teacher's retirement annuity, or result in any District paid penalty or fee to TRS.

#### H. Docking Formula

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

#### **I. In House Substitution**

In House Substitution shall be compensated in departmental situations only at the rate of Fifteen dollars\_(\$15.00) per class period and at the rate of Twelve dollars (\$12.00) per class period in self-contained situations to be paid no later than the regular pay date in the following month.

#### **J. Payroll Installment**

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

#### **K. Placement on Salary Schedule**

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

#### **L. Options to Negotiate**

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

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

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

#### **N. Tuition Reimbursement**

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

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

experiences delays, the employee may present an unofficial transcript obtained from the college or university website until an official transcript can be mailed directly to the District's Administrative Office by October 5.

The teacher will be reimbursed the actual cost of tuition and lab fees (not to exceed the \$150.00 per semester hour). The District will be responsible for a maximum of nine semester hours earned per contract year per teacher. Reimbursement shall only be made if the teacher earns a grade of an "A" or "B" in the class.

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

#### **O. Prep Time**

All Middle School and High School teacher shall have a prep equivalent to one full class period of preparation time per day. All elementary teachers shall have a minimum of two hundred and twenty (220) minutes of preparation time per week which shall not include travel time. The Board will make every attempt to provide at least an increment of 20 minute preparation time at least once a day.

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

This Agreement is signed this 21th day of April 2015

In witness whereof:

For the Nokomis Education Association, IEA/NEA

\_\_\_\_\_ Denny Bauman \_\_\_\_\_

President

\_\_\_\_\_ Chad Ruppert \_\_\_\_\_

Vice President

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

\_\_\_\_\_ Darci Harrison \_\_\_\_\_

Board President

\_\_\_\_\_ Cheryl Bennett \_\_\_\_\_

Board Secretary

• Actual signature are on file in the Unit Office.