

A G R E E M E N T

BETWEEN THE

BOARD OF EDUCATION,

SCHOOL DISTRICT #71

Cook County, Illinois

AND THE

NILES COUNCIL OF TEACHERS

LOCAL 1274, IFT/AFT, AFL-CIO

2008 — 2012

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I – RECOGNITION.....	2
ARTICLE II – NO CESSATION OF WORK	3
ARTICLE III – BOARD RESPONSIBILITY	4
ARTICLE IV – RIGHT TO ADMINISTER	5
ARTICLE V – UNION RIGHTS AND RESPONSIBILITIES.....	6-10
H. Union Dues Deduction	7
I. COPE Deduction	7
J. Fair Share	8-10
ARTICLE VI – TEACHERS’ INDIVIDUAL RIGHTS.....	11
B. Non-Discrimination	11
C. Freedom to Join or Not to Join Organizations	11
ARTICLE VII – EMPLOYEE INPUT	12
ARTICLE VIII – EVALUATION OF TEACHERS	
A. Evaluators	13
B. Notification of Evaluators and Evaluation Procedures.....	13
C. Frequency of Evaluations	13
D. Basis of Evaluation.....	13
E. Advance Notice of Observations	13
F. Observation and Recordings of Teachers’ Activities	14
G. Classroom Observations	14
H. Evaluation Conference	14-15
I. Evaluation Rebuttal	15
J. Personnel File Copy	15
K. Evaluation Rating	15
L. Teacher Evaluation Committee	16
M. Complaints Against Teachers.....	16
ARTICLE IX –EMPLOYEE PERSONNEL FILES	
A. Official Personnel Files.....	17
C. The Right of Privacy	17
ARTICLE X – TEACHING ASSIGNMENTS AND TRANSFERS	19

ARTICLE XI – SCHOOL DAY

A. Lunch Period20
B. Planning Time20
C. Half Days and Institute Days20
D. Training20
E. Response to Intervention21
F. Special Educator Work Load21
G. Grant Writing21

ARTICLE XII – RECOGNITION OF TEACHING EXPERIENCE

A. Out-of-District Experience22-23
B. In-District Experience23

ARTICLE XIII – GRIEVANCE PROCEDURES

B. Definitions24
C. Procedure for Adjustment of Grievance24-25

ARTICLE XIV – TEACHER LEAVES

A. Sick Leave.....29
B. Personal Leave30
C. Professional Leave.....30
D. Sabbatical Leave for Teachers Only31
E. Leave of Absence without Pay31
F. Military Leave31

ARTICLE XV – COMPENSATION

A. Salary Schedules32
B. Salary32
C. Longevity32
D. Tuition and Professional Growth33-34
E. Pay for Unused Sick Leave34

ARTICLE XVI – FRINGE BENEFITS

A. Hospitalization and Dental.....35
B. Life Insurance.....35
C. Influenza Immunization35
D. Salary Reduction Plan.....36-37
E. Pay for Unused Sick Leave34

ARTICLE XVII – SERVICE RECOGNITION AT RETIREMENT FOR TEACHERS	38-40
ARTICLE XVIII – IN-SERVICE ACTIVITIES	41
ARTICLE XIX – SENIORITY AND REDUCTION IN FORCE (RIF) OF EDUCATIONAL SUPPORT PERSONNEL	
A. Educational Support personnel Seniority Defined	42
B. Educational Support Personnel Seniority List	42
C. Reduction-In-Force and Recall.....	42
ARTICLE XX – WORKING CONDITIONS – EDUCATIONAL SUPPORT PERSONNEL	
A. Work Day	43-44
B. Overtime.....	44
C. Work Year	44
D. Vacations	44-45
E. Holidays	45
F. School Closing	45
ARTICLE XXI – EDUCATIONAL SUPPORT PERSONNEL PERFORMANCE & DUTIES	
A. Job Descriptions.....	46
B. Probationary Period.....	46
C. Discipline.....	46
D. Evaluation of Educational Support Personnel	47-48
ARTICLE XXII – EDUCATIONAL SUPPORT PERSONNEL COMPENSATION & FRINGE BENEFITS	
A. Compensation	49
B. Hospitalization/Major Medical, Dental, and Life Insurance	49
C. Part-Time Educational Support Personnel	49
D. Wellness Benefit.....	49
E. Summer Work	50
F. Tuition Reimbursement for Support Staff Personnel	50
G. Educational Support Personnel Retirement	51-52
ARTICLE XXIII –DURATION OF THIS CONTRACT – SUCCEEDING NEGOTIATIONS AND RELATED TECHNICAL CLAUSES	
A. Duration of Contract	53
B. Date to Start Negotiations	53
C. Procedure During Negotiations	53
D. Time of Negotiations	53
E. Technical Clauses	54
F. Good Faith Performance	54
G. Contract Printing and Availability.....	54

LETTER OF UNDERSTANDING / ADVISORY PERIOD.....56
LETTER OF UNDERSTANDING / WORK DAY57
APPENDIX A – 2008-2009 SALARY SCHEDULE58
APPENDIX B – 2009-2010SALARY SCHEDULE59
APPENDIX C – 2010-2011 SALARY SCHEDULE60
APPENDIX D – 2011-2012 SALARY SCHEDULE61
APPENDIX E – SPORTS AND ACTIVITIES.....62
APPENDIX F – STARTING WAGES FOR EDUCATIONAL SUPPORT PERSONNEL.....63

PREAMBLE

The Board of Education of School District 71, Cook County, Illinois, hereinafter referred to as the "Board" and the Niles Council of Teachers, hereinafter referred to as the "Union", recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the district. Attainment of these educational objectives is a joint responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel, and the educational support personnel.

ARTICLE I - RECOGNITION

- A. The Board recognizes the Union, an affiliate of Local 1274, IFT/AFT, AFL-CIO, as the exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for all full-time and part-time professional instructional personnel including teachers, social workers, psychologists, certified school nurses, media specialists, and speech pathologists and all full- and part-time regularly employed non-certified school personnel including special education assistants, instructional assistants, secretaries, receptionists/public relations, building custodians, cooks, other cafeteria employees, and health staff; but excluding the Superintendent and Principals, the Superintendent's Secretary, the Bookkeeper, the Food Service Manager, the Director of Maintenance, the Technology Manager, the Extended Day Facilitator, Extended Day Facility employees, and all other managerial, supervisory, confidential and short-term employees as defined by the IELRA.

- B. The term "employee" used in this Agreement shall refer to all persons represented by the Union in the bargaining unit defined above. The term "teacher" shall refer only to certified educational employees such as classroom and special education teachers, social workers, psychologists, certified school nurses, media specialists, and speech pathologists.

- C. Any and all regularly-employed personnel shall not be discouraged from joining any organization.

ARTICLE II - NO CESSATION OF WORK

The Union hereby agrees that its bargaining unit members shall render full and complete services in the school district and shall not strike or engage in or support any activity or slow down which would disrupt the normal operation of the schools during the term of this Agreement.

ARTICLE III - BOARD RESPONSIBILITY

The Union recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of School District 71 to the full extent authorized by law and in accordance with this Contract.

ARTICLE IV - RIGHT TO ADMINISTER

- A. This Contract is not to supersede in any way Federal law, Illinois State Code or policies of the Board, not negotiated herein.

- B. The Administration has the right to develop rules and regulations for the execution of the above documents, provided these rules and regulations are not inconsistent with State Code or Board policy.

