AGREEMENT

Between

THE NILES TOWNSHIP HIGH SCHOOL DISTRICT 219
BOARD OF EDUCATION

And

THE NILES TOWNSHIP FEDERATION OF
TEACHERS AND SUPPORT STAFF

A COUNCIL OF THE NORTH SUBURBAN TEACHERS UNION
LOCAL 1274, IFT/AFT, CFL/AFL-CIO

2024-2028

NILES TOWNSHIP HIGH SCHOOL DISTRICT 219
7700 Gross Point Road Skokie, IL 60077

NILES TOWNSHIP FEDERATION OF TEACHERS AND SUPPORT STAFF
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PREAMBLE

The Parties to this AGREEMENT - The Board of Education, Niles Township High School District 219, Cook County, Illinois (hereinafter "BOARD") and the Niles Township Federation Of Teachers and Support Staff, A Council Of Local 1274, IFT/AFT, CFL/AFL-CIO (hereinafter collectively the "UNION") - agree and bind themselves to the terms and conditions contained within this AGREEMENT.

ARTICLE I - DEFINITIONS

The following terms when used in this AGREEMENT shall be defined as follows:

A. The term "**Employee**" shall mean an employee included in the bargaining unit set forth in the Preamble and covered by this AGREEMENT.

B. The term "**Full-Time Support Staff Employee**" shall mean a support staff employee whose position requires a minimum of one thousand six hundred fifty (1,650) hours of work during the fiscal year (July 1 through June 30).

C. The term "**Modified Time Support Staff Employee**" shall mean a support staff employee whose position requires a minimum of six hundred (600) but less than one thousand six hundred fifty (1,650) hours of work during the fiscal year (July 1 through June 30).

D. The term "**Full-Year Support Staff Employee**" shall mean a support staff employee whose position requires a minimum of two hundred twenty (220) days of work during the fiscal year (July 1 through June 30).

E. The term "**Modified-Year Support Staff Employee**" shall mean a support staff employee whose position requires less than two hundred twenty (220) days of work during the fiscal year (July 1 through June 30).

F. The term "**Board**", depending on the context in which the term is used, shall mean the Board of Education of Niles Township District 219, or its authorized representatives, or both.

G. The term "**Nurse**" refers to a Registered Nurse.

H. The term "**Teacher**" includes staff working under a professional education license (PEL) as classroom teachers, librarians, school nurses, counselors, social workers, psychologists, audio-visual coordinators, speech therapists, and special education teachers.

ARTICLE II - RECOGNITION

Teachers. The BOARD recognizes the UNION as the duly elected sole bargaining agent with respect to wages, hours, terms and conditions of employment for the teachers pursuant to its resolution of December 1, 1966.

Support Staff. The BOARD recognizes the UNION as the exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for the following support staff employees: paraprofessionals, secretaries and clerical workers, technology, maintenance employees, and pupil security employees. Covered "Employees" are defined as employees whose position requires a minimum of six hundred (600) hours of work during the fiscal year (July 1 - June 30). Specifically excluded from the bargaining unit are the various positions, including managerial, supervisory and confidential positions, specifically set forth in the Stipulation for Certification Upon Consent Election executed by the parties on May 24, 1984.

ARTICLE III - EMPLOYEE INDIVIDUAL RIGHTS

Section 1. NO DISCRIMINATION

In accordance with applicable federal and state law, neither the UNION, nor any officer or employee of the BOARD, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship, shall discriminate against any person on the basis of race, creed, color, sex, sexual orientation, marital status, age, handicap, disability, veteran status, ethnic or geographic background or national origin.

Section 2. FREEDOM TO JOIN OR NOT TO JOIN ORGANIZATIONS

Employees shall not be encouraged to join or be discouraged from joining any organization representing employees by supervisors, administrators or other representatives of the BOARD. Employees shall be free to join or not to join any organization representing employees without interference or penalty. The BOARD shall not interfere with the right of employees covered by this AGREEMENT to become or not become members of the UNION, and there shall be no discrimination against any such employees because of UNION membership or non-membership. Membership in the UNION or any other employee organization shall not be a condition of employment for any employee covered by this AGREEMENT.

Section 3. CONDUCT - EMPLOYMENT ELSEWHERE (TEACHERS)

No official of the BOARD, employee of the District or UNION official shall enter into any agreement concerning employment of teachers with officers or employees of other school districts that shall hinder or discourage school employees of this District from seeking employment in other school districts or employees of other school districts from seeking employment in this District. Any licensed employee in the Niles Township High Schools has the right to make application for a position in another school district while still under contract with this school district. The candidate is free to accept employment elsewhere after the expiration of his/her contract with this District, or, if a tenured teacher, in accordance with state law. An application placed with another prospective employer shall not in any way prejudice such applicant's status in his/her present position, it being specifically understood, however, that a licensed teacher in this District shall honor his/her contract unless terminated in accordance with state law.

Section 4. NON-SCHOOL ACTIVITIES

Neither the BOARD, nor the Administration shall make regulations that attempt to govern employees' non-school activities save in exceptional circumstances where such activities can be proved to have had a substantial negative impact on the discharge of the employee's professional duties.

Section 5. REQUEST FOR APPRAISAL

Upon request by an employee, an administrative officer of the BOARD shall furnish to the chief officer of another school district or other prospective employer a confidential appraisal of the employee’s services. The request for such appraisals and recommendation shall not be construed as notice of intention to resign and shall in no way affect the employee’s status and evaluation within this District.

ARTICLE IV - RECRUITMENT AND HIRING PRACTICES

Section 1. INTERVIEWS
Candidates for employment by the BOARD as employees shall be treated with courtesy and respect in all contacts.

Section 2. PROHIBITED QUESTIONS
Candidates shall not be questioned concerning past, present or anticipated membership in organizations representing employees, nor concerning their views concerning such organizations nor concerning personal affairs not relevant to the potential employee's professional employment relationship with the District.

Section 3. DISCRIMINATION PROHIBITED
In accordance with applicable federal and state law, the BOARD shall not discriminate against candidates for employment on the basis of race, creed, color, sex, sexual orientation, marital status, age, handicap, disability, veteran status, ethnic or geographic background, national origin, or membership in any organization representing employees or political views.

Section 4. FACULTY DIVERSIFICATION
The BOARD and the UNION recognize that a racially, culturally and geographically integrated and diversified faculty and staff is highly desirable for the schools of this District and shall make full effort to develop such a faculty and staff.

Section 5. NOTIFICATION TO CANDIDATES
The District agrees to notify all candidates of their application status within two (2) weeks following the receipt of credentials and interview, unless unusual circumstances prevail. When a candidate is interviewed but not accepted for any position in the District, he/she shall be notified immediately of that decision. Notification by email shall be sufficient, unless otherwise required by law.

Section 6. HIRING PRACTICES
When the BOARD hires new bargaining unit employees, it shall make reasonable effort to hire at no less than forty percent (40%) full time equivalency status. If, after making reasonable effort to do so, the BOARD is unable to hire at such minimum full time equivalency due to an absence of the need to split existing class sections an absence of need for additional personnel, or an absence of suitable candidates, then upon demonstration to the UNION of its efforts, the BOARD may hire at less than forty percent (40%) equivalency, and such employee(s) shall not be entitled to any insurance benefits (including, but not limited to, major medical, HMO, dental and/or life insurance) offered bargaining unit members. However, any such employee shall be given reasonable consideration for other part-time and/or full-time vacancies for which he/she is qualified.

Section 7. NEW POSITIONS (SUPPORT STAFF)
When creating new support staff positions, it is the intent of the BOARD to configure them at no less than six hundred (600) hours. If, after consultation with the UNION, it is determined that this cannot be done because of the absence of suitable candidates, the absence of the need for additional work or the existence of temporary emergency, the BOARD may hire at less than six hundred (600) hours

provided that the BOARD annually review all such positions with the UNION and consolidate and/or reconfigure them to meet the six hundred (600) hour threshold whenever reasonably possible.

Section 8. CRIMINAL BACKGROUND CHECKS

A. Process

1. Fingerprint criminal background checks of incoming licensed and non-licensed staff shall be conducted as required by law.

2. Such checks shall be conducted at the expense of the BOARD utilizing District 219 equipment and resources.

B. Procedure

1. If the District receives information after the initial fingerprint criminal background check in a subsequent report that indicates a question as to whether or not the employee can remain employed per section 5/10-21.9 of the Illinois School Code, the employee will be informed of said issues in a meeting with the Assistant Superintendent of Human Resources. The employee will have the right to UNION representation at such meeting and will be informed of such before the meeting commences.

2. Individuals shall be provided with a copy of the investigation results and an opportunity to refute the information contained therein to the Assistant Superintendent for Human Resources. To successfully refute the findings, the employee must show that 1) he or she is not the true subject of the record, 2) the record was previously expunged, 3) other clear error in the record exists, or 4) the offense of record is not a matter addressed in 105 ILCS 5/10-21.9.

3. The employee will be given a reasonable period of time to refute the investigation results. The time frame for such disposition shall be agreed to by the employee, the Assistant Superintendent for Human Resources and the UNION. Extensions to that time period may be agreed to upon a showing of good cause. No harm shall come to the employee during this time.

4. If the investigation results are successfully refuted, all records of the matter shall be returned to the employee and no harm shall come to the employee.

5. If the above referenced fingerprint criminal background check or subsequently received report indicates an arrest or conviction not cited in 105 ILCS 5/10-21.9, such record shall not be reported to the BOARD, shall not be the subject of a negative job action, and any and all records of the investigation and findings will be returned to the employee.

6. If the investigation results showing a conviction under 105 ILCS 5/10-21.9 are not successfully refuted, the District must still comply with all other procedural requirements of this AGREEMENT and all statutory and constitutional substantive and

procedural due process requirements. Although the employee's employment is considered terminated effective immediately upon the decision of the BOARD to do so, if the employee is a tenured teacher, he or she has the right to demand a dismissal hearing, and if such a demand is made, the District must conduct such a hearing. Once that hearing has concluded, however, if the tenured teacher's efforts are unsuccessful, or if the employee is otherwise not tenured nor entitled to such a hearing, the Regional Superintendent or the State Superintendent must complete the statutory process of revoking the employee's principal or teaching certification.

C. Confidentiality

1. The Assistant Superintendent for Human Resources shall handle all aspects of the fingerprint criminal background check and subsequently received reports with the utmost confidentiality.

2. Investigation results that come back to the District as a result of the finger print criminal background check or subsequently received reports will be received by the District Administration. Irrelevant results, i.e. those reports which include information not enumerated in 105 ILCS 5/10-21.9, shall be destroyed immediately.

3. No investigation will be discussed publicly in any forum nor will written information be made public by the District or be placed in an employee's personnel file.

4. If the District utilizes legal advisors in respect to such investigations, such advisors shall also be subject to utmost standards of confidentiality.

5. If the disposition of a matter in question is produced by an employee showing the investigation results were a mistake or the record has been expunged, all material referencing the original matter will be turned over to the employee of record.

ARTICLE V - EVALUATION

Section 1. CRITERIA AND PROCEDURES – GENERAL
Employee performance shall be evaluated on the basis of direct evaluation or on the basis of objective measures that can be directly and clearly related to the employee's effectiveness in employee's assigned role and in the performance of his/her other professional duties using criteria agreed to between the BOARD and the UNION.

Section 2. CRITERIA FOR TEACHERS (TEACHERS)
The evaluation of teacher performance is subject to *Illinois School Code*. The District Evaluation Handbook has been developed and maintained in accordance with *Illinois School Code* by a District Evaluation Committee ("DEC") comprised of an equal number of teachers and Administration. This committee, agreed upon by the UNION President and the Superintendent, develops and maintains the criteria and procedures utilized by the Evaluation Handbook in accordance with the *Illinois School Code*. The DEC shall meet regularly to review the current District Evaluation Handbook. The District Evaluation Handbook shall apply to all licensed professional personnel covered by this AGREEMENT and shall therefore be considered a part of this AGREEMENT.

Details of the evaluation process can be found in the District Evaluation Handbook.

Section 3. NOTIFICATION OF DEFICIENCIES (TEACHERS)
Where deficiencies are objectively observed the teacher shall be notified of said deficiencies within five (5) working days of such observation and specific recommendations for improvement shall be made to the teacher. Notification by email shall be sufficient, unless otherwise required by law.

Section 4. OBSERVATION BY EVALUATORS (TEACHERS)
When an evaluator visits a teacher for the purpose of evaluation, he/she shall observe these procedures:

A. Notify the teacher of his/her intention to observe at least two (2) days prior to any announced visit. Fifty (50%) percent of all visits to a teacher for purposes of evaluation shall be announced. Upon mutual consent of both evaluator and teacher, however, all visits may be unannounced.

B. Make his/her presence and purpose known to the teacher immediately upon his/her arrival at the site of the observation.

C. Begin his/her observation at the beginning of the class period and leave only during a natural break in the class activities.

D. Furnish the teacher with a copy of his/her evaluation report and review it with the teacher within thirty (30) calendar days of the observation, except in cases of emergency.

Section 5. OBSERVATION AND RECORDING (TEACHERS)
No person or agency shall, by photographic, electronic or mechanical means, observe, monitor or record classroom proceedings or other activities conducted with students or other persons by a teacher

without that teacher's expressed consent. This section does not apply to teachers on remediation plans and professional development plans.

In-person observations, monitoring, recording of classroom procedures, or any in-person visits that do not comport with Sections 1-4 above are therefore considered non-evaluative visits. Such visits can be made without teacher consent, but information gleaned from those visits cannot be used in a formative or summative evaluation unless a violation, beyond substandard teaching methodology, of school code or Board policy, is observed. Teachers shall be notified of such violations in accordance with Section 3, but specific examples from such non-evaluative visits will not be used in formative or summative evaluation unless there has been a follow-up formal evaluation in which the same deficiency has been observed. Any visit to the classroom has the potential to disrupt the process of teaching and learning and thus should be used judiciously.

Section 6. EVALUATION BY SUBSTITUTES (TEACHERS)
Substitute teachers shall not be required or requested to evaluate the absent teacher's class organization or instructional work.

Section 7. EVALUATION OF PARAPROFESSIONALS (TEACHERS)
Teachers are not required to evaluate paraprofessionals.

Section 8. PEER ASSISTANCE AND REVIEW ("PAR") (TEACHERS)
The mentoring and evaluation of non-tenured teachers, and tenured teachers with a summative rating of "needs improvement" shall be governed by the PAR process. The guidelines of PAR are found under a section of the same name in the District Evaluation Handbook.

Section 9. PAR CASELOAD (TEACHERS)
The caseload for consulting teachers in PAR shall be no more than fifteen (15) teachers. A tenured teacher on a consultant's caseload will count as two (2) towards the total caseload of fifteen (15).

Section 10. OPTION TO TERMINATE THE PAR PROGRAM (TEACHERS)
By mutual agreement, either the UNION or the BOARD can terminate the PAR provisions outlined in this Article by informing the other party in writing by January 1, such termination to go into effect on August 1 of the school year subsequent.

Section 11. FINE ARTS TEACHERS (TEACHERS)
Unless permitted by Human Resources after a written request for an exemption is submitted by the teacher, fine arts teachers are required to lead the District extracurricular or co-curricular programs matching with their teaching area to the extent that the District has extracurricular or co-curricular programs in that teacher's area. Such duties shall be clearly defined and limited in scope after consultation with the UNION representative for the department or building, relevant teachers, and administrators. Changes to job descriptions for fine arts teachers may be made, pursuant to this Section, if provided to the UNION four (4) weeks prior to the end of the school year. Stipends for such duties shall be in accordance with this AGREEMENT. Per the District's teacher performance evaluation plan developed through the District Evaluation Committee, adapted for each Fine Arts teacher job description, related extracurricular or co- curricular work may be considered in the overall summative rating for fine arts teachers.

Section 12. NON-TENURED TEACHER GRIEVANCES (TEACHERS)
Any non-tenured teacher grievances on evaluation shall be limited only to allegations of procedural irregularities.

Section 13. CRITERIA FOR SUPPORT STAFF (SUPPORT STAFF)
Support staff performance shall be evaluated on the basis of direct evaluation or on the basis of objective measures that can be directly and clearly related to the employee's effectiveness and performance of his/her other professional duties using criteria agreed to between the BOARD and the UNION. The District Support Staff Evaluation Handbook has been developed and maintained by a District Evaluation Committee comprised of an equal number of support staff and Administration. This committee, agreed upon by the UNION President and the Superintendent, develops and maintains the criteria and procedures utilized by the District Support Staff Evaluation Handbook. The District Evaluation Committee shall meet regularly to review the current District Support Staff Evaluation Handbook. The District Support Staff Evaluation Handbook shall apply to all support staff personnel covered by this AGREEMENT and shall therefore be considered a part of this AGREEMENT.

Details of the evaluation process can be found in the District Support Staff Evaluation Handbook.

Section 14. PERFORMANCE RATINGS DISPUTE (SUPPORT STAFF)
In the event of any dispute regarding the comparison of performance ratings among support staffs, the District shall, upon request, meet with the UNION president and designee to review a report listing all support staff ratings used in such determination.

ARTICLE VI - PERSONNEL FILES

Section 1. OFFICIAL BOARD FILE
Only one official personnel file shall be maintained by the BOARD which shall be the property of the BOARD. One major purpose of this file shall be to provide the employee with a single point at which he/she can find any and all evaluations, letters, reports, memoranda and any other documents or materials that exist in the District or that have been initiated by District personnel relating to the nature and quality of his/her service and professional conduct. This official BOARD file shall be maintained in such a way as to accomplish the major purpose given herein above and under the following conditions.

Section 2. FILE DEFINED
"File" shall mean any device for the collection and/or maintenance of documents or materials, a document or other piece of material itself or a collection of such, or any point at which a document or piece of material or collection of such may be held, stored or temporarily rested.

Section 3. TIMELY INSERTION
All material to be placed in the official BOARD file shall be time dated and inserted within a reasonable time not to exceed sixty (60) days from the date of the event giving rise to the material to be inserted or sixty (60) days after the BOARD, through the use of reasonable diligence, should have become aware of the event giving rise to the material to be inserted.

Section 4. RIGHT OF ACCESS
Every employee shall have reasonable access to all material in his/her official BOARD file except for credentials provided by teacher placement offices and letters of recommendation provided in confidence by persons outside the school organization.

Section 5. RIGHT OF PRIVACY
Neither an employee's file nor any of its contents shall be copied or otherwise made known to other persons without the employee's notice either during or after his/her service in the District; provided, however, that such file shall be available to the BOARD, the Superintendent, the assistant superintendent, the teacher's own building principal, the employee's supervisor and the administrator to whom he/she is responsible.

Section 6. CONFIDENTIALITY AND NOTICE
An employee's personnel file and its contents are confidential and shall not be copied or provided to a third party outside of the District unless requested by the employee, required by law or as required in a legal action or arbitration. The BOARD will comply with all state and federal laws as applicable to employee's personnel file and the retention and release of contents therein. In the event the BOARD is required to disclose any or all of an employee's personnel file, except if requested by the employee, the BOARD will provide the employee with written notice of the disclosure.

Section 7. RIGHT OF FAIR RECORD
No material in evaluation of the employee shall be maintained on file that is not in accordance with provisions on employee evaluation given elsewhere herein.

Section 8. RIGHT OF COPY
Every employee shall be given a copy of any material added to his/her official BOARD file. Every employee shall have the right to be furnished within twenty-four (24) hours a reasonable number of copies of any or all file material exclusive of transcripts or confidential material named above.

Section 9. RIGHT OF ADDITION AND ATTACHMENT
Every employee shall have the right to add a reasonable amount of pertinent material to his/her official BOARD file and to attach dissenting or explanatory material to any document or other piece of material in his/her official BOARD file. The inclusion of any written statement attached to the personnel record without further comment or action by the BOARD shall not imply or create any presumption that the BOARD agrees with its contents.

Section 10. RIGHT OF INTEGRITY OF FILE
No person shall remove any material from an employee's official BOARD file without the mutual consent of the employee and the Superintendent or his/her designee.

ARTICLE VII - COMMITTEES

Section 1. MEMBER SELECTION (TEACHERS)
Teacher members of each committee: department, special interest, school, or District, shall be elected by the respective members of the teacher group(s) that are affected by that committee's decisions. The BOARD and the UNION shall agree upon the configuration of, and representation on, such committees as, but not exclusive to, School Improvement, Curriculum Standards for School Improvement ("CSSI"), Professional Development for School Improvement ("PDSI"), and the Technology Committee for School Improvement ("TCSI"). The sole exception shall be the Educational Policy Advisory Committee ("EPAC") which is provided for below in Section 2. Except for EPAC, the UNION president, or designee, shall be a non-voting participant of each District-level committee.

Department course committees shall be automatically all current teachers of that course plus any past teachers who are interested and any other teachers who may wish to teach that course in the future.

Section 2. EDUCATIONAL POLICY ADVISORY COUNCIL (EPAC) (TEACHERS)
The UNION will be guaranteed UNION representation of six (6) members of the EPAC to be implemented per Board of Education Policy 8:96.

At the first meeting of each subsequent school year, the newly constituted EPAC shall set the meeting time for that school year. The first meeting of each year shall be held at the time established the previous year. The meeting time for EPAC may vary from year to year, and EPAC alone shall set its own meeting times through normal voting procedures.

Section 3. SCHOOL IMPROVEMENT COMMITTEES (TEACHERS)
Each state-mandated individual school improvement committee shall include the members of EPAC from that individual school.

Section 4. STUDY COMMITTEES (TEACHERS)
At the request of either the BOARD or the UNION, the following committees, composed of an equal number of members appointed by both the BOARD and the UNION, shall be created during each school year and shall issue a final written report prior to the conclusion of each school year:

Facilities	Structure of the Salary Schedule
Staffing	Joint Stipend
Insurance	

If any of the committees established herein make recommendations that both the BOARD and UNION mutually agree with, the parties agree to negotiate appropriate addenda to effectuate such recommendations.

Section 5. RELICENSURE AND PROFESSIONAL DEVELOPMENT

A. Relicensing and Lane Advancement. Professional development activities for the purpose of PEL renewal shall not be creditable for salary schedule lane advancement unless they comply with Article XXI Section 4D.

B. Professional Development Cost Reimbursement. The District shall have a budget for teacher professional development cost reimbursement. The budget amount shall be determined by multiplying the number of teachers in the District at MA/60 covered by the relicensing law yearly for the purposes of professional development by .0055 x MA/45-3. This amount is to be made available equally among such staff members at MA/60 and covered by the relicensing law yearly for the purposes of professional development, with each such teacher eligible for a proportionate share of the total amount (i.e., if there are 50 teachers at MA/60, then each teacher is entitled to 1/50th of the total sum). Payments will be made to teachers only as reimbursement for actual costs incurred and submitted to Human Resources. At the end of the school year the remainder shall be made available to teachers for reimbursement of actual expenses in excess of the share defined above. Any questions about the eligibility of a professional development expense shall be decided by Human Resources.

C. TRS Tier 2 Teacher Professional Development Cost Reimbursement. The District shall have a yearly budget for teacher professional development cost reimbursement for such courses designated by the District. The budget amount shall be determined by multiplying the number of TRS Tier 2 teachers in the District by .0055 x MA/45-3. This amount is to be made available equally among such TRS Tier 2 teachers for the purposes of professional development, with each such teacher eligible for a proportionate share of the total amount (i.e., if there are 50 teachers at Tier 2, then each teacher is entitled to 1/50th of the total sum). Payments will be made to teachers only as reimbursement for actual costs incurred for courses designated by the District and submitted to Human Resources. At the end of the school year the remainder shall be made available to teachers for reimbursement of actual expenses in excess of the share defined above. Any questions about the eligibility of a professional development expense shall be decided by Human Resources.

Section 6. PARTICIPATION ON THE DISTRICT FACILITIES, DAY CARE AND INSURANCE COMMITTEES (SUPPORT STAFF)

The support staff shall appoint up to three (3) members to participate on the district-wide Facilities, Child Care Center and Insurance Committees.

ARTICLE VIII - DISCIPLINE

Section 1. COMPLAINTS AGAINST EMPLOYEES
Any substantive complaint regarding an employee made to a BOARD member or an administrator by a parent, student or teacher or another employee, shall be promptly called to the attention of the employee through proper channels. The complaining party shall be permitted to express his/her complaint and then asked to discuss the matter with the employee concerned with the intention of resolving any differences before any action is taken. An appropriate administrator or supervisor may attend this conference. The disposition of each conference between the employee and the complainant shall be reported to the administrator concerned.

Section 2. FACT FINDING CONFERENCE
An employee and the UNION shall have two (2) working days' notice of any conference with an administrator in which charges which might result in discipline issued by the BOARD or dismissal are to be made and discussed as such; such notice to be accompanied with a list and explanation of those charges. The employee shall be represented by a UNION representative unless the employee specifically requests otherwise. Minutes of the conference shall be taken contemporaneously and shall be shared with all parties. The employee and the UNION representative, if one has been present, shall be presented with a summary of the conference within two (2) working days after it has been held, with an allowance to comment. Nothing in this Section shall preclude the Administration from suspending said employee with pay in emergent situations pending the conference.

Section 3. DISCIPLINE
Disciplinary action other than an oral reprimand may be imposed upon an employee only for just cause. Where it is determined that an employee should be suspended or dismissed for just cause, the employee shall be so informed in writing with the specific reason(s) given for that decision. In situations involving remediable conduct, reasonable and prudent supervisory assistance shall be offered before any decision is made to dismiss an employee for cause. This section shall not be applicable to the nonrenewal of a probationary teacher's contract, the dismissal of a probationary employee, or to a reduction in force.

Section 4. REVIEW OF DISMISSAL (TEACHERS)
If a teacher feels his/her dismissal is unjustified he/she may file a grievance and have a review of his/her case through the steps of the grievance procedure subject to the following limitations: non-tenured teachers may process such grievances only through the BOARD level of the grievance procedure; tenured teachers shall have the option of having their dismissal case reviewed either pursuant to the grievance procedure set forth herein or pursuant to the hearing procedure set forth in the Illinois School Code, with the specific understanding that the option selected shall constitute an explicit waiver of the right thereafter to pursue the option not initially selected.

Section 5. SUSPENSION PENDING TERMINATION (SUPPORT STAFF)
A non-probationary support staff may be suspended pending termination proceedings if the Superintendent determines such suspension is warranted in order to ensure the safety of the staff and/or students of the District. While such suspension shall be without pay, it shall not be considered prejudicial to the employee's case. In the event it is determined that such support staff shall be reinstated, the support staff shall receive back pay for the period of the suspension. Nothing in this

section shall prevent the employer from taking reasonable disciplinary action for just cause as provided for under Section 3 of this Article.

Section 6. COURTESY IN RELATIONSHIPS

The basis of professional relationships among employees, administrators and board members shall be one of common courtesy and mutual respect at all times.

ARTICLE IX - GRIEVANCE PROCEDURES

Section 1. GRIEVANCE – PURPOSE
The primary purpose of this procedure is to secure the resolution of grievances at the lowest level possible.

Section 2. GRIEVANCE – DEFINED
A grievance shall mean a claim that there has been a violation, misinterpretation or misapplication of any of the specific provisions of this AGREEMENT.

Section 3. PROCEDURE FOR ADJUSTMENT OF GRIEVANCE

A. **Step 1**. A complaint shall first be discussed with the immediate supervisor with the object of resolving the matter informally:

1. by an employee in person in his/her own behalf;

2. by an employee accompanied by a UNION representative;

3. through a UNION representative if the employee so requests; or

4. by a UNION representative in the name of the UNION.

The decision on the resolution of the grievance at the informal stage shall be made within five (5) working days after the informal discussions.

B. In the event the matter is resolved informally and a UNION representative was not present at the adjustment of the complaint, the immediate supervisor shall inform the UNION of the adjustment.

C. **Step 2 – Principal/District Administrator Level**. 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 principal of the school or District administrator in which the grievance arises, and the UNION, within a reasonable time following the act or condition which is the basis of the grievance.

The Principal of the school or District administrator shall meet with the UNION and the aggrieved employee (if any) with a view to arriving at a mutually satisfactory adjustment. Within fifteen (15) working days after receiving the grievance, the principal or District administrator shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the employee, if any, who lodged the grievance, and two (2) copies to the UNION representative.

D. **Step 3 - Superintendent Level**. Within ten (10) working days after receiving the decision of the principal or District administrator, 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 decision at Step 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 those who participated in Step 2. Within twenty-one (21) working days after receiving the appeal, the Superintendent shall communicate his/her decision, in writing, together with supporting reasons, to the principal, the UNION representative, the president of the UNION and to the aggrieved employee, if any.

E. **Step 4 - BOARD Level**. If the UNION is not satisfied with the decision at Step 3, the UNION may at its sole option, refer the grievance to the full BOARD within fifteen (15) working days after the decision is provided at Step 3. The BOARD shall consider the grievance in executive session at its next regularly scheduled BOARD meeting, provided it is received by the BOARD at least five (5) working days prior to said meeting. At such meeting, those entitled to participate shall be those who were entitled to participate in Step 3 and counsel for the BOARD and the UNION. The BOARD shall deliver its written answer, together with the supporting reasons, to the UNION representative, the UNION president and the aggrieved employee, if any, within ten (10) working days after such meeting.

F. **Step 5 - Arbitration**. If the UNION is not satisfied with the BOARD's decision, the UNION may refer the grievance to binding arbitration within fifteen (15) working days after receiving the BOARD's decision at Step 4. If the UNION refers a grievance in timely fashion to arbitration, the following provisions shall be applicable:

1. The arbitration request shall be submitted to the American Arbitration Association to submit a panel of arbitrators. The American Arbitration Association shall act as the Administrator of the proceedings.

2. More than one grievance may be submitted to the same arbitrator if both parties agree in writing.

3. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the express terms of this AGREEMENT based on the issue(s) raised by the grievance or as amended during Steps 1-4 and shall have no authority to make a decision on any issue not so submitted or raised. If the arbitrator determines that there has been such a violation, he/she shall have the authority, consistent with the terms of this subparagraph 3 to provide for appropriate relief. Except where it is established that an improper deduction or computation error has been made from a teacher's salary, the arbitrator shall have no authority to order or award any monetary relief covering any period of time prior to thirty (30) days before the grievance was submitted in writing at Step 1. The decision of the arbitrator shall be binding on the BOARD, the UNION and the grievant.

4. The fees and expenses of the arbitrator shall be divided equally between the BOARD and the UNION; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. GENERAL PROVISIONS

A. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose. In pursuing the grievance procedure, all parties shall present all known relevant information at the lowest possible level.

B. No employee at any stage of the grievance procedure shall be required to meet with an administrator without UNION representation.

C. If a grievance arises from the action of authority higher than the principal of a school, the UNION may present such grievance at the appropriate step of the grievance procedure. An informal conference shall be held as the initiating step in such a situation, and no further conference shall be required after the formal filing of the grievance.

D. If a grievance is of such nature as to require immediate action such as may be required in transfer cases, the person acting for the UNION may appeal immediately to the office or person empowered to act, and said office or person shall endeavor to resolve the matter jointly with the UNION representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3 - Superintendent Level.

E. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.

F. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

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

H. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

I. Grievance hearings and discussions may be conducted during school hours when the employees involved are free of classroom responsibilities.

J. During the school term, “working days” shall be defined as days on which employees are required to report to work. During summer break, “working days” shall be defined as days on which the business office of the District is open. The UNION will make best efforts to procure the information and employees needed to assist the Administration to complete

any investigation. When necessary, an extension of time shall be agreed to between the Administration and UNION.

K. By mutual agreement, the parties may elect to enter into grievance mediation sponsored by the Federal Mediation and Conciliation Services (FMCS) prior to submitting the grievance to final and binding arbitration.

L. The withdrawal of a grievance shall not necessarily establish a precedent.

M. Limitation on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this AGREEMENT based on the specific issue(s) raised by the grievance and shall have no authority to make a decision on any issue not so submitted or raised. If the arbitrator determines that there has been such a violation, he/she shall have the authority, consistent with the terms of this AGREEMENT, to provide for appropriate relief. The decision of the arbitrator shall be final and binding on the BOARD, the UNION, and the grievant.

N. In agreeing that the decision of an arbitrator is final and binding on the BOARD, the UNION, and the grievant, the parties mutually agree that this provision shall not be construed to restrict the right of either party to seek judicial review of an arbitrator's award.

Section 5. EXEMPTION FROM GRIEVANCE AND ARBITRATION
Final decisions of the BOARD on the selection of persons to fill vacancies in promotional positions shall not be subject to grievance or arbitration, except when procedures are not followed.

Section 6. NON-TENURED TEACHER GRIEVANCES
Any non-tenured teacher grievances on evaluation shall be limited only to allegations of procedural irregularities.

ARTICLE X - RECOGNITION OF THE TEACHER'S PROFESSIONAL JUDGMENT IN THE CONDUCT OF CLASSES AND ACTIVITIES (TEACHERS)

Section 1. ACADEMIC FREEDOM

It is the intent of the parties to assure that teachers enjoy academic freedom in the District. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal instructional and/or administrative procedures and as finally approved by the Administration of the District. Academic freedom shall also mean that teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable and be subject to standards of good taste.

Any allegation that there has been a violation of academic freedom shall be processed through the grievance procedure provided by this AGREEMENT, up to but not including the arbitration step of the procedure.

It is the intent of the parties that this Article shall not apply to routine differences of opinion or disagreements among the faculty or between the faculty and the Administration regarding curriculum, methodology, selection of materials or conduct of classroom teaching and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom, as defined in paragraph 1 above, has been clearly and positively breached by some specific, definitive act or order of the Administration of the District.

Section 2. STUDENT DISCIPLINE

A. A teacher shall be responsible for the conduct of his/her class and for maintaining order in his/her presence in the school building and on the school grounds.

B. In classroom situations, before discipline referrals are made to administrators, the teacher shall use the following means to correct undisciplined behavior:

1. Give the student fair warning.

2. Give explicit and clear instructions of what behavior is expected and, except in extraordinary cases, the following:

i. Provide progress reports to parents or have direct communication with parents.

ii. Seek information from school counselors and other resource persons.

iii. Seek professional assistance from respective administrators.

C. The teacher shall have the support and cooperation from administrators so long as the

teacher's actions and recommendations to improve the student behavior have been appropriate, fair, reasonable and consistent with Board of Education Policy.

D. A student whose conduct is a seriously disturbing influence upon other students or the educational program shall be removed from a class by administrative action where cooperative effort does not result in appropriate student adjustment.

E. The teacher shall be promptly informed of the disposition made of all referrals.

Section 3. STUDENT GRADES

Student grades shall be an indication of the student's actual achievement in each course. Grades shall be final as reported by the teacher unless a showing is made that a grade was assigned:

A. In error;

B. With malice;

C. Arbitrarily or capriciously; or

D. Without regard for the above-mentioned standard.

Such showing must be made in a hearing conducted by the principal with a teacher UNION representative present as counsel to the teacher with the disputed grade, if the teacher so desires. The decision of the principal on such a disputed grade shall be final.

Section 4. CLASSROOM INTERRUPTIONS

Classroom interruptions, whether in-person or by other means of communicating, are to be permitted only in case of an emergency or where no other reasonable alternative exists, except as described in Article V, Section 5 of this AGREEMENT. Only the principal, a director or a nurse may authorize such an emergency interruption.

ARTICLE XI - TEACHING ASSIGMENTS, POSITIONS, AND PROMOTIONS (TEACHERS)

Section 1. PROCEDURE FOR DEVELOPING ASSIGNMENTS – DEPARTMENTAL
The director shall develop and recommend each teacher's assignment based on performance after making available the opportunity for individual consultation with each teacher. Performance is based on formative and summative evaluations. Directors shall endeavor to develop such assignments as are most appropriate to the teacher's background and preparation and in keeping with his/her special areas of interest. No changes shall be made in assignments so developed except in consultation with the director and the teacher concerned.

Section 2. NOTICE OF TEACHING ASSIGNMENT
Each teacher shall be notified in writing of his/her teaching assignment and other responsibilities if any for the following school year, not later than one (1) week prior to the close of the current school year. Such notice shall include the subject or subjects to be taught and the ability levels if any of each, the number of periods and the alternative assignments that may become necessary through fluctuation in enrollment. Such notice shall not be subject to change except with consent of the director and teacher concerned except where necessitated by changes in enrollment, staffing, applicable law or emergencies beyond the control of the BOARD and/or the Administration. Notification by email shall be sufficient, unless otherwise required by law.

After the contractual deadline found in this Section has passed, if new or previously unknown information is gained that a teacher is unprepared to teach a course for which she or he has had a reasonable opportunity to prepare as determined by the Administration, the Administration reserves the right to change the teacher's schedule and must notify the UNION; however, the teacher determined to be unprepared will first be given the opportunity to remedy, by the start of the assignment, on the same terms as other teachers, the lack of preparation through means as defined by the Administration. If the lack of preparation is founded solely in the teacher's failure to have completed a specific class or course of study, and if the District is offering the course to other teachers at no charge or reimbursing teachers a certain sum of cash to take the class outside District 219, the class will be offered to the teacher at the same terms it is offered by the District to other teachers.

Section 3. DIRECTOR CLASS ASSIGNMENTS
The UNION and BOARD agree that the District may, at its discretion, assign directors to up to two classes of instruction per semester. Both parties agree that such directors would not become part of the UNION, but all provisions of this AGREEMENT relating to classroom instruction (i.e., academic freedom, class size, etc.) will also apply to directors when performing the work of a teacher.

Section 4. REGULAR POSITIONS
Upon notice of a vacancy, all positions to be filled shall be publicized through a notice distributed to all staff and to the UNION.

Section 5. PROCEDURE FOR DEVELOPING ASSIGNMENTS – OTHER ACTIVITIES
Extracurricular assignments shall be developed based on performance by the administrator responsible in consultation with each interested teacher individually. No changes shall be made in assignments so developed except with the concurrence of the teacher concerned.

Section 6. PROMOTIONAL POSITIONS

A. Promotional positions are as follows: positions of assistant superintendent, assistant to the superintendent, supervisor, assistant supervisor, principal, director, dean, and such other administrative-supervisory positions as may hereafter be created by the BOARD.

B. Openings in promotional positions shall be publicized in a notice posted in each building, and same notice distributed to the UNION.

C. Appointments shall be made not later than sixty (60) days following publication of the notice, unless a qualified candidate is not available. Teachers applying for the position but not appointed shall be notified immediately when the position to which they have applied has been filled.

D. Positions for director and assistant principal shall be filled on the basis of qualifications provided that applicants from within the District shall not be required to have experience in a position similar to the one applied for, to be found equivalently qualified with applicants from outside the District though outside applicants may have such experience.

E. When the Administration reshapes or reconfigures a promotional position resulting in the modification of an existing, continually occupied, position and/or the addition of one or more new positions, only the newly created position or positions need to be posted.

Section 7. NOTICE

Notice as provided herein shall include title of position, description of responsibilities and duties, and the rate or range of salary. Notice shall be made via the District intranet.

ARTICLE XII - SENIORITY AND REDUCTIONS IN FORCE

Section 1. DEFINITION

A. (TEACHERS). District seniority is defined as the length of service as a teacher in the District. Seniority is calculated by hire date taking the first date an employee starts working as a member of the bargaining unit (including fair share members) and adding one (1) year every July 1 thereafter. Exceptions apply to the following situations in which teachers leave and then return to the bargaining unit:

Teachers who resign from the bargaining unit to either leave the District or to take a non-bargaining unit position within the District and later return to a teaching position within the bargaining unit shall lose their prior years of seniority. Their seniority shall be calculated by taking the date in which they are rehired as a member of the bargaining unit and adding one (1) year every July 1 thereafter. An exception is made for individuals employed as District administrators on or before August 26. 2013 who have prior years of service working as a member of the bargaining unit. In the event that any of those individuals return to work as a member of the bargaining unit, prior years of service within the bargaining unit shall count towards their seniority.

B. (SUPPORT STAFF). District seniority shall be divided into two groups: (1) secretarial/clerical and paraprofessional, and (2) custodial, maintenance, pupil security, and technology. District seniority within each group shall be defined as a support staff's length of service in a position or positions covered by this AGREEMENT and included in such group. A support staff with District seniority in one group may not exercise such seniority in the other group pursuant to any provision of this Article.

Job title seniority shall be defined as a support staff's length of service in a job title covered by this AGREEMENT.

Support staff who are promoted or transferred by the BOARD to positions excluded from the bargaining unit and who are later transferred back to the bargaining unit by the BOARD shall have their District seniority computed on the basis of the period of time previously served in positions covered by this AGREEMENT; provided, however, persons who are excluded from the bargaining unit as confidential employees shall, in addition, accrue District seniority in the applicable group during the period of time they serve as confidential employees.

Section 2. RESOLUTION OF SENIORITY SIMILARITY

Should a conflict arise concerning two (2) employees with identical seniority, the date of application for a position in District 219 shall be the determining factor.

Section 3. NEW EMPLOYEES AND EMPLOYEES IN NEW POSITIONS

A. Teachers Entering the District (TEACHERS). Under no circumstances shall any teacher transferring into the District from any other district, county or state, be placed higher in the District seniority lists than a teacher already having seniority in the District.

B. Probationary Period (SUPPORT STAFF). All new support staff and those hired after loss of seniority shall be considered probationary employees until they complete a minimum probationary period of 90 working days. Said probationary period may be extended for a period of up to an additional 90 working days, provided that a written evaluation with a score of less than "meets expectations" is on file and the employee will be notified in writing of any such extension prior to the end of his/her first 90 working days of employment. During a support staff's probationary period, the support staff may be suspended, laid off or terminated at the sole discretion of the BOARD without recourse to the grievance and arbitration procedure.

Section 4. NOTIFICATION

A. (TEACHERS). The district-wide seniority list shall be furnished to the UNION at the same time as the sequence of honorable dismissal list as outlined within the Illinois School Code. It will be posted electronically in the Portal.

B. (TEACHERS). District-wide seniority list shall show the names of teachers in order of their accumulated service in the District.

C. (SUPPORT STAFF). Within sixty (60) days after the start of the fall semester, the BOARD shall post a seniority list for each of the two (2) District seniority groups and each such list shall show the names of support staff in order of their District seniority in that group. Both lists shall be posted electronically in the Portal. The BOARD shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Assistant Superintendent for Human Resources in writing within fifteen (15) working days after the seniority list is posted in the Portal. However, the BOARD shall correct a mistake in the seniority list after the fifteen (15) working days have expired when such a mistake is brought to the BOARD's attention, but such correction shall not affect any BOARD action based upon the original seniority list or result in any liability on the BOARD's part for any action based on the original seniority list.

Section 5. APPLICATION OF SENIORITY/PROMOTION

A. Application of Seniority (TEACHERS)

1. Where qualifications are substantially equal, District performance shall be the determining factor in making assignments within a particular building.

2. Seniority shall be applied as provided elsewhere in this AGREEMENT.

B. Promotions (SUPPORT STAFF). If two (2) or more support staff apply for a promotion to a position covered by this AGREEMENT in an advanced grade (i.e., a higher paying classification), District performance rating shall govern when comparing bargaining unit applicants. Nothing in this AGREEMENT shall prevent the BOARD from temporarily filling a vacancy for a reasonable period of time until the position is filled. Support staff must apply for any position with all other applicants. The Administration, at its sole discretion, may hire the best applicant for the position. An applicant is defined as either a current support staff or a non-bargaining unit member. The probationary period for a

promoted employee shall be in accordance with the probationary period found in Section 3B above.

The BOARD's determination of an employee's current skill, ability and qualifications shall not be disturbed unless it is proven that the BOARD's determination is arbitrary or capricious.

Section 6. REDUCTION IN FORCE, LAYOFFS, RECALLS

A. Reduction in Force (TEACHERS). Reduction in Force shall proceed in accordance with the procedures applying to honorable dismissal contained within the Illinois School Code. (See e.g., 105 ILCS 5/24-12(b) and 105 ILCS 5/24-12(c).)

1. If the BOARD determines that there might be a need to lay off tenured teachers, it shall notify the UNION in writing of the possibility of such layoffs by February 1 of each school year covered by this AGREEMENT. Within five (5) days after it has received such written notice from the BOARD, the UNION may call a meeting with the BOARD's representatives to discuss the possibility of layoffs for the following school year. Before adopting any resolution to lay off any tenured teacher, the BOARD shall consider in good faith any alternative suggestions of the UNION to avoid such layoffs.

2. Reductions in force of tenured teachers employed by the BOARD due to programmatic changes, changes in delivery or service, or the discontinuation of a particular type of teaching service, will either be phased in with at least twelve (12) months' notice to the UNION prior to the date when the changes resulting in such reductions will take effect, or accomplished through attrition.

3. If the BOARD decides to lay off any tenured teachers, the UNION shall have the option in lieu of a layoff of such teachers, of having the salaries of all teachers reduced proportionately to cover the total cost of the salaries of the teachers who would otherwise be laid off. Such option must be exercised in writing no later than four (4) weeks after the date on which the BOARD adopts the reduction in force resolution.

4. If a reduction in force becomes necessary and the UNION exercises the foregoing option, the following provisions will be applicable:

   i. Any teacher who is retained in lieu of being laid off will be assigned to any full-time or part-time vacancy, whether assigned for a full year or for less than a full year, for which that teacher is legally qualified before that position is assigned to any non-tenured or newly hired teacher.

   ii. Any teacher who is retained in lieu of being laid off shall be assigned no classwork or substitute work but may be used only for general supervision as defined by Article XVIII, Section 2, of this AGREEMENT or other nonteaching assignment as defined by Article XVII, Section 2(a), for no more than seven (7) periods per day and without protection by the alpha rotation provisions of supervision.

iii. The BOARD will attempt to avoid the release of tenured teachers by making reasonable transfers.

iv. If any teacher is retained in lieu of being laid off and is subsequently assigned to a full-time or part-time position for a full year or for part of a year, then the salary reduction for all teachers (including any teacher retained in lieu of being laid off) shall be adjusted proportionately by the amount of the salary that said teacher would have received from the date of such assignment based on his/her placement on the salary schedule before the salary reduction. Such proportionate adjustments shall be paid in June.

Example: Assume a teacher retained in lieu of a layoff is assigned three classes for second semester and that said teacher's salary before the salary reduction would have been $44,000. In these circumstances, salary adjustments totaling $22,000 for all teachers (including the teacher retained in lieu of layoff) would be paid in June; while the amount received by each teacher would vary, the average amount (assuming 275 teachers in the bargaining unit) would be $80.00.

5. If the UNION has any dispute concerning the meaning or application of the terms of this section, such dispute shall be submitted directly to arbitration within thirty (30) days after the event or condition giving rise to this dispute or within thirty (30) days after the UNION, through the use of reasonable diligence, should have become aware of the event or condition giving rise to the dispute by giving written notice to the BOARD. If such notice is given, the parties shall select an arbitrator according to the procedures contained in Article IX, Section 3H1-4. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this section.

B. Recall Rights (TEACHERS). Recall rights shall proceed in accordance with the procedures applying to honorable dismissal and recalls contained within the Illinois School Code. (See e.g., 105 ILCS 5/24-12(b) and 105 ILCS 5/24-12(c).)

C. Layoffs and Recall (SUPPORT STAFF). If there are layoffs or decreases in the number of support staff covered by this AGREEMENT, the least senior support staff in the affected job title(s) shall be laid off first. Any support staff who is laid off in his/her job title shall have the right to bump the support staff with the least District seniority in any job title in the same grade as, or one lower grade than, the laid off support staff in which it is determined that the support staff possesses the current skill, ability and qualifications to perform the work in said job title, if any. The bumped support staff shall have the same right to bump the support staff with the least District seniority in any job title in the same grade as, or one lower grade than, the bumped support staff in which it is determined that the bumped support staff possessed the current skill, ability and qualifications to perform the work in said job title, if any. If the second employee bumped has at least five (5) years of District seniority, one more bump will be permitted in accordance with the foregoing provisions.

Under no circumstances will more than three (3) bumps be permitted as a result of the layoff of any support staff. In order to have the right to "bump" as provided above, the support staff must have more District seniority than the support staff being bumped.

In implementing the foregoing bumping provisions, while modified time support staff have the right to bump other modified time support staff whose positions require the same number of hours of work during the fiscal year or less, modified time support staff shall not be permitted to bump full-time support staff, or other modified time support staff whose positions require more hours of work during the fiscal year.

Support staff who are laid off shall be placed on a recall list for a period of one year. If there is a recall, support staff who are on the recall list shall be recalled according to District seniority with the most senior support staff being recalled first, provided he/she is determined to possess the current skill, ability and qualifications to perform the work in the job title to which they are recalled.

Support staff who are eligible for recall shall be given ten (10) working days' notice of recall. The BOARD shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail to the mailing address provided by the support staff, it being the obligation and responsibility of the employee to provide the Human Resources Office with his/her latest mailing address.

Section 7. EFFECTS OF LAYOFFS (SUPPORT STAFF)

Any support staff who is laid off shall receive full pay for earned and unused vacation time. If a support staff with at least three (3) years' District seniority agrees to forfeit any right to recall in accordance with Section 6C above, said support staff shall receive two (2) weeks' salary in severance pay, as well as full pay for earned and unused vacation. Any non-probationary support staff who is not given thirty (30) days' notice shall receive two (2) weeks' salary in severance pay, as well as full pay for earned and unused vacation without giving up his/her right to recall in accordance with Section 6C above. The maximum amount of severance pay that any support staff may receive is two (2) weeks' salary.

Any support staff who, in accordance with Section 6C above, bumps into another job title shall be entitled to return to his/her former job title if there is a subsequent vacancy in said job title which the BOARD has decided to fill.

Section 8. LAYOFFS AND RECALLS FOR PARAPROFESSIONALS (SUPPORT STAFF)

If there are layoffs or decreases in the number of paraprofessionals covered by this AGREEMENT, the paraprofessional(s) with the lowest performance rating shall be laid off first.

Paraprofessionals who are laid off shall be placed on a recall list for a period of one year. If there is a recall, paraprofessionals who are on the recall list shall be recalled according to District performance rating, with the highest performing paraprofessional being recalled first, provided he/she is determined to possess the current skill, ability and qualifications to perform the work in the job title to which they are recalled.

Paraprofessionals who are eligible for recall shall be given ten (10) working days' notice of recall. The BOARD shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Human Resources Office with his/her latest mailing address.

Section 9. EFFECTS OF LAYOFFS FOR PARAPROFESSIONALS (SUPPORT STAFF)
A paraprofessional with a performance rating that meets the expected standard (as determined by the support staff evaluation program handbook) on his/her most recent performance appraisal that agrees to forfeit any right to recall in accordance with Section 8 above shall receive two (2) weeks' salary in severance pay. Any non-probationary paraprofessional who is not given thirty (30) days' notice shall receive two (2) weeks' salary in severance pay without giving up his/her right to recall in accordance with Section 8 above. The maximum amount of severance pay that any paraprofessional may receive is two (2) weeks' salary.

Section 10. TERMINATION OF SENIORITY (SUPPORT STAFF)
Seniority and the employment relationship shall be terminated when a support staff:

A. quits;

B. is terminated and is not reinstated;

C. is laid off and fails to report for work within ten (10) working days after having received notice of recall;

D. does not report for work within five (5) working days after the termination of an authorized leave of absence;

E. is laid off for a period in excess of one (1) year;

F. retires; or

G. is absent for three (3) consecutive working days without notifying his/her immediate supervisor or other appropriate administrative personnel if the immediate supervisor is not available, unless the employee is able to justify to the satisfaction of his/her supervisor that such absence is due to extenuating circumstances.

ARTICLE XIII - LEAVES

Section 1. SICK LEAVE

Sick leave for the purposes of this Section shall be interpreted to mean personal illness, disability (including disability related to pregnancy and/or childbirth as certified by a physician); quarantine at home or serious illness in the immediate family or household. Immediate family shall be defined as the employee's spouse, or civil union partner, or child, grandchild, father, mother, brother, sister, or grandparent of either the employee or the employee's spouse or civil union partner, and legal guardians.

A. (TEACHERS). Every full-time (1.0 FTE) licensed teacher shall be granted 13 days of sick leave upon the commencement of their first year of employment. Sick leave shall be cumulative at the rate of thirteen (13) days per year, without limit. Sick leave may be used in increments of not less than .25 of a workday, limited to being taken at the beginning or the end of the workday.

For Teachers hired to begin employment with the 2024-2025 school year and hereafter, at the beginning of their second year, teachers shall receive a one-time grant of 107 paid FMLA days. Use of such FMLA days is contingent upon qualifying and being approved for an FMLA leave. The FMLA days are not intended to be sick leave as defined under TRS rules and regulations. Unused FMLA days shall be converted to sick days every 5 years up to 20 days beginning in year 10.

B. (SUPPORT STAFF). Support staff shall be granted sick days at the start of each fiscal year, earning days per month for purposes of proration, in accordance with the following schedule beginning with the first year of employment, and for all years of employment except the third year of employment:

No. of work days in a calendar year	Days of Sick Leave Credited per year	Days of Sick Leave Earned in a month
Non-260	16	1.60
260	19	1.90

At the start of the third year of employment, support staff shall receive, in lieu of the amount depicted in the above schedule, a one-time grant of 30 sick days regardless of the number of workdays per calendar year.

Earned and unused sick leave shall accumulate to 250 days. Support staff with more than 250 accrued sick days as of the effective date of this contract shall not have their accrued sick days reduced. Support staff with more than 250 accrued sick days as of the effective date of this contract shall only accrue additional sick days if their balance of sick days drops below 250 days. In such case, the Support staff's sick day balance shall be credited to the maximum of 250 sick days at the start of the next fiscal year, with such credit not to exceed the number of applicable sick days indicated in the schedule above.

Support staff who have followed District procedure for requesting in advance a sick leave day, personal leave day, or floating holiday shall receive notice of approval within five (5) business days after submission of the request. If the request has not been approved by the end of the fifth day after submission of the request, the support staff can assume the leave to be granted. If there is an immediate need to confirm approval, the support staff has responsibility for obtaining confirmation from their supervisor. Sick leave may be used in increments of not less than .25 of a workday, limited to being taken at the beginning or the end of the workday.

C. Teachers and support staff may use up to 12 weeks of their accumulated earned sick leave for birth of child, adoption, or placement for foster care within the one calendar year of the birth, adoption or placement for foster care. Use of such leave must be continuous and not intermittent.

Section 2. SICK LEAVE BANK (SUPPORT STAFF)

A sick leave bank shall be established as follows:

A. The Union shall be permitted to self-administer a sick leave bank for support staff through the Union's Sick Leave Bank Committee and in accordance with rules and regulations derived by the Union and consistent with IMRF guidelines.

B. The District shall have no role in determining who may receive a grant of sick days from the Sick Leave Bank, except that any grant of sick leave under this provision must be used for District approved sick leave purposes only. The District shall also have no role in the administration of the sick leave bank or any discussions to grant access. However, the administration of the sick leave bank shall not cause a disruption to District operations.

C. The Union and the District agree that this provision shall not create any new or additional leave rights under this Agreement or under District policy. Further the Union agrees to indemnify and hold harmless the District from and against any claims, damages, suits, charges or legal action, including but not limited to unfair labor practice liability, as a result of any decision of the Union on granting sick days or its administration of the Sick Leave Bank.

D. The Union shall provide the District Office of Human Resources with an accounting of the Sick Leave Bank donations days, and any other documentation necessary for the administration of the Sick Leave Bank within five (5) days following the end of each month.

Section 3. BEREAVEMENT LEAVE

In addition to the allotment of sick leave days described above, an employee shall be entitled to five (5) bereavement days per year to be used only in the event of a death in the immediate family as described above in Section 1 and also includes aunts, uncles, cousins, and other dependents tantamount to family. Bereavement leave days do not roll over from one year to the next if unused. The BOARD may request proof of death and of the relationship in question.

Section 4. PERSONAL LEAVE

A. (TEACHERS). Each full-time licensed teacher shall be granted up to four (4) days personal leave per year, noncumulative, without deduction in pay, for the purpose of transacting or attending to personal legal, personal business, household and family emergencies and other personal matters that require absence during school hours. Personal leave may be used in increments of not less than one-half (1/2) workday. Teachers shall not be required to disclose the reason for personal leave when to do so would violate their right of privacy or cause embarrassment. Except in emergencies, the teacher taking leave hereunder shall give his/her director written notice of his/her intention to take such leave at least one (1) school day in advance of the day he/she proposes to be absent. Nothing in this clause shall be construed to allow teachers to use personal leave to extend vacation periods. The UNION and the Administration shall cooperate to insure the use of the personal leave provision of this AGREEMENT by teachers as appropriate. Unused personal leave days shall convert to sick days at the end of each school year.

B. (SUPPORT STAFF). Support staff shall be permitted to use four (4) earned and unused sick leave days per fiscal year for the purpose of transacting or attending to legal, personal business, religious observance, household and family emergencies and other personal matters that require absence during working hours. Personal leave may be used in increments of not less than one-half (1/2) workday.

Support staff shall not be required to disclose the reason for personal leave when to do so would violate their right of privacy or cause embarrassment. Except in bona fide emergency situations which are brought to the immediate supervisor's attention as soon as possible, the support staff taking leave hereunder shall give his/her immediate supervisor written notice of his/her intention to take such leave at least two (2) working days in advance of the day he/she proposes to be absent.

Except for leave for religious observance, personal business leave may not be taken immediately preceding or following a vacation period or holiday, the first five (5) working days of the school year or the last five (5) working days of the school year, unless the support staff receives written permission from his/her immediate supervisor due to extraordinary or emergency circumstances.

Section 5. RELIGIOUS HOLIDAY LEAVE

Employees shall be granted up to two (2) days of unpaid leave per year for religious holidays, without consequence.

Section 6. PROFESSIONAL LEAVE (TEACHERS)

Licensed teachers shall be granted, without loss of pay, leaves to participate in professional activities, subject to limitations and conditions of Article XV.

Section 7. REQUEST FOR SUBSTITUTE

When a teacher or paraprofessional knows that he/she shall be absent on paid leave, the teacher or paraprofessional may submit a request to his/her director or direct supervisor at least forty-eight (48)

hours in advance for the assignment of a specific substitute teacher or paraprofessional. When such a request is made, such request shall be considered in relationship to the needs of the department and the overall needs of the District and shall not be arbitrarily denied.

Section 8. LEAVE OF ABSENCE WITHOUT PAY

A. (TEACHERS). A teacher on tenure may be granted a leave of absence without pay for the following reasons:

1. prolonged illness;

2. needed rest;

3. necessities of the home and allied reasons;

4. continued study and educational advancement; or

5. where such an absence would beneficially contribute to education in the Niles Township High Schools.

Requests for leave without pay shall be filed with the Niles Township Professional Growth Committee. The reason for the request and the period for which the leave is being requested shall be stated. No limitation shall be set on the number of teachers considered eligible for leave without pay during a particular school year. Such leaves must begin and end at the semester or school year except in cases of unexpected illness, disability, or emergency. The request for such leave must be made no later than six (6) months prior to the start of the leave except in cases of unexpected illness, disability, or emergency.

B. Unpaid Leave of Absence Following FMLA (SUPPORT STAFF). Any employee covered by this AGREEMENT may apply and shall be granted unpaid leave of absence in excess of that allowed by FMLA, immediately following a period of leave qualifying under FMLA.

Application for unpaid leave shall be made in writing to the Assistant Superintendent for Human Resources as soