

AGREEMENT BETWEEN

THE NASHVILLE EDUCATION ASSOCIATION

AND

THE BOARD OF EDUCATION

NASHVILLE COMMUNITY HIGH SCHOOL DISTRICT #99

2023-2024

2024-2025

2025-2026

ARTICLE I

RECOGNITION

A. Recognition

The Board of Education of School District No. 99, Washington County, Nashville, Illinois, hereinafter referred to as the "Board," recognizes the Nashville Education Association, IFT-AFT Local 4797, affiliated with the Illinois Federation of Teachers and the American Federation of Teachers, hereinafter referred to as the "Association" as the sole and exclusive negotiating agent for all regularly employed full-time and part-time certificated teaching personnel, including school nurse, at Nashville High School, hereinafter referred to as "employees," except for the Superintendent, Administrative Assistants, Principals, Dean of Students, and Director of Guidance.

B. Part-time Employees

Part-time members of the bargaining unit shall receive pro-rated salary and benefits except where an explicit contract provision provides to the contrary and provided third party carriers permit (e.g. if the insurance carrier does not permit part-time employees in the insurance pool).

C. Exclusivity

The Board agrees not to negotiate with any other employee, organization, individual employee, or group of employees other than the Association, for the duration of this Agreement with regard to wages, hours and terms and conditions of employment.

ARTICLE II
NEGOTIATIONS

A. Good Faith

Good faith, for the purpose of this Agreement, is defined as the will of both parties to meet, discuss the issues, and make proposals and counterproposals in an effort to reach an agreement. It does not imply acquiescence or concession to either party's demands, either in whole or in part. Each party shall select its own representatives not to exceed six (6) in number at any given session.

B. Bargaining Authority

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached; and upon final agreement, the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

C. Successor Agreement

Negotiations for a successor Agreement shall begin no later than sixty (60) days prior to the expiration of this Agreement.

D. Bargaining – Closed Sessions

Bargaining sessions shall be closed. Dates, times, and locations of meetings shall be determined by mutual agreement. Either party may adjourn a meeting if no progress is being made toward settlement. Parties may mutually agree to extend the length of a meeting.

E. Impasse

If agreement is not reached on all items, either party may declare to the other in writing that an impasse exists and call for the services of a mediator. Services of the Federal Mediation and Conciliation Service will be used in cases of impasse.

ARTICLE III
GRIEVANCE PROCEDURE

A. Grievance – Definition

Any claim by the Association or an employee that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

B. Grievance -- Time Limits

All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of days the administrative offices are open.

C. Grievance -- Informal Resolution

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

D. Grievance -- Step One

The grievant shall present the grievance in writing within thirty (30) days of the alleged contract violation, specifying the article alleged to have been violated and stating the remedy sought, to the Superintendent. The Superintendent will arrange for a meeting to take place with the grievant within ten (10) days after receipt of the grievance. The Superintendent shall provide a written answer to the aggrieved employee within ten (10) days after the meeting.

E. Grievance - Appeal

If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may submit the grievance to the Board of Education within ten (10) days of receiving the Step One answer. The Board shall allow the grievant to present his/her case to the Board at the next regularly scheduled Board meeting. If an appeal is made within ten (10) days of a regularly scheduled Board meeting, the Board shall hear the grievance at the next scheduled meeting after the first regularly scheduled meeting.

F. Grievance -- Arbitration

If the grievant is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator for the proceedings. If a request for a hearing is not filed within thirty (30) days of the Step Two answer, then the grievance shall be deemed withdrawn.

G. Grievance -- Evidence

Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.

H. Grievance -- Arbitrator Authority

The arbitrator, in his award, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation

of the meaning or application of the express relevant language of the Agreement. If the parties are not able to agree as to the issue before the arbitrator, the arbitrator shall be empowered to frame the issue.

I. Grievance – Binding Arbitration

The decision of the arbitrator shall be binding.

J. Grievance – Arbitration Costs

Each party shall bear the full costs for its representatives in the grievance procedure. The costs of the arbitrator, plus any American Arbitration Association filing fees, shall be shared equally between the parties.

K. Grievance – Arbitration Transcripts

If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.

L. Grievance – Failure to Appeal

Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal.

M. Grievance – Investigation

Any investigation, handling or processing of a grievance by the grievant shall be conducted so as to result in no interference with or interruption of the regular instructional program or extracurricular activities or programs.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES

A. Right to Organize

Employees, as defined in Article I, shall have the right to organize, join, or not to join, the Association and to participate in professional negotiations with the Board, or its designee, through representatives of their own choosing.

B. Personnel File

Each employee, upon forty-eight (48) hours advance notice submitted to the Superintendent and/or his official designee, shall have the right to review the contents of his/her personnel file, with the exception of pre-employment, confidential materials. Said review shall take place during the regular hours established for the Central Office. The Superintendent and/or his designee shall be present during the

review. The employee may not remove any material from said file. An employee may attach and place therein written reactions to the contents of said file. An employee shall be permitted to make a copy of any non-confidential material contained in his/her personnel file.

C. Facilities, Use of

The local Association shall have the right, upon approval of the Superintendent, to use the school building for meetings at a time when school is not in session, provided that such meetings do not interfere with the instructional and/or extracurricular programs. All meeting areas shall be approved by the Superintendent. Whenever special custodial service is required, the Board may make a reasonable charge for this service.

D. Equipment, Use of

With the approval of the Superintendent, or his designee, the Association shall be allowed reasonable use of school business equipment, except for Central Office equipment, provided that the use of said equipment does not interfere with instructional and/or extracurricular programs. The Association shall purchase all supplies and materials used in the business of the Association. No school equipment should be used for political purposes.

E. Mailboxes

The Association may use faculty mailboxes for announcements on behalf of members, and the Superintendent shall receive a copy of all open communications.

F. Minutes, Board Meetings

The President of the Association shall be provided with a copy of the minutes of all Board of Education meetings within one (1) week from the date they are officially approved. A copy of the agenda and general information from the board packet for all regularly scheduled and special board meetings, along with copies of the monthly financial report, policy changes, approved budgets, final annual audits, and the statement of monthly bills shall be provided the local Association President or representative prior to the board meeting.

G. Public Information

The Board shall provide the Association with readily available public information upon written request to the Superintendent, provided that the Board/Administration shall not be required to do any research and/or assembly to provide such information.

H. Notice to Appear

If an employee is required to appear before the Board of Education, the reasons for his/her appearance will be included in the written notification to appear. Should the appearance concern a reprimand, possible disciplinary or discharge action, the employee shall be entitled to a representative of his/her choice.

ARTICLE V

EMPLOYMENT CONDITIONS

A. Calendar

The employee work year shall not exceed one hundred eighty (180) days.

B. Student-Teacher Ratios

The administration will attempt to keep student-teacher ratios: 1) as low as possible, and 2) as equally distributed as staffing, pupil scheduling, pupil population and class subject will allow. Study period supervision (excluding homeroom and activity periods) will be counted as classroom teaching for the purpose of workload distribution herein.

Any teacher whose student contact load for regularly scheduled academic subjects exceeds one hundred thirty-eight (138) students per day for teachers who teach six (6) periods per day or one hundred sixty-one (161) students per day for teachers who teach seven (7) periods per day measured by the number of students enrolled in each class on the eleventh (11th) day of each semester, shall receive a stipend of two hundred seventy-five dollars (\$275.00) for each five (5) students above one hundred thirty-eight (138) for six (6) periods/one hundred sixty-one (161) for seven (7) periods; three hundred twenty-five dollars (\$325.00) for each five (5) students above one hundred forty-three (143) for six (6) periods/one hundred sixty-six (166) for seven (7) periods; and three hundred seventy-five dollars (\$375.00) for each five (5) students above one hundred forty-eight (148) for six periods/one hundred seventy-one for seven (7) periods (e.g. 139 students for 6 periods/162 students for 7 periods = \$275; 143 students for 6 periods/166 students for 7 periods = \$275; 144 students for 6 periods/167 students for 7 periods = \$600). Academic subjects, for the purposes of this clause, shall include English, Science, Mathematics, Social Studies, Foreign Languages, Vocational Education and Art. The following are not academic subjects for purposes of this clause, and no student contact numbers shall be computed therefore: Study Hall, Student Non-Class Supervision, Athletics, P.E., Extra Duties, Chaperoning, Band, Chorus, Media Center, Counseling, and any assignment which does not require the production of lesson plans and the grading of student papers. The stipend shall be paid to each eligible teacher at the end of each semester in a lump sum in a separate pay check from the regular pay.

- C. Any teacher who is assigned to more than three (3) different academic preparations in any given semester shall be paid four hundred dollars (\$400.00) for each different preparation in excess of three (3) per semester. Academic preparations shall not include:

Study Hall	Physical Education
Vocational Education	Fine Arts
Special Education	Driver Education
Health	Bilingual Education
Independent Study	General Supervision (Bus or Hall Duty, for example)
Coaching	Extra Duties
Honors or Gifted programs/students	

Any course offering or program under the above listed headings.

In no case shall a teacher be deemed to have more than one (1) academic preparation in any single class period.

Different academic preparations (if they exist as course offerings) are:

Introduction to Social Sciences	U.S. History
Geography	Current Events
World Cultures A & B	Civics
Psychology I/II	
English I/II/III	English IV World Literature
English IV British Literature	Speech
Journalism	Spanish I/II/III
Environmental Science	Life/Earth Science
Physical Science	Biology I/II
Anatomy & Physiology	Chemistry I/II
Physics	
Algebra I-A/I-B	Algebra I
Geometry	Geometry Essentials
Algebra II	Algebra II CP
Analytical Geometry	College Algebra
Trigonometry	Pre-Calculus
Calculus	

D. Requisitions

Each employee shall be given the opportunity to submit annual requisitions for instructional materials, supplies and equipment for the next school term in accordance with procedures established by the Administration (which shall include dates for submission, and schedule of appointment times, and reasonable opportunities for discussion).