ARTICLE V - UNION RIGHTS AND RESPONSIBILITIES

- A. The Union and its duly authorized representatives shall have the privilege of using the school premises for meetings and the use of school office and reproduction equipment normally available to employees at such time and place as the Administration deems reasonable so as not to interfere with or disrupt normal school operation. Requests for the use of school equipment shall be directed to the Superintendent or his/her designee.
- B. Expenses incurred by the District because of the use of the District's facilities and equipment by the Union shall be charged to the Union at unit cost at the discretion of the Superintendent.
- C. The Union shall not engage in collective activities during school hours, excluding lunch time elections.
- D. The Union's views on matters relating to Administrator-employee or Board-employee relationships shall not be discussed in the presence of students.
- E. The Union may distribute its bulletins and newsletters in the employees' and administrators' personnel mail boxes and through email, providing that each bulletin and newsletter be under the heading of the Union. At the time of release a copy of any such bulletins and newsletters shall be presented to the Superintendent, President of the Board and Building Principals. All bulletins of the nature described in E. being distributed by the Union will now have a heading designating the person for whom it is intended. All employees shall have a district email address, computer access (in the staff lounge for employees who do not have an assigned classroom), and an assigned mail box in the office/workroom.

F. A bulletin board shall be designated for the Union by the Superintendent. It shall be supervised by the Union, and all articles shall be taken down at the end of the school year.

G. The Board shall provide to the President of the Union an up-to-date copy of its Policy Manual. Copies of new policies adopted by the Board shall be provided to the Union President.

H. **UNION DUES DEDUCTION**

The Board, upon receipt of a written authorization from an employee covered by this Agreement, shall deduct twice each month from October through May the employee's Union dues from his/her pay and remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. The Union shall certify the amount of the bi-monthly Union dues to be deducted.

I. **COPE DEDUCTION**

The Board, upon the receipt of a written authorization from an employee, shall deduct the authorized amount of an employee's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from his/her pay. This contribution shall be deducted from the last paycheck in October and forwarded to the Union no more than ten (10) working days after the payday for which such deduction is made.

J. **FAIR SHARE**

All employees who are not members of the Union, commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employee and remitted to the Union, provided, however, that:

1. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB); and
2. The Union has annually certified in writing to the Board (a) the amount of such fair share fee and (b) the fact that the notice required in (1) above has been posted.

The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of employees to object to the amount of the fair share fee and that such objections will be handled under rules and regulations now in effect or adopted later by the IELRB.

Should an employee file an objection with the IELRB as to the amount of the fair share fee, the Board shall continue to deduct the fee and transmit the portion of the fee in dispute to the IELRB, which shall hold that amount in escrow in an account established for that purpose. The Board shall continue to transmit all such amounts to the IELRB until further order of the IELRB. If an employee is entitled to a refund, said employee shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act (IELRA). If a non-member employee asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE VI - TEACHERS' INDIVIDUAL RIGHTS

A. An application with another prospective employer shall not in any way prejudice such applicant's status in his/her present position.

B. **NON-DISCRIMINATION**

Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures, or any other relationship, shall discriminate against any person in violation of Federal or Illinois law.

C. **FREEDOM TO JOIN OR NOT TO JOIN ORGANIZATIONS**

Employees and applicants shall not be encouraged to join or be discouraged from joining any organization representing District employees by Administrators or other representatives of the Board. Employees shall be free to join or not join any organization representing District employees without interference or penalty.

ARTICLE VII – EMPLOYEE INPUT

- A. A committee designated by the Union, may submit in writing to the Superintendent for consideration, educational and operational recommendations.

- B. The Superintendent, may present these recommendations to the Board of Education or. return them_with the Superintendent's comments.

ARTICLE VIII - EVALUATION OF TEACHERS

A. **EVALUATORS**

Evaluations of teachers shall be done by individuals who are legally qualified to do so. Such a qualified individual is hereinafter referred to as "evaluator."

B. **NOTIFICATION OF EVALUATORS AND EVALUATION PROCEDURES**

Within four (4) weeks after the beginning of each school year, or date of hire, if later, the Superintendent or designee shall inform teachers of the evaluation procedures and the formal evaluation instrument to be used as well as advising them as to who shall formally evaluate their performance. If there is a change of a teacher's evaluator during the school year, such teacher shall be notified as to who the new evaluator shall be at least ten (10) school days prior to any formal observation.

C. **FREQUENCY OF EVALUATIONS**

Non-tenured teachers shall be formally evaluated at least twice each school term. Tenured teachers shall be formally evaluated at least once biennially.

D. **BASIS OF EVALUATION**

Teacher performance shall be evaluated by fair, constructive, and objective criteria. A copy of the criteria used to evaluate teacher performance shall be submitted in writing to each teacher during the first week of the school year.

E. **ADVANCE NOTICE OF OBSERVATIONS**

When an evaluator plans to visit a teacher for the purpose of a formal observation, the evaluator shall notify the teacher at least one (1) school day before the formal observation unless mutually agreed upon by the teacher and the evaluator.

F. **OBSERVATION AND RECORDINGS OF TEACHERS' ACTIVITIES**

Electronic devices may be used to evaluate teachers in the classroom with the teacher's written consent. Their use for educational purposes is encouraged.

G. **CLASSROOM OBSERVATIONS**

Each formal evaluation shall be preceded by one (1) or more formal classroom observations totaling at least thirty (30) minutes, cumulative. Formal classroom observations shall be no less than thirty (30) minutes or the length of the class period or instructional activity, whichever is less. Minor deviations from such schedule shall still constitute a formal observation. Formal observations of teachers shall not be conducted the first three (3) or the last three (3) days of the school term or the day preceding or following Thanksgiving, winter and spring vacation unless mutually agreed upon by the evaluator and the teacher. A formal evaluation may also include informal observations taking place both in and out of the classroom.

H. **EVALUATION CONFERENCE**

Following each formal observation, the evaluator shall complete a written summary of the observation. Within ten (10) school days of the observation, the evaluator shall hold a conference with the teacher and provide him/her with a copy of the observation summary report. When a teacher is to be evaluated, the evaluator shall provide him/her with a copy of the written evaluation at the conference following the final formal observation. No sooner than two (2) and no later than ten (10) days after delivery of the written evaluation (however such timeline may be altered upon mutual agreement of the teacher and his/her evaluator), the evaluator shall conduct a conference with the employee regarding the written evaluation. This conference shall be held no later than twenty (20) school days prior to the end of the school term for tenured teachers and before the decision is made on the renewal of non-tenured teachers.

The evaluation conference shall include a discussion of the observation summary report and/or the written evaluation including strengths and weaknesses, and the evaluator shall identify deficiencies, if any, in the teacher's performance and make specific recommendations for improvement. Both the evaluator and the teacher shall sign all copies of the observation summary reports and the written evaluation. The signature of the teacher shall not necessarily indicate agreement with the observation summary report or the written evaluation, but rather, shall indicate that a conference has been held and that the teacher is in receipt of a copy of the observation summary report or the written evaluation.

I. **EVALUATION REBUTTAL**

Within twenty (20) school days after receiving a copy of the observation summary report and/or written evaluation, the teacher may submit a written objection which shall be attached to the report and/or evaluation. Both the teacher and the evaluator shall sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection.

J. **PERSONNEL FILE COPY**

A copy of all written evaluations and observation summary reports and any attached written objections shall be placed in the teacher's official personnel file.

K. **EVALUATION RATING**

A single overall composite rating of excellent, satisfactory or unsatisfactory shall be assigned to each tenured teacher evaluation by the evaluator.

L. **TEACHER EVALUATION COMMITTEE**

A teacher evaluation advisory committee, one-half (1/2) of which shall be teachers selected by the Union President and one-half (1/2) appointed by the Superintendent, shall be formed. The committee shall not exceed six (6) members. Upon the request of either the Union President or the Superintendent, the committee shall meet to review the formal evaluation instrument, criteria and procedures utilized in the District. The evaluation advisory committee shall submit its recommended changes in writing to the Board through the Superintendent and to the Union by April 30 of any school year in which the committee meets.

M. **COMPLAINTS AGAINST TEACHERS**

If there is a complaint regarding a teacher made to a Board member or to an administrator by a parent, student, or teacher, the complaining party shall be instructed to discuss the matter first with the teacher concerned, with the intention of resolving any difference.

ARTICLE IX - EMPLOYEE PERSONNEL FILES

A. OFFICIAL PERSONNEL FILES

The official personnel file shall be maintained by the Board and shall be the property of the Board. One major purpose of this file shall be to provide the employee with a specific location at which the employee can find any and all evaluations relating to the nature and quality of the employee's service and professional conduct.

B. Upon written request to the Superintendent, an employee may review the employee's own official personnel file except for confidential documents as defined by the State and Federal Records Act or the Right of Privacy Act.

C. THE RIGHT OF PRIVACY

Neither an employee's official personnel file nor any of its contents shall be copied or otherwise made known to other persons other than the district's Superintendent or building Principal without the employee's written permission, except as required by law.

D. Every employee shall be given a copy of any document pertaining to discipline or job performance which is added to the employee's official personnel file. A copy shall be given to the employee within five (5) working days after it has been inserted into the personnel files. An employee may reproduce, at the employee's own expense, any items in the employee's personnel file which are not confidential as defined in Section B above.

- E. Every employee shall have the right to add material to the employee's own official personnel file pertinent to the employee and to attach explanatory material to any document or piece of material originating in this district, provided the employee has submitted such material within twenty (20) school days of his/her receipt of the original document. A copy of the explanatory material added by the employee shall be sent to the originator.

ARTICLE X — TEACHING ASSIGNMENTS AND TRANSFERS

- A. The Superintendent and Administrator(s) shall make teaching assignments. In making such assignments, the Administration shall consider the teacher's background and preparation.

- B. Each teacher shall be notified in writing of his/her teaching and other responsibilities, if any, for the coming school year as soon as possible. Said notice may be subject to change when extenuating circumstances warrant.

- C. When vacancies occur, notice of the vacancy shall be posted. Any qualified District #71 teacher may apply in writing for that position. District #71 teacher applicants shall be notified when the position has been filled.

ARTICLE XI – TEACHER SCHOOL DAY

A. **LUNCH PERIOD**

Each teacher shall have a duty free lunch period of no less than thirty (30) consecutive minutes.

B. **PLANNING TIME**

Teachers shall be required to be present in the school building during planning periods unless specifically approved by an Administrator and/or Superintendent to leave.

C. **HALF DAYS AND INSTITUTE DAYS**

1. Students will be dismissed at 11:30am on half days. Following the duty free lunch period and no sooner than 12:15pm, the afternoon session for teachers will begin. On these days, the time designated by the Superintendent shall be devoted to in-service, committee work and special meetings. The parties may mutually agree to eliminate a scheduled half day when practical or necessary.
2. Teachers shall be required to remain in the building on Half Days and Institute Days. Exceptions may be made with the approval of an Administrator and/or the Superintendent.
3. Half Days and Institute Days shall be planned by the faculty and Administrator(s) and approved by the Superintendent.

D. **TRAINING**

The Board, upon recommendation of the Superintendent, shall authorize in-service training, workshops and meetings to be conducted prior to and subsequent to the implementation of new courses of study or new methods in teaching a particular academic area.

E. **RESPONSE TO INTERVENTION**

Recommendations of the Rtl committee which may impact employee working conditions shall be presented to the Union prior to implementation.

F. **SPECIAL EDUCATOR WORK LOAD**

In accordance with Section 226.735 of the Illinois Administrative Code, the Superintendent and the Union will cooperate in the plan development regarding the work load of special educators. -The meeting shall occur in the spring of 2009.

F. **GRANT WRITING**

An employee who has been assigned to work on grant writing for District programs shall be given adequate release time to complete the grant. Such release time shall be mutually agreed to by the Superintendent and the Employee. The District will inform the Union which employees are involved.

ARTICLE XII - RECOGNITION OF TEACHING EXPERIENCE

A. **OUT-OF-DISTRICT EXPERIENCE**

Teachers with teaching experience in schools, supported by general tax or private schools, approved by the Board of Education shall be entitled to credit for experience as follows:

- One full year experience Credit for one year
- Two full years experience..... Credit for two years
- Three years experience..... Credit for three years
- Four years experience..... Credit for four years
- Five years experience Credit for five years

Experience in excess of five years outside this School District shall be granted only on the basis of even instead of odd years, and on the basis of the next lowest numbered even years as follows:

- Six years experience Six years credit
- Seven years experience..... Six years credit
- Eight years experience..... Seven years credit
- Nine years experience..... Seven years credit
- Ten years experience..... Eight years credit
- Eleven years experience Eight years credit
- Twelve years experience..... Nine years credit
- Thirteen years experience..... Nine years credit
- Fourteen years experience..... Ten years credit
- Fifteen years experience Ten years credit

A maximum of Step 11 will be allowed if a teacher is employed with more than 15 years of experience.

A transcript and teaching record will be the only recognized proof of qualification, a copy of which must be on file in the office of the Superintendent.

B. **IN-DISTRICT EXPERIENCE**

A full time teacher hired prior to November 1 during any school year shall be entitled to credit for one year's teaching experience in the following year for determination of the appropriate number of years of experience in the district.

ARTICLE XIII - GRIEVANCE PROCEDURES

A. The primary purpose of this procedure is to secure at the lowest level possible equitable solution to the problems of the parties.

B. **DEFINITIONS**

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

2. A grievant shall be defined as:

- a. An individual employee
- b. A group of employees having the same grievance, or
- c. The Union

3. A council representative shall be defined as a member of the Union of District #71.

C. **PROCEDURE FOR ADJUSTMENT OF GRIEVANCE**

1. **Informal conference - Step 1**

- a. A grievance shall first be discussed with the immediate supervisor by the grievant within ten (10) working days after the alleged grievance occurred, with the object of resolving the matter informally.
- b. The decision on the resolution of the grievance at the stage shall be made within ten (10) working days after the informal discussion.

2. **Formal method**

a. **Immediate Supervisor level - Step 2**

1. In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the Immediate Supervisor, no later than twenty-five (25) working days following the act or condition which is the basis of the grievance.

2. Within ten (10) working days after receiving the grievance, the Immediate Supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the grievant and one (1) copy to the Superintendent.

b. **Superintendent level - Step 3**

1. Within ten (10) working days after receiving the decision of the Immediate Supervisor, an appeal from the decision may be made to the Superintendent. The appeal shall be in writing and shall set forth specifically the act or conditions and the grounds on which the grievance is based and shall be accompanied by a copy of the decisions at Step 1 and Step 2.

2. The Superintendent shall meet and confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Participants in this conference shall be the grievant, the Immediate Supervisor, and a Council representative of the Union, if the grievant so desires. Within fourteen (14) working days after receiving the appeal, the Superintendent shall communicate his/her decision, in writing, together with supporting reasons, to the Board, the Immediate Supervisor, and to the grievant.

c. **Board level - Step 4**

1. Within ten (10) working days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board.

This appeal shall be in writing and shall be accompanied by copies of the appeal at Step 3 and of the decision at Step 3.

2. The appeal to the Board shall be presented to it at its next regular meeting. The Board, at that time, shall designate a place, date and time when it will consider the appeal. The date shall be agreeable to the grievant and shall be set within fifteen (15) days after the appeal is presented to the Board.

Said meeting, mutually agreed upon, shall be either at a regular, adjourned, or a special meeting. Persons authorized to speak and to discuss matters at such meeting shall be the Superintendent of Schools, the Immediate Supervisor, the members of the School Board, School Board Attorney, the Teachers, the educational support personnel; and a Council representative, or counselor, or both, appointed or designated by the grievant.

3. The Board shall deliver its written answer, with supporting reasons to the Union president and the aggrieved employee, if any, within ten (10) working days after the appeal hearing.

d. **Binding Arbitration – Step 5**

Appeal of the Board's decision by the Union must be filed with the American Arbitration Association within thirty (30) days of the Step 4 Decision. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.

The mutually incurred costs of arbitration, except for the Union's filing fee, shall be borne equally by the Board and the Union. The Arbitrator shall have no power to alter the terms of this Agreement. The Arbitrator's decision shall be final and binding on the parties.

- D. Employees shall be free to lodge and to persevere in a grievance without interference or penalty.

- E. All documents, communications, and records dealing with the processing of a grievance shall be filed in the employee's official personnel file.
- F. Grievance hearings and discussions shall be conducted at the convenience of all parties concerned.
- G. The parties may mutually agree to skip steps 1, 2, 3 or 4 of this article and/or proceed directly to step 5.
- H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step. The time limits for decisions may be extended in any specific instance if circumstances so warrant and are agreed upon mutually.

ARTICLE XIV - TEACHER LEAVES

A. SICK LEAVE

The Board shall grant its full-time employees sick leave provisions not less in amount than shown below at full pay in each school year. Part-time employees shall be granted sick leave on a prorated basis.

Unused sick leave shall accumulate without limit.

- Years one (1) through five (5) of employment: Eleven (11) days each year
- Years six (6) through ten (10) of employment: Thirteen (13) days each year
- Beyond eleven (11) years of employment: Fifteen (15) days each year

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, domestic partners, fiancé, and ex-spouse. The Board may require a physician's certificate, 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 of pay during leave after an absence of three (3) consecutive school days for personal illness, or as it may deem necessary in other cases.

Up to five days of sick leave per year shall be available for use as bereavement leave for aunts, uncles, cousins, nephews, and nieces. These days are available only after all personal leave has been exhausted.

If, by reason of any change in the boundaries of school districts, or by reason of the creation of a new school district, the employment of employee is transferred to a new or different board, the accumulated sick leave of such employee is not thereby lost, but is transferred to such new or different district.

B. **PERSONAL LEAVE**

Each full-time employee shall be granted yearly personal leave, without deduction of pay, on the following basis:

First (1st) and second (2nd) years of full-time service in district - two (2) days

Third (3rd) year or more of full-time service in district - three (3) days

Part-time employees shall be granted yearly personal leave on a prorated basis.

No personal leave days shall be approved one day before or one day after a legal or Board-declared holiday unless specifically approved by the Superintendent. Unused personal leave shall accumulate as sick leave.

C. **PROFESSIONAL LEAVE**

Employees shall be granted, without loss of pay, leaves to participate in professional activities only upon approval of the Superintendent and the Board of Education. Employees must submit requests for professional leave one month in advance of leave date and justify its value to the educational program.

D. **SABBATICAL LEAVE FOR TEACHERS ONLY**

See Chapter 105 - Illinois Compiled Statutes, the School Code, ACT 5 Section 24-6.1 (105 ILCS 5/24-6.1).

E. **LEAVE OF ABSENCE WITHOUT PAY**

An employee shall be granted a leave of absence without pay only if approved by the Superintendent and the Board, for the following reasons:

1. Prolonged illness
2. Needed rest
3. Necessities of the home and allied reasons
4. Continued study and educational advancement

5. Where such absence would beneficially contribute to education in the Niles Elementary Schools.

Requests for leave without pay shall be filed with the Superintendent, who may or may not recommend it to the Board. Whenever possible, the leave should be requested one month prior to the leave date. Upon return, an employee shall be assigned to the former position, or equivalent to that formerly occupied, in the district.

F. **MILITARY LEAVE**

In addition to the benefits in the federal and state Military Leave Acts, any employee now employed in District No. 71 who shall be called into the service would not lose any seniority rights and would retain the same place on the regular schedule upon such employee's discharge, providing that this employee returns to this school district commencing with the next regular school year.

ARTICLE XV – TEACHER COMPENSATION AND FRINGE BENEFITS

A. **SALARY SCHEDULES**

B. **SALARY**

The salary schedules in Appendices A-D are for one hundred eighty-three (183) school work days. The Board shall compensate teachers for each day in excess of one hundred eighty-three (183) work days at the rate of 1/183th of their scheduled salary.

C. **LONGEVITY**

In addition to the salaries provided for in the step-by-step basic salary schedule, an additional amount shall be given for each year above the 17th step for a maximum of seventeen (17) years accumulation as shown below:

Year	Amount
2008-2009	\$525
2009-2010	\$550
2010-2011	\$550
2011-2012	\$575

D. **TUITION AND PROFESSIONAL GROWTH**

1. Teachers of District #71 may take courses through teachers' colleges or universities accredited by the North Central Association. All courses taken prior to the master's degree should be applicable to the master's degree. Courses taken after completion of the master's degree should be at the graduate level but do not have to apply to the next higher degree. Those courses that do not apply to a master's degree which teachers take to improve their teaching techniques and which may prove beneficial to the students may receive special Board of Education approval.
2. All courses taken for professional growth credit (i.e., which apply to a change in the salary schedule) must be submitted in writing to the Superintendent and approved by the Board of Education prior to the enrollment in such courses.
3. All earned semester hours of credit for approved courses are to be applied to the salary schedule once at the beginning of each school year based upon receipt of the official transcripts by the Superintendent not later than October 1 of each year.
4. The Board shall compensate for such courses on the following basis:

One (1) to two (2) years inclusive, employment – fifty percent (50%) of the cost of the tuition per course;

Three (3) to six (6) years inclusive, employment – seventy-five percent (75%) of the cost of the tuition per course;

Over six (6) years employment - one hundred percent (100%) of the cost of the tuition per course;

The Board compensation shall be to a maximum of two thousand dollars (\$2,000.00) per teacher per 12-month period from September 1 to August 31.

E. **PAY FOR UNUSED SICK LEAVE**

A teacher retiring at age fifty-five (55) or older shall receive fifty dollars (\$50.00) per day for each unused sick day above one hundred seventy (170) that is not used for service credit for TRS retirement. This amount shall be added to the teacher's final paycheck and shall be considered part of the teacher's final year's salary. Teachers shall receive such payments so as not to create a penalty for the Board. Payment or any portion thereof which shall cause the annual earnings to exceed six (6%) over prior year's earnings shall be paid in a post retirement lump sum payment no sooner than 30 days after the date of retirement.

ARTICLE XVI - FRINGE BENEFITS

A. **HOSPITALIZATION AND DENTAL**

The Board of Education shall pay eighty percent (80%) of a group type dental plan mutually agreed upon by the Union and the Board.

The Board of Education shall pay the following contributions to a group type hospitalization plan:

<u>Year</u>	<u>Single Plan</u>	<u>Family Plan</u>
2008-2009	80%	79%
2009-2010	80%	78%
2010-2011	80%	77%
2011-2012	80%	77%

B. **LIFE INSURANCE**

The Board shall pay the premium for term life insurance and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000) per employee.

C. **INFLUENZA IMMUNIZATION**

The Board of education shall reimburse the employee for the cost of annual influenza vaccines and physician's services necessary to immunize for the various types of influenza not to exceed thirty dollars (\$30).

D. **SALARY REDUCTION PLAN**

The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code of 1986 as amended (“Code”). If at any time, Code Section 125 or its related regulations are amended, the parties shall promptly revise the plan to comply with the amendment(s).

An employee may elect to participate by choosing to receive benefits for the purposes set forth below and in the amounts specified. The total amount elected shall be deducted from each employee’s compensation along with the deduction of contributions to the Illinois Teachers’ Retirement System or Illinois Municipal Retirement Fund which may be required on such salary reduction plan payments.

Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

1. Premiums for group health insurance.
2. Reimbursement for the amount of medical care expenses not covered by insurance or otherwise, as defined in Code Section 213, up to maximum of fifteen thousand dollars (\$15,000).
3. Reimbursement for dependent care assistance as defined in Code Section 129, up to a maximum of five thousand dollars (\$5,000.00), or two thousand five hundred dollars (\$2,500.00) if a married participant files a separate return.

4. Premiums for group term life insurance equal to nearest thousand dollar increment of salary, up to fifty thousand dollars (\$50,000).

The amounts designated may not be changed during the plan year except on account of a change in the participant's family status or other circumstance provided in Code Section 125 or its related regulations. Any amount designated for reimbursement which remains unused at the end of a plan year shall be forfeited and not otherwise paid to the employee during that year, or carried over to a succeeding plan year.

The total amount(s) of the benefits elected pursuant to the plan shall be deducted in equal amounts from the employee's salary payments during the plan year, unless otherwise specified.

Claims for reimbursement may be submitted no more than once per month, unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

The Board shall pay the initial set-up fee. Employees participating in the plan shall pay any subsequently required individual monthly fees, including any administrative expenses.

ARTICLE XVII – SERVICE RECOGNITION AT RETIREMENT FOR TEACHERS

A teacher with at least fifteen (15) years of full-time or part-time teaching service in School District 71 at the time of retirement shall be eligible for the following increased salary benefits, provided that he/she is eligible to receive pension benefits through the Teachers' Retirement System (TRS) of the State of Illinois:

1. If, during the terms of this Agreement, an irrevocable notice of intent to retire is submitted to the Superintendent by December 15th, at least five (5) years in advance of retirement, the teacher's District 71 salary shall be increased by six percent (6%) over his/her prior year's District 71 salary in each of his/her final five years of service. If a retiring teacher gives fewer than five (5) years notice, the teacher's salary shall be increased by six percent (6%) of his/her prior year's District 71 salary in as many years as the teacher remains teaching. For example, a teacher giving a three (3) year notice shall have his/her salary increased by six percent (6%) of his/her prior year's District 71 salary for each of the final three (3) years.
2. In calculating the teacher's prior year's District 71 salary for this benefit, the teacher's salary (which shall include only the salary schedule cell and longevity increases) and any activity stipend earned will be considered separately. If, as part of the prior year's compensation, the teacher earned a stipend, he/she may continue to earn it (or another of equal value) at the contractual stipend rate. If the teacher ceases to participate in a stipend activity or earns a stipend of a lesser value, he/she may not increase his/her stipend earnings in subsequent years if it would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 6%. A teacher also may not earn a stipend of greater value if it would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 6%.

3. Eligibility for increased salary benefits under this plan shall be limited to only those teachers who agree to retire no later than the first year in which they are eligible for full retirement benefits under TRS regulations, and in which the Board avoids any ERO penalty under TRS regulations. No teacher shall be eligible for these benefits if they have previously become eligible for full retirement benefits under TRS regulations.
4. The Board shall have the right to limit participation in this program to three (3) applicants annually. In the event that there are more than three (3) applicants for retirement benefits in a given year, applications will be approved on the basis of district seniority. A teacher who has had his/her application rejected on the basis of seniority shall be permitted to retire with all the above referenced benefits at the earliest subsequent opportunity that the teacher's seniority permits. The Board shall notify each applicant concerning the disposition of his/her application no later than February 15th following receipt of the application.
5. In the event any provisions of this Article shall at any time result in an increase in the District's contractual expense or liability exposure due to any action at the State or Federal government level, then the parties will meet to negotiate more desirable alternatives to the above provisions and replacement language will be mutually agreed to by the parties. The parties agree and intend that increases in TRS creditable earnings under this Article shall not exceed 6% under any circumstances.
6. The Service Recognition at Retirement benefits listed above are available only during this 2008-2012 contract. Teachers accessing the benefits of paragraph 1 must retire no later than the end of the 2015-2016 school term.

7. Teachers who access the Service Recognition benefit and qualify under Article XVI (E)-Fringe Benefits: Pay for Unused Sick Leave, shall receive payment on the first pay date following the final pay date on which regular earnings are paid, so that the final year's TRS creditable earnings do not exceed the previous year's TRS creditable earnings by more than 6%.

ARTICLE XVIII – IN-SERVICE ACTIVITIES

A. In-service activity shall be defined as curricular meetings, articulation, judging academic contests, field trips which extend beyond the normal work day and other activities which may be designated and approved by the Administration or the Board of Education.

B. In-service work shall be compensated as follows:

- \$12.00 maximum food allowance where applicable - travel allowance per IRS rate

Hourly rates in accordance with the following schedule

\$25.00 for the 2008-2009 school year

\$26.00 for the 2009-2010 school year

\$27.00 for the 2010-2011 school year

\$28.00 for the 2011-2012 school year

- Educational Support Personnel shall be paid for actual attendance at the regular hourly rate unless and until the overtime rate applies

C. The employee should participate in their respective subject areas only, with prior Board approval, and with a maximum of only one official meeting per month per employee.

ARTICLE XIX – SENIORITY AND REDUCTION IN FORCE (RIF) OF EDUCATIONAL SUPPORT PERSONNEL

A. **Educational Support Personnel Seniority Defined**

Seniority shall be defined as the length of continuous service as an employee of the Board, including all paid leaves of absence, but excluding unpaid leaves of absence of ninety (90) or more consecutive employment days unless such leave of absence shall be due to a job-related disability or injury. Seniority shall be computed as employment days.

B. **Educational Support Personnel Seniority List**

The Board shall furnish the Union with an annual Educational Support Personnel seniority list by February 1st order of their District seniority. All employees covered by this Agreement shall be divided into categories: (1) special education assistants (2) building custodians (3) cooks (4) other cafeteria (5) Secretaries (6) Receptionist/Public Relations (7) Health Staff (8) Instructional Assistants . An employee who moves from one category to another shall not suffer a loss in seniority. Certified teaching staff shall have a separate seniority list per Article XII, Section B of this Agreement.

C. **Reduction-In-Force (RIF) and Recall**

For the purposes of reduction-in-force and/or recall of employees, the educational support personnel shall be divided among the categories found in section 19.2 of this article. Upon the decision of the School Board to reduce the number of employees, reduction in force shall be in accordance with Section 10-23.5 of the School Code (105 ILCS 5/10-23.5). An employee who may be subject to a reduction-in-force may apply for any District openings in other categories and shall be given an interview prior to outside candidates

ARTICLE XX – WORKING CONDITIONS – EDUCATIONAL SUPPORT PERSONNEL

A. Work Day

The normal full-time work hours for teacher assistants are 6.75 hours per day. Additionally, teaching assistants have an unpaid thirty (30) minute lunch period. Teacher assistants are required to attend all teacher in-service days and parent teacher conferences. Any employee working at least five hours per day in one or more category shall have a thirty (30) minute unpaid duty free lunch.

The normal full-time work hours for building custodians are eight (8) hours including one paid fifteen (15) minute break. Additionally building custodians have an unpaid thirty (30) minute duty free lunch period. Any employee working at least five (5) hours per day in one or more category shall have a thirty (30) minute unpaid duty free lunch period.

The normal full-time work hours for cooks and other cafeteria employees are six (6) hours including one paid fifteen (15) minute break. Additionally cooks and other cafeteria employees have an unpaid thirty (30) minute duty free lunch period. Any employee working at least five (5) hours per day in one or more category shall have a thirty (30) minute unpaid duty free lunch

The normal full-time work hours for secretaries and receptionist/ public relations are eight (8) hours. including one paid fifteen (15) minute break. Additionally, secretaries have an unpaid thirty (30) minute duty free lunch period. Any employee working at least five hours per day in one or more category shall have a thirty (30) minute unpaid duty free lunch.

The normal full time work hours for health staff are 6.75 hours per day. Additionally, health staff have an unpaid thirty (30) minute duty free lunch period. Health staff are not required to eat lunch in the health office. Any employee working at least five hours per day in one or more category shall have a thirty (30) minute unpaid duty free lunch. Health staff are required to work normal hours on teacher in-service days and parent teacher conferences plus two additional days per year.

B. **Overtime**

All hourly employees shall be paid one and one-half (1-1/2) times their hourly rate for hours worked in excess of 40 hours per week. In the event an employee works in more than one category and is paid at different rates of pay, blended overtime shall be used in determining the overtime rate.

C. **Work Year**

The Board shall notify all educational support personnel who work less than a full calendar year (260 days) of their anticipated work schedule for the following school term at least fifteen (15) calendar days prior to the start of each school term.

D. **Vacations**

All 12 month employees (working at least 2080 hours per year) shall have the following paid vacation days per fiscal year. Vacation days shall be credited on July 1 of each year.

Having completed 1-5 years of District Service as of July10 days

- Having completed 6-15 years of District Service as of July ...15 days
- Over 15 years of service.....one day for each additional year of work to a maximum of twenty-five (25) vacation days

In the first year of employment, employees accrue two and a half (2.5) days per three calendar months to be used after accumulation.

Vacation time earned in one fiscal year shall be used by the end of the following fiscal year or the employee shall lose it.

Vacation time off request must be submitted to the employee's immediate supervisor on the approved request form.

E Holidays

All full-time twelve (12) month employees shall be granted the day off with pay for all school holidays designated by the Board at the time it establishes the school calendar.

When a holiday falls within a period of paid leave or vacation, the holiday leave or vacation shall not be deducted. An employee must have worked or been on authorized leave on the workday before and after the paid holiday to receive pay for the holiday.

F. School Closing

When school is canceled or shortened due to inclement weather or other emergencies, regular full-time twelve month employees shall not be required to work and shall suffer no loss or reduction in pay.

ARTICLE XXI –EDUCATIONAL SUPPORT PERSONNEL PERFORMANCE & DUTIES

A. Job Descriptions

The duties of educational support_personnel shall be defined in accordance with their job descriptions. Job descriptions shall be developed by the Administration with timely input from the Union and/or the employee. A copy of the applicable job description, once formulated, shall be provided to that employee within a reasonable time and upon request thereafter.

B. Probationary Period

All new employees shall be considered probationary employees until they complete a minimum probationary period of one hundred and eighty three (183) work days. During an employee's probationary period, the employee may be suspended, or dismissed at the sole discretion of the Board without recourse to the grievance and arbitration procedure.

C. Discipline

Each employee shall have the right to be accompanied by a Union representative at any investigatory conference and any disciplinary hearing where the employee reasonably believes that discipline may result. Reasonable advanced written notice of a disciplinary hearing including the charges being brought and the nature of the possible disciplinary action shall be given to the employee in question . In the event that the employee chooses someone other than a Union representative, the Union President shall be given notice of any disciplinary action taken within a reasonable period of time following the meeting. After the probationary period, an employee shall not be suspended without pay or dismissed without just cause. Disciplined probationary employees will not have access to the grievance procedure.

D. **EVALUATION OF EDUCATIONAL SUPPORT PERSONNEL**

1. **EVALUATION COMMITTEE**

A joint committee consisting of two (2) employees appointed by the Union President and two (2) administrators appointed by the Superintendent shall periodically review the evaluation instrument(s) and procedures utilized by the District to evaluate educational support personnel. Any changes recommended by the committee shall be submitted in writing to the Superintendent by April 30 of each school year. Changes shall take effect at the beginning of the next school year or at such other time as may be mutually agreed to by the parties.

2. **EVALUATION CONFERENCE**

Employees shall be formally evaluated by a certified evaluator in each of their first two (2) years of employment. Thereafter, formal evaluations shall be conducted biennially. Within thirty (30) days of the observation, which shall be no later than twenty (20) school days prior to the end of the school term, the evaluator shall furnish the employee with a copy of the written evaluation. No sooner than two (2) and no later than ten (10) days after delivery of the evaluation (however, such timeline may be altered upon mutual agreement of the teacher and his/her evaluator), the evaluator shall conduct a conference with the employee regarding the written evaluation. The written evaluation shall not be considered final until after the evaluation conference has been held.

Both the evaluator and the employee shall date and sign all copies of the written evaluation. The signature of the employee shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference has been held and that the employee is in receipt of the final written evaluation.

3. **PERSONNEL FILE COPY**

A copy of all written evaluations and any attached written rebuttals shall be placed in the employee's official personnel file

ARTICLE XXII –EDUCATIONAL SUPPORT PERSONNEL COMPENSATION & FRINGE BENEFITS

A. **COMPENSATION**

Educational support personnel shall have a wage increase of four and one half percent (4.5%) on July 1, 2008.

Educational support personnel shall have a wage increase of four and one half percent (4.5%) on July 1, 2009.

Educational support personnel shall have a wage increase of four and four tenths percent (4.4%) on July 1, 2010.

Educational support personnel shall have a wage increase of four and four tenths percent (4.4%) on July 1, 2010.

B. **Hospitalization/Major Medical, Dental, and Life Insurance**

Such benefits shall be in accordance with Article XVI of the agreement.

C. **Part-Time Educational Support Personnel**

The fringe benefits of Hospitalization/Major Medical Insurance, Life and Dental Insurance which apply to qualifying part-time educational support personnel employee shall be pro-rated. Educational support personnel must work twenty hours per week or more in order to receive group type hospitalization and group type dental insurance.

D. **WELLNESS BENEFIT**

Educational support personnel who do not qualify for District health insurance shall be granted a two hundred and fifty dollar (\$250.00) wellness benefit which shall be paid pro-rata in the regular paychecks through out the year.

E. **Summer Work**

Positions for temporary educational support personnel_summer jobs shall be posted for a period of no less than five (5) business days. Any educational support personnel who applies for a summer position shall be given an interview. Regularly employed educational support personnel shall be given preference over outside applicants provided they have the requisite skills to complete the work

F. **TUITION REIMBURSEMENT FOR SUPPORT STAFF PERSONNEL**

The Board shall compensate for such courses which will improve the knowledge and skills appropriate to the assigned position. The Board encourages educational support personnel staff to take courses offered by colleges, universities, associations and private companies. All requests for courses must be submitted in writing to the Superintendent and approved by the Board of Education prior to enrollment in such courses.

The Board shall compensate for such courses on the following basis:

- One (1) to two (2) years inclusive, employment-fifty percent (50%) of the tuition of the course;
- Three (3) to six (6) years inclusive, employment-seventy-five percent (75%) of the cost if the tuition per course;
- Over six (6) years employment-one hundred percent (100%) of the cost of the tuition per course;

The Board compensation shall be to a maximum of one thousand dollars (\$1,000) per ESP employee per 12-month period from September 1 through August 31.

The Board may consider compensation at one hundred percent (100%) in those instances when the District initiates a new program or service which would require mandatory training or updating.

G. EDUCATIONAL SUPPORT PERSONNEL RETIREMENT

A. Staff members who intend to retire shall submit written notice to the Board of Education at least thirty (30) days before the intended date of retirement. In general, staff retirements shall be submitted and accepted to be effective at the close of a fiscal year, namely, June 30th.

A staff member who retires and who:

1. has reached his/her 55th birthday and
2. has ten (10) years or more experience in District 71

may apply for a “Service Recognition award”. The “Service Recognition Award” shall consist of an amount equal to the percentage as determined from the table below of the accumulated sick days at the person’s full daily rate of pay not to exceed \$30.00 per day.

Years of Service in District 71	Percentage of Accumulated Sick Days
10	25%
11	30%
12	35%
13	40%
14	45%
15 and over	50%

Acceptance of the "Service Recognition Award" shall disqualify the person from applying the accumulated sick days toward service credit with the Illinois Municipal Retirement Fund.

- B. following benefits contained in 22.8.B. shall cease at the end of the 2008-2012 Agreement. The parties agree not to revisit this issue in subsequent contact negotiations.

A staff member who retires and who:

has reached his/her 60th birthday and
has 15 years or more experience in District 71

may enroll in the individual or family medical, dental and life insurance programs contingent upon the insurance carrier's approval. The School Board may pay fifty percent (50%) of the individual benefit premium until age 65 or until the person is eligible for Medicare, whichever comes first.

**ARTICLE XXIII - DURATION OF THIS CONTRACT -
SUCCEEDING NEGOTIATIONS AND RELATED
TECHNICAL CLAUSES**

A. **DURATION OF CONTRACT**

This Contract shall be in effect as of July 1, 2008 and shall continue in full force and effect until June 30, 2012.

B. **DATE TO START NEGOTIATIONS**

The Board and the Union agree to start negotiations not later than February 1, 2012 in accordance with the procedure set forth herein to secure a Successor Contract where there has been notification of interest to renegotiate.

C. **PROCEDURE DURING NEGOTIATIONS**

During negotiations, the Board and the Union shall exchange points of view, and proposals and counter-proposals. The Board shall make available to the Union for inspection all official financial records of the Board relating to negotiable items. Either party may utilize the services of outside consultants and/or lay representatives to assist in negotiations.

D. **TIME OF NEGOTIATIONS**

The time for negotiations shall be established by mutual agreement between the parties.

E. **TECHNICAL CLAUSES**

1. **Separability**

In the event that any provisions of this Contract is or shall at any time be contrary to law, all other provisions of this Contract shall continue in effect.

2. **Conformity to Law**

No provision of this Contract shall abrogate the statutory rights, duties, and responsibilities of the Board.

F. **GOOD FAITH PERFORMANCE**

The Board, with its representatives, and the Union, with its representatives, mutually agree to carry out the performance of this Contract in good faith. The Board and the Union further agree to comply faithfully with case and statute law of the State of Illinois, the Illinois School Code, and the Policy of the Board. If any provision of this Contract is or shall at any time be contrary to law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

G. **CONTRACT PRINTING AND AVAILABILITY**

The Union shall be responsible for the final preparation and printing of the final Agreement. The parties shall agree to the number of copies to be printed such that each existing and potential new member will have a hard copy, and their shall be a PDF and electronic file for the Board of Education and Administration will have a copy, and Local 1274 will have two copies. Each party shall contribute half (½) the cost of printing this Agreement.

H. This Contract is signed this _____ day of _____, 2008.

IN WITNESS THEREOF:

For the NILES COUNCIL OF TEACHERS,
Local 1274,
IFT/AFT, AFL-CIO

For the BOARD OF EDUCATION,
NILES ELEMENTARY SCHOOLS,
DISTRICT NO. 71,
Cook County, IL

Co-President

President

Co-President

Secretary

Secretary

LETTER OF UNDERSTANDING

ADVISORY PERIOD

The advisory period shall be replaced with a thirteen (13) minute homeroom at the beginning of the second semester of the 1994-95 school year. Each of the other periods shall be increased by one (1) minute.

IN WITNESS THEREOF:

For the NILES COUNCIL OF TEACHERS,
Local 1274,
IFT/AFT, AFL-CIO

For the BOARD OF EDUCATION,
NILES ELEMENTARY SCHOOLS,
DISTRICT NO. 71,
Cook County, IL

President

President

Secretary

Secretary

MEMORANDUM OF UNDERSTANDING

WORKDAY FOR EMPLOYEES HIRED ON OR BEFORE JUNE 6, 2008

Teacher assistants hired and working on or before June 6, 2008 shall be paid for 7.25 hours per work day.

Health Staff hired and working on or before June 6, 2008, shall be paid for 7.25 hours per work day.

Teacher assistants and health staff hired after June 6, 2008 hours shall be paid in accordance with section 20.1 of the Agreement.

IN WITNESS THEREOF:

For the NILES COUNCIL OF TEACHERS,
Local 1274,
IFT/AFT, AFL-CIO

For the BOARD OF EDUCATION,
NILES ELEMENTARY SCHOOLS,
DISTRICT NO. 71,
Cook County, IL

President

President

Secretary

Secretary

APPENDIX A

NILES ELEMENTARY SCHOOL DISTRICT 71

2008-2009 SALARY SCHEDULE

Step	BA Degree	BA + 15 Cr.Hrs.	MA Degree	MA + 15 Cr.Hrs.	MA + 30 Cr.Hrs.
1	\$ 44,124	\$ 48,968	\$ 53,074	\$ 58,061	\$ 61,880
2	\$ 45,158	\$ 49,910	\$ 53,699	\$ 58,788	\$ 62,628
3	\$ 46,223	\$ 50,924	\$ 54,354	\$ 59,474	\$ 63,252
4	\$ 47,299	\$ 51,814	\$ 55,142	\$ 60,191	\$ 64,015
5	\$ 48,312	\$ 52,910	\$ 56,259	\$ 61,112	\$ 65,024
6	\$ 49,449	\$ 53,934	\$ 57,395	\$ 62,188	\$ 66,171
7	\$ 50,586	\$ 55,101	\$ 58,634	\$ 63,293	\$ 67,461
8	\$ 51,784	\$ 56,463	\$ 60,088	\$ 64,573	\$ 68,823
9	\$ 53,053	\$ 57,876	\$ 61,614	\$ 65,925	\$ 70,185
10	\$ 54,385	\$ 59,331	\$ 63,201	\$ 67,379	\$ 71,608
11		\$ 60,938	\$ 64,911	\$ 69,069	\$ 73,042
12		\$ 62,638	\$ 66,642	\$ 70,881	\$ 74,639
13		\$ 64,532	\$ 68,444	\$ 72,694	\$ 76,349
14		\$ 66,447	\$ 70,287	\$ 74,609	\$ 78,244
15			\$ 72,274	\$ 76,544	\$ 80,220
16			\$ 74,363	\$ 78,520	\$ 82,289
17			\$ 76,585	\$ 80,650	\$ 84,777

APPENDIX B

NILES ELEMENTARY SCHOOL DISTRICT 71

2009 – 2010 SALARY SCHEDULE

Step	BA Degree	BA + 15 Cr.Hrs.	MA Degree	MA + 15 Cr.Hrs.	MA + 30 Cr.Hrs.
1	\$ 45,293	\$ 50,265	\$ 54,480	\$ 59,599	\$ 63,520
2	\$ 46,355	\$ 51,232	\$ 55,122	\$ 60,346	\$ 64,287
3	\$ 47,448	\$ 52,273	\$ 55,794	\$ 61,050	\$ 64,929
4	\$ 48,552	\$ 53,187	\$ 56,604	\$ 61,786	\$ 65,712
5	\$ 49,593	\$ 54,312	\$ 57,749	\$ 62,732	\$ 66,747
6	\$ 50,759	\$ 55,363	\$ 58,916	\$ 63,835	\$ 67,924
7	\$ 51,926	\$ 56,562	\$ 60,188	\$ 64,971	\$ 69,249
8	\$ 53,156	\$ 57,960	\$ 61,681	\$ 66,285	\$ 70,647
9	\$ 54,459	\$ 59,410	\$ 63,247	\$ 67,672	\$ 72,045
10	\$ 55,826	\$ 60,903	\$ 64,876	\$ 69,165	\$ 73,506
11		\$ 62,553	\$ 66,632	\$ 70,899	\$ 74,978
12		\$ 64,298	\$ 68,408	\$ 72,760	\$ 76,617
13		\$ 66,243	\$ 70,258	\$ 74,620	\$ 78,373
14		\$ 68,208	\$ 72,150	\$ 76,586	\$ 80,317
15			\$ 74,189	\$ 78,572	\$ 82,346
16			\$ 76,333	\$ 80,601	\$ 84,469
17			\$ 78,614	\$ 82,787	\$ 87,024

APPENDIX C

NILES ELEMENTARY SCHOOL DISTRICT 71

2010 – 2011 SALARY SCHEDULE

Step	BA Degree	BA + 15 Cr.Hrs.	MA Degree	MA + 15 Cr.Hrs.	MA + 30 Cr.Hrs.
1	\$ 46,494	\$ 51,597	\$ 55,924	\$ 61,179	\$ 65,203
2	\$ 47,584	\$ 52,590	\$ 56,582	\$ 61,945	\$ 65,991
3	\$ 48,706	\$ 53,658	\$ 57,273	\$ 62,668	\$ 66,649
4	\$ 49,839	\$ 54,597	\$ 58,104	\$ 63,423	\$ 67,453
5	\$ 50,907	\$ 55,751	\$ 59,280	\$ 64,394	\$ 68,516
6	\$ 52,104	\$ 56,830	\$ 60,477	\$ 65,527	\$ 69,724
7	\$ 53,302	\$ 58,061	\$ 61,783	\$ 66,692	\$ 71,084
8	\$ 54,565	\$ 59,496	\$ 63,315	\$ 68,041	\$ 72,519
9	\$ 55,903	\$ 60,985	\$ 64,923	\$ 69,465	\$ 73,954
10	\$ 57,305	\$ 62,517	\$ 66,595	\$ 70,998	\$ 75,454
11		\$ 64,211	\$ 68,397	\$ 72,778	\$ 76,964
12		\$ 66,002	\$ 70,221	\$ 74,688	\$ 78,648
13		\$ 67,998	\$ 72,120	\$ 76,598	\$ 80,450
14		\$ 70,016	\$ 74,062	\$ 78,615	\$ 82,446
15			\$ 76,155	\$ 80,655	\$ 84,528
16			\$ 78,356	\$ 82,737	\$ 86,708
17			\$ 80,698	\$ 84,981	\$ 89,330

APPENDIX D

NILES ELEMENTARY SCHOOL DISTRICT 71

2011 – 2012 SALARY SCHEDULE

Step	BA Degree	BA + 15 Cr.Hrs.	MA Degree	MA + 15 Cr.Hrs.	MA + 30 Cr.Hrs.
1	\$ 47,842	\$ 53,094	\$ 57,546	\$ 62,953	\$ 67,094
2	\$ 48,963	\$ 54,115	\$ 58,223	\$ 63,741	\$ 67,905
3	\$ 50,118	\$ 55,214	\$ 58,934	\$ 64,485	\$ 68,582
4	\$ 51,284	\$ 56,180	\$ 59,789	\$ 65,262	\$ 69,409
5	\$ 52,383	\$ 57,368	\$ 60,999	\$ 66,262	\$ 70,503
6	\$ 53,616	\$ 58,479	\$ 62,231	\$ 67,427	\$ 71,746
7	\$ 54,848	\$ 59,744	\$ 63,575	\$ 68,627	\$ 73,145
8	\$ 56,147	\$ 61,221	\$ 65,151	\$ 70,014	\$ 74,622
9	\$ 57,524	\$ 62,753	\$ 66,806	\$ 71,480	\$ 76,099
10	\$ 58,967	\$ 64,330	\$ 68,527	\$ 73,057	\$ 77,642
11		\$ 66,073	\$ 70,381	\$ 74,889	\$ 79,196
12		\$ 67,916	\$ 72,257	\$ 76,854	\$ 80,928
13		\$ 69,970	\$ 74,211	\$ 78,819	\$ 82,783
14		\$ 72,046	\$ 76,210	\$ 80,895	\$ 84,837
15			\$ 78,364	\$ 82,994	\$ 86,979
16			\$ 80,629	\$ 85,136	\$ 89,222
17			\$ 83,038	\$ 87,446	\$ 91,920

APPENDIX E

SPORTS AND ACTIVITIES

If offered, the sports and activities listed below shall be compensated at the following rates of pay:

7 th and 8 th grade BASKETBALL	TRACK	CHEERLEADING
Six and one-half percent (6½%) of Step 1 in the BA Lane Per Coach	Two and one-fourth percent (2¼%) of Step 1 in the BA Lane Per Coach	Four and one-half percent (4½%) of Step 1 in the BA Lane Maximum of One Coach

SOCCER/VOLLEYBALL	STUDENT COUNCIL	YEARBOOK
Four and one-half percent (4½%) of Step 1 in the BA Lane Per Coach (Township program only)	Five percent (5%) of Step 1 in the BA Lane PER MODERATOR (2)	Two and one-half percent (2½%) of Step 1 in the BA Lane Maximum of One Moderator

TEAM LEADERS	TEAM LEADERS	TEAM LEADERS
<u>5th-8th Grade</u> Five (5%) percent of Step 1 in the BA Lane	<u>S.S.T.</u> Five (5%) percent of Step 1 in the BA Lane	<u>C.A.T.</u> Five (5%) percent of Step 1 in the BA Lane

ALL OTHER BOARD APPROVED EXTRA DUTY ACTIVITIES	APPROVED COMMITTEE WORK FOR TEACHERS
\$25.00 in 2008-2009 \$26.00 in 2009-2010 \$27.00 in 2010-2011 \$28.00 in 2011-2012	\$25.00 in 2008-2009 \$26.00 in 2009-2010 \$27.00 in 2010-2011 \$28.00 in 2011-2012

Teachers shall have first opportunity for placement in the above positions. In the event no teachers take the position, such positions shall be open to qualified educational support personnel at such employee's regular hourly rate, up to a maximum of forty (40) total paid hours worked per work week, in accordance with state and federal overtime regulations.

APPENDIX F

Starting Wages for Educational Support Personnel

Classification	2008-2009	2009-2010	2010-2011	2011-2012
Health Staff	\$21.21	\$22.17	\$23.14	\$24.16
Other Cafeteria Employees	\$10.26	\$10.72	\$11.20	\$11.69
Cook	\$10.70	\$11.18	\$11.67	\$12.19
Cafeteria Custodians	\$9.04	\$9.45	\$9.86	\$10.30
Building Custodians	\$16.72	\$17.47	\$18.24	\$19.04
Instructional Assistants	\$13.06	\$13.65	\$14.25	\$14.88
Special Education Assistants	\$13.06	\$13.65	\$14.25	\$14.88
Principle Secretary	\$20.10	\$21.00	\$21.92	\$22.89
Assistant Principal's Secretary	\$19.33	\$20.20	\$21.09	\$22.02
Receptionist/Public Relations	\$17.24	\$18.02	\$18.81	\$19.64