Requisitions from teachers during the school year may be required within one (1) work week.

The Administration will evaluate and approve or disapprove requisitions, in whole or in part, as promptly as possible.

E. Notification of Assignment

Employees will be given written notice of their tentative teaching assignments for the forthcoming school year no later than the last day of school. In the event that changes in assignments become necessary, the teacher shall be notified and consulted as soon as possible. In no event shall changes in teachers' assignments be made later than two weeks preceding the commencement of the next school term, except in cases of changes in enrollment, educational needs of the district, resignations, deaths, illnesses, disabilities, Acts of God, or other emergencies. The employee shall be allowed to resign if such changes are unacceptable. Such resignation shall take place twenty-four (24) hours after a replacement teacher has been hired. The board shall replace employees as soon as possible.

F. Periods, School Day

Any employee assigned to teach seven (7) periods in a seven (7) period schedule shall be paid 15% of said employee's salary schedule salary in exchange for the seven (7) period assignment. Any employee assigned to teach six (6) periods in a six (6) period schedule shall be paid 15% of said employee's salary schedule salary in exchange for the six (6) periods assignment. In addition, no teacher will be assigned to teach seven (7) periods in a seven (7) period schedule in consecutive years without consent of the teacher.

G. Discipline

The parties agree that the employee has the primary responsibility for maintenance of discipline within the classroom. The administration, however, recognizes its responsibility within the parameters of Board policy to assist the employee in the maintenance of control and discipline in the classroom. Assist is to be interpreted as follows: "Extreme cases shall be taken to the Superintendent and/or Administrative Assistant; and a mutual follow-up shall be made between the teacher, Superintendent and/or Administrative Assistant.

H. Professional Standards Certification

Each National Board Certified teacher will receive a \$500 stipend to be paid each year the certificate is in effect.

I. Length of Work Day

The length of the teacher workday shall be from 8 a.m. until twenty (20) minutes after the end of the student attendance day. All employees, in addition to regular class activities, will be required to attend scheduled parent/teacher conference sessions and teacher institute days. All hours outside the teacher workday, not currently covered by an extracurricular stipend, shall be voluntary or appropriately compensated.

J. Dual Credit

Each teacher assigned to teach an approved dual credit course through Kaskaskia College will be paid a stipend of Three Hundred and 00/100 dollars (\$300.00) per KC course offering, upon completion of the course.

ARTICLE VI

LEAVES

A. Sick Leave

Sick leave may be used for personal illness, quarantine at home, or serious illness or death in the immediate family or household including: parents (natural, adoptive or step-parents), spouse, brothers, sisters, children (natural born, adopted and step children), daughter-in-law, son-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardian, and those living within the household of the employee.

- A. Sick leave days shall be allotted to each employee based upon their placement on the salary schedule. Employees placed on steps 0-9 shall receive twelve (12) sick leave days per year. Employees placed on steps 10-19 shall receive fifteen (15) sick leave days per year. Employees placed on step 20, and continuing until their retirement, shall receive seventeen (17) sick leave days per year. Teachers can accumulate no more than 365 sick leave days.
- B. Any teacher that is placed higher than step 10 on the salary schedule for the 2023-2024 school year will receive a one-time allotment of sick leave days according to the following schedule:
- Teachers shall receive 3 sick leave days for every step they have completed between 10-19.
Ex. A teacher on step 15 for school year 23-24 would receive an allotment of 15 days (steps 10-14 = 5 steps $5 * 3 = 15$ days)
 - Teachers shall receive 5 sick leave days for every step they have completed between 20-34.
Ex. A teacher on step 25 for school year 23-24 would receive an allotment of 55 days (steps 10-19 = 10 steps $10 * 3 = 30$ + steps 20-24 = 5 steps $5 * 5 = 25 = 55$ days)

The Board agrees to establish a sick leave bank beginning in the 2012-2013 school year for members of the Association that will be administered by the Association as set forth herein.

a. Contributions to the Sick Leave Bank

A member who wishes to donate sick leave to the bank must do so no later than August 31st of each school year. No sick leave contribution shall be refundable and no sick leave contribution shall be compensated for in cash or as credit for retirement.

b. Criteria for usage of Sick Leave Bank

- An employee applying for days from the SLB must be members of the Association. A member seeking to withdraw days from the bank shall have completed two (2) continuous full-time years of employment with the district prior to any day withdrawn from the bank.
- The SLB is available to those members who have completely exhausted all accumulated leave time (accrued sick leave and accrued personal leave) and who are not otherwise receiving any related compensable benefits such as disability, worker's compensation or unemployment.
- To be eligible to withdraw from the bank, a member must substantiate a medical condition for themselves or a family member that meets the legal criteria for sick leave as set forth in the Illinois School Code, 105 ILCS 5/24-6, such as:
 - Serious accident of the member or family requiring extended absences from work.
 - Serious illness of the member or family requiring extended absences from work.
 - Hospitalization of the member or family requiring extended absences from work.
- The SLB is intended to assist members who are out for an extended absence. Requests for single days not associated with an extended absence will be denied.

5. The SLB cannot be used to extend maternity leave, unless there are serious complications before/during/after pregnancy that are life threatening to you or your newborn child.
6. The school system's regular sick leave usage policies and procedures will be used as they relate to the SLB when practicable and feasible.
7. No withdrawal shall be approved in excess of 30 work days in a single school term.
8. The first request may be for up to ten (10) days with additional days granted, if necessary.
9. The request will be acted upon within five (5) working days.
10. Unused days must be re-deposited in the SLB. Each case will be evaluated individually.
11. No more than 3 employees may make withdrawals from the sick leave bank in a given school year.

c. Procedure

1. Unless an emergency, a teacher must apply by letter (or email) addressed to the Association President requesting leave days.
2. The Committee requires that all SLB applications must include a statement from a licensed medical physician (M.D.) that clearly explains the member's illness or family situation.

d. Sick Leave Bank Committee

The Sick Leave Bank Committee must be comprised of three (3) members of the Association. The committee will consist of one Association officer and two contributing members randomly selected from a list of volunteers of active SLB participants. The Association representatives will be appointed to a two year term.

1. No committee member shall rule on any SLB application of their own or that of a relative.
2. The Association will monitor the SLB and notify the District Bookkeeper when leave days are used.

e. Responsibilities of the Committee

1. The Committee has authority to request a second independent medical opinion.
2. The Committee retains the authority to prevent abuse of the SLB.

f. Reasons for Denial

1. An employee requesting use of the SLB may have his/her sick leave usage audited. The audit may cover the two years preceding the employee's request. Patterns of absence indicating abuse will be reviewed, noted, and considered. Patterns of abuse are most often indicated by frequency, duration and time of absences. Illnesses of three or more days will not be considered abuse unless a clear pattern is established.
2. In the event that an employee is denied entry into the bank or is denied benefits from the bank, the employee may appeal the decision to the committee. Formal written letters of appeal should be submitted directly to the Association President. A formal response to such an appeal shall be issued within ten (10) working days of receipt.

NASHVILLE COMMUNITY HIGH SCHOOL DISTRICT CLASSIFIED SICK LEAVE BANK IRREVOCABLE DEPOSIT
 This deposit to the District's Sick Leave Bank for participating bargaining unit members is made pursuant to the provisions of Article VI-A of the agreement between the Nashville CHSD and the Nashville Education Association.

I, hereby, irrevocably deposit to the District's Sick Leave Bank _____ hours of my accumulated sick leave. I understand that the aforementioned number of hours of paid sick leave will be deducted from my accrued sick leave.

I further understand that my deposit is irrevocable and cannot be rescinded for any reason whatsoever, and upon retirement I shall not be entitled to receive Illinois TRS credit for hours donated.

I agree to hold harmless the District and Association for any and all claims and liabilities arising out of performance of Article VI-A of the bargained agreement between the Nashville CHSD Board of Education and the Nashville Education Association.

Print Name

Signature

Date

It is your responsibility to return this form to Stefanie Bauza, Bookkeeper, no later than August 31st.

B. Bereavement Leave

Each employee shall be granted two (2) bereavement days per year at District expense for a death in the immediate family as defined in sick leave. All additional days needed for death in the immediate family as defined in sick leave shall be deducted from sick leave accumulations, or at the employee's option, the employee may reimburse the District for the per diem substitute pay for additional days.

Each employee shall be granted two (2) bereavement days per year for deaths other than in the immediate family. The first such day shall be a District cost, the teacher shall reimburse the District for the per diem substitute pay for the second such day taken.

C. Personal Leave

The Board of Education shall grant each employee two (2) days of personal leave per year. Requests for personal leave shall be submitted in writing at least three (3) days in advance of the date for which the leave is requested. Personal leave shall be defined as business that cannot be conducted except during regular school hours. Personal leave shall not be used to extend vacations or holidays. No more than two (2) staff members may be on personal leave at one time. The second request for personal leave on the same day will depend upon a substitute teacher being available the being obtained at least one (1) day in advance of the date of the requested leave. Unused personal leave days shall be allowed to accumulate as sick leave at the end of the school year. At the discretion of the Superintendent, the three (3) day notice requirement and the limit on use before or after a holiday may be waived.

D. Personal Leave Accumulation Reimbursement

Any employee who, at the end of any school year, has two hundred fifty-six (256) accumulated sick leave days and who has unused personal leave from that year can, at employee's discretion, accumulate sick leave or can be paid substitute pay for each such unused personal leave day in lieu of accumulation.

E. Leaves of Absence Without Pay

Leaves of absence may be granted without pay to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity upon termination of said leave.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave, consistent with reasonable continuity of instruction for students. Leaves of absence without

pay for no more than one (1) year may be granted to said tenured teachers according to the following conditions:

1. Written requests for leaves 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 acceptable to the Administration and determined prior to initiating the request.
3. Leaves of less than one (1) month, if acceptable to and approved by the Board, will not require three (3) months' notice.
4. Leave may be granted for:
 - a. advanced study leading to a degree at 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, paternity, child-rearing; and
 - e. other reasons acceptable to the Board which improve the educational program in the District.
5. Employees on approved leaves will retain seniority. A year's seniority will be granted if more than one hundred twenty (120) days of the school year is worked.
6. Employees on approved leave will advance on the salary schedule if more than one hundred twenty (120) days of the school year is worked.
7. Employees on approved leave may continue insurance benefits if they reimburse the District for any prorata costs of benefits for which they apply.

F. Association Leave

In the event that the Association desires to send representatives to a state or national conference, these representatives shall be excused without loss of salary, providing the Association reimburses the District for substitutes. The Association shall be limited to a maximum of four (4) days per school year. No more than two (2) teachers per day shall be excused for said leave. (Example: 2 teachers x 2 days = maximum of 2 days.) Notification of such leave shall be submitted in writing at least ten (10) school days in advance of the date of the leave.

G. Professional Leave

Professional leave for conferences, workshops, professional meetings, and coaching clinics shall be granted in accordance with policies established by the Board of Education. Professional leave shall be granted in an amount not less than thirty (30) teacher days per school year. Administration shall have the authority to deny individual requests which are unreasonable as to cost or educational value. Approval of requests shall not be unreasonably withheld. A teacher day is defined as a day when students are in school and when a substitute must be provided for an absent teacher. Individual teachers may take no more than two (2) days leave per school year. Student field trips will not be considered as professional leave days. Reimbursement for mileage, meals, registration fees and lodging will be in accordance with policies established by the Board of Education

ARTICLE VII

Teacher Evaluation

A. Evaluation

The provisions contained in this Article shall remain in full force and effect until they are bargained after PERA implementation for the district except that any provision in this contract that is in conflict with PERA or with an agreement reached by the PERA committee or as a result of interim bargaining on evaluation shall be null and void and the conflicting PERA committee agreement or interim bargained agreement shall control and shall negate the contract language with which it is in conflict or with which it is inconsistent.

B. Evaluation Procedures

Within the first six (6) weeks of the school year, each employee shall be acquainted by a member of the administrative staff with the evaluation procedures to be used.

In-class (formal) observation of teachers shall not begin until the first ten (10) days after the first full school day (of each semester) and shall be completed prior to the last ten (10) school days (of each semester). Informal evaluation and informal observation may occur at any time. After each in-class observation of each teacher, said teacher shall be provided a report of observation from the administration. This report shall be transmitted in a simple format which shall be used District-wide.

C. Evaluation → Pre-Observation Conference

Each teacher shall have one (1) pre-observation/goal setting meeting with the appropriate evaluator before the first observation in any year in which the teacher is to be formally evaluated.

D. Evaluation – Meetings

The evaluator shall have a meeting with the employee within ten (10) school days following the evaluation to discuss the evaluation. The employee shall be provided with a copy of the evaluation.

E. Evaluation – Right to Respond

The employee shall have the right to attach an explanation to any adverse evaluations that are placed in the employee's personnel file.

F. Evaluation – Deficiencies

The evaluator will discuss deficiencies and their ramifications, and shall suggest reasonable corrective actions of these deficiencies, both in relationship to instruction and remediation, with the employee.

G. Evaluation Plan Incorporation

The evaluation plan as agreed to with the union and on file with the State of Illinois shall be followed.

ARTICLE VIII

Employee Compensation and Fringe Benefits

A. Salary Schedule Incorporation

The salary schedule shall be as set forth in Appendix 1, which is attached to and incorporated in this Agreement.

B. Supplemental Pay Schedule

The Supplemental Pay Schedule shall be set forth in Appendix 2, which is attached to and incorporated in this Agreement.

C. Supplemental Pay Calculation

Supplemental pay shall be added to the employee's salary and shall be paid on a prorated basis each pay period.

D. Insurance

During each year of this Agreement, the Board shall provide an Internal Revenue Service Code Section 125 Cafeteria Plan, which will afford each teacher the option of selecting a health insurance benefit or cash. The District contribution to such Plan shall be calculated using the following formula:

During each year of this Agreement, the Board shall provide for all full-time teachers, Eight Thousand Seven hundred Sixty-Nine and 13/100 dollars (\$8,769.13) toward the health insurance premium cost.

During each year of this Agreement, the Board shall provide for all part-time teachers, Eight Thousand Seven hundred Sixty-Nine and 13/100 dollars (\$8,769.13) toward the health insurance premium cost, prorated based upon the ratio of each part-time teacher's employment to full-time employment.

The District shall make all payments due under this provision in the instance of a leave taken pursuant to the Family and Medical Leave Act.

E. Proof of Insurance

Any employee, before electing not to receive insurance coverage under the School District health insurance plan, must show proof of health insurance coverage from some other carrier.

F. Insurance – TRS Contribution

The Board shall pay One Hundred Eighty-Nine and 39/100 dollars (\$189.39) toward the Teacher Retirement System payment required of each teacher resulting from the option provided in VIII-D above. Each teacher shall be responsible personally, and said amount shall be deducted from salary for Teacher Retirement System payments required in excess of One Hundred Eighty-Nine and 39/100 (\$189.39) on the insurance annuity option provided in VIII-D above.

G. Internal Substitution

Employees assigned to substitute in the classroom during the preparation period shall be compensated at the rate of Twenty-Two and 00/100 dollars (\$22.00) per class period. In lieu of compensation, a teacher may elect to receive one (1) hour (class period) of personal time which can accumulate to a maximum of one (1) day (7 hours) of personal leave time per school year.

H. Teacher Retirement Payment

The Board agrees to provide out of gross wages a Board-paid contribution to the Illinois Teacher Retirement System (TRS) equal to nine percent (9.0%) of the teacher's gross wages, which will be nontaxable according to provisions of the Internal Revenue Service Code Section 414(h) by "picking up" that amount as a direct contribution.

Example:	\$23,092.00	scheduled salary
	3,566.00	supplemental duty pay
	<hr/>	
	\$26,658.00	gross wages
1.	\$26,658.00	Gross wages
2.	\$ 2,399.22	Board Contribution to TRS
3.	\$24,258.78	Net Taxable Income

Note that additional sums are due and owing to TRS on the insurance option, Article VIII-D above. The manner in which such payments are to be made and respective liabilities of the parties for such payments are set forth in Article VIII-F.

I. Salary Schedule Placement

Beginning with the 1988-1989 school term and for each thereafter, part-time teachers shall be advanced on the salary schedule in whole step increments.

J. Retirement Incentive

Upon notification of an irrevocable letter of retirement on a date certain, submitted to the Superintendent not earlier than and no later than four (4) years prior to the employee's last year of employment, the employee will be removed from the negotiated salary schedule and will receive a 6% increase to his/her creditable earnings from the district for each of his/her final four years of employment in the district. The following conditions apply to the employee's qualification for this incentive:

1. If the employee resigns from or is dismissed from any extra duty assignment, or any other paid responsibility within the district, or is unable to fulfill the terms of the contract after the submission of an irrevocable letter of retirement, the employee's salary will be decreased in accordance to the amount the employee was receiving for that duty, assignment or responsibility.

2. Any certified teacher hired during the governance of this contract must accumulate at least twenty-five (25) years of service in the district to qualify for the incentive. All certified teachers employed prior to the 2021-2022 school year must accumulate at least twenty (20) years of service to the district to qualify for the incentive.
3. The employee must not be subject to, or make the school district subject to, any ERO penalty through the Illinois Teacher Retirement System. If any penalty is to be assessed, the employee will forfeit his/her eligibility for the retirement incentive.
4. If prior to, or during the course of, the four years after the submission of an employee's irrevocable letter of retirement, the legislature or the Teacher's Retirement System make legislative or regulatory changes that would cause the Board, the Association, or any Member a penalty as the result of this language, this section will be suspended. For the 2012-2013 school year, the parties agree to reopen this section of the contract to modify the retirement incentive to comport with legislative or regulatory changes.
5. If, at the inception of this contract, a teacher has less than four years left to teach to reach the first year of their eligible retirement, that teacher will be eligible for a 6% increase for each year they have left to reach the appropriate age and years of service for retirement.
6. Any employee submitting a notice of intent to retire, as outlined above, will receive the benefits of this program as a minimum guarantee, as outlined herein, regardless of the inclusion of this provision in a successor agreement or the expiration of the agreement.

K. Annuity

Teachers may designate an amount of money to be deducted from their salary and to be deposited by the Board into a tax-free sheltered annuity of each teacher's choice. The teacher shall identify the amount and the annuity company prior to October of any school year.

L. Election of Benefits by Teachers

The Board shall not be responsible for guarantee of the tax status of any teacher election of benefits. The Board's responsibility shall be limited to making deductions as requested by the teacher.

M. Longevity

A longevity payment of One Thousand Two Hundred and 00/100 dollars (\$1,200.00) on the B.S. columns and One Thousand Five Hundred and 00/100 dollars (\$1,500) on the M.S. columns shall be paid in the first year a teacher would not receive a step increase because he/she had reached the top of a salary schedule column. During the term of this contract, if a teacher is receiving a longevity payment and then moves over a column, said longevity shall be canceled unless said teacher has enough longevity to extend his/her placement to one (1) year beyond the length of the new column.

Additional longevity increases will be granted every other year at Three Hundred and 00/100 dollars (\$300.00) if the teacher has remained on the B.S. column last step for two (2) years and Four Hundred and 00/100 dollars (\$400.00) if the teacher has remained on the M.S. column for two (2) years. The

original longevity amount and all increases shall continue to accumulate until horizontal movement is achieved or until employment with the District ends.

N. Tuition Reimbursement

The Board shall provide a pool of Three Thousand and 00/100 dollars (\$3,000.00) per year to reimburse teachers for tuition costs associated with professional advancement or recertification, subject to the following necessary conditions:

1. Coursework eligible for reimbursement shall be credited from a fully accredited college or university maintaining a graduate school in education; and
2. The bargaining unit member requesting reimbursement shall demonstrate successful completion of the coursework with a grade of "B" or better; and
3. The coursework must be at the graduate level; and
4. The calendar year for tuition reimbursement shall be defined from June 1st to May 31st (Summer, Fall, Spring, where intersession classes held between Spring and Summer semesters will count as a course for the calendar year beginning on June 1st).
5. Request for reimbursement with a proof of successful completion shall be made to the Superintendent and shall be approved according to the following process:

- a. If no more than sixty (60) semester hours are turned in for the calendar year (total semester hours < 60), tuition reimbursement shall be reimbursed at the rate of Fifty cents (\$0.50) on the dollar to a maximum reimbursement of Fifty and 00/100 dollars (\$50.00) per semester hour for all members who have successfully completed any graduate courses.

OR

- b. If more than sixty (60) semester hours are turned in for the calendar year (total semester hours > 60), then the Three Thousand and 00/100 dollars (\$3,000.00) shall be divided by the total number of semester hours to produce a unit price per semester hour. This unit price per semester hour will be multiplied by the number of semester hours turned in by each teacher to compute his or her reimbursement.

6. The deadline for teachers to file their reimbursement claim shall be the June 10th that follows the end of the calendar year or the last working day prior to the June 10th that follows the end of each calendar year. Any reimbursement claim filed after June 10th for classes taken during the previous calendar year will not be reimbursed.

7. Teachers will receive tuition reimbursement paid in a lump sum with the June bills.

Some scenarios for payment by the proposed method:

Example 1:

If the total number of semester hours turned in for a calendar year is 65, where all of these hours received the maximum of \$50/semester hour, then the pay will be computed as follows:

$$\$3000 / 65 = \$46.1538 \text{ per semester hour (unit price)}$$

So, if Teacher A took a 3 hour class, they would be paid

$$3 \times \$46.1538 = \$138.46 \text{ reimbursement}$$

Example 2:

If the total number of semester hours turned in consists of:

70 semester hours which receive maximum pay,
3 semester hours which paid \$80 per semester hour (\$40.00 reimbursement),
and 2 semester hours which paid \$50 per semester hour (\$25.00 reimbursement).

The total semester hours would be computed as follows:

$$\text{Total} = 70 + 3 \times \frac{40}{50} + 2 \times \frac{25}{50} = 70 + 2.4 + 1 = 73.4$$

To find the *unit price*, $\$3000 / 73.4 = \$40.8719 / \text{semester hour}$

So, if Teacher B took a 3 credit hour class and they were to receive the maximum payment, they would be paid: $3 \times \$40.8719 = \$122.62 \text{ reimbursement}$

If Teacher C took a 3 credit hour class and they paid \$80/semester hour, they would be paid

$$3 \times \$40.8719 \times \frac{40}{50} = \$98.09 \text{ reimbursement}$$

If Teacher D took a 2 credit hour class and paid \$50/semester hour, they would be paid

$$2 \times \$40.8719 \times \frac{25}{50} = \$40.87 \text{ reimbursement}$$

The total reimbursement paid out by this method (for this example) would be:

$$(70 \times \$40.8719) + 3 \times \$40.8719 \times \frac{40}{50} + 2 \times \$40.8719 \times \frac{25}{50} = \$2861.03 + 98.09 + 40.87 = \$2999.99$$

O. Mileage

Any teacher who is required by the employee to use his or her vehicle in the service of the employer shall be reimbursed for vouchered mileage at the rate of 33 cents (\$0.33) per mile.

P. School Improvement Team

All School Improvement Team members shall receive Six Hundred Fifty and 00/100 dollars (\$650.00) per school year for the additional time and work this team requires.

Q. Teacher Aide/Supervisory Aide Pay

Each employee with a minimum of a bachelor's degree employed by the district primarily as a teacher, but serving the district in some capacity as an aide or supervisory position, shall receive the equivalent of substitute pay for those hours working as an aide.

R. Prom Sponsor

Prom sponsor shall be hired like any other extracurricular sponsor. The person hired to sponsor prom is expected to verse all prom activities, purchases, and additional work related to prom. The position is hired by the administration. If no staff/faculty member applies for the prom sponsorship, the position will be made available to the public before a teacher will be assigned from the rotation outlined under class sponsorship.

S. Class Sponsor

Effective with the 2016-2017 school year, class sponsor positions shall be hired as an extracurricular activity. If no faculty or staff member applies for a class sponsorship, a rotation of all certified staff members (excluding Superintendent, Administrative Assistants, Principals, Dean of Students, and Director of Guidance) will be in effect until the position can be permanently filled. Once a teacher resigns from sponsorship, he or she will be placed at the bottom of the rotation.

ARTICLE IX

Effect of Agreement

A. Complete Understanding

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

B. Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court 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, section and clauses shall remain in full force and effect for the duration of this Agreement.

C. No Strike

During the term of this Agreement, the employees agree not to strike, or engage in, support, or encourage any concerted refusal to render full and complete services to the School District, or to engage in or support any activity which would disrupt in any manner the operation of the school.

D. Individual Contracts

Individual contracts or employment agreements shall be consistent with the terms and conditions of the Agreement.


Duration

This Agreement shall be in full force and effect from the first day of the 2023-2024 school term, and shall remain in full force and effect until and including the last day before the first day of the 2025-2026 school term. This Agreement is signed this 20th day of March, 2023.

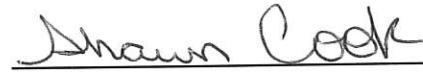
In Witness Whereof:

Nashville Education Association

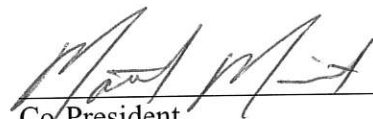
Board of Education – CHSD #99



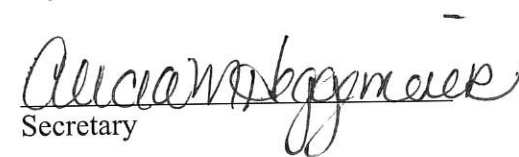
Co-President



President



Co-President



Secretary



Secretary

		Stipend "A" 3 Year Schedule		
		2023-2024	2024-2025	2025-2026
Perct-Increase				
Football	Varsity	6870	7196	7538
	Varsity Asst.	5146	5390	5646
	Soph	4758	4984	5221
	Freshman	3777	3956	4144
	Freshman	3777	3956	4144
Basketball (Boys)	Varsity	6870	7196	7538
	JV	4998	5235	5484
	Sophomore	3393	3554	3723
	Freshman	3393	3554	3723
Basketball (Girls)	Varsity	6870	7196	7538
	JV	4998	5235	5484
	Freshman	3393	3554	3723
Track	Head Boys	5146	5390	5646
	Assistant B	2804	2937	3077
	Head Girls	5146	5390	5646
	Assistant G	2804	2937	3077
Baseball	Varsity	6670	6987	7319
	Assistant	3573	3743	3920
Softball	Varsity	6670	6987	7319
	Assistant	3573	3743	3920
Volleyball	Varsity	6670	6987	7319
	JV	4619	4838	5068
	Freshman	3242	3396	3557
Golf	Boys	3439	3602	3773
	Girls	3439	3602	3773
Cross Country Assisstant		5146	5390	5646
Cheerleading Assistant		5146	5390	5646
Drill Team	Stingers	3739	3917	4103
				0
Total		130069	136247	142719

		Stipend "B" 3 Year Schedule		
Percent Increase				
School Year		2023-2024	2024-2025	2025-2026
Yearbook		4470	4682	4905
Assistant Yearbook				
Newspaper		2058	2156	2258
Play & Drama	Director	1186	1242	1301
	Asst. Director	556	582	610
Musical & Madrigal				
Freshman Spon.		1366	1431	1499
Sophomore Spon.		1366	1431	1499
Junior Spon.		1762	1846	1933
Senior Spon.		971	1017	1065
Prom Sponsor		1366	1431	1499
Student Council		1677	1757	1840
Honor Society		1216	1274	1334
FHA Sponsor				
FFA Sponsor		4817	5046	5285
FBLA Sponsor		1216	1274	1334
Lifesavors		1216	1274	1334
Music Director/Jazz B./Sh. Choir		2890	3027	3171
Marching Band Assistant		2110	2210	2315
Jazz Band/Show Choir		1926	2017	2113
Academic Sponsors	WYSE	1638	1716	1797
	ICTM	476	499	522
	Scholar Bowl	2479	2597	2720
	Olympiad	476	499	522
	Electronics			
	Drafting	205	215	225
	Sum Total	37443	39222	41085
Percent Inc				
	Director	1735		1817
	Asst. Director	1041		1090
	Musical Director	1385		1451
	Choreography	258		270
	Tech. Director	867		908
	Madrigal Dinner		1285	
	2nd Play			
	Director		937	
	Asst. Director		421	
	Total	5286	2643	5537
Riding Fan Bus	24			
Taking Tickets	20			
Basketball Concessions 3 @ 22	66			
Driver Ed Extra Driving	25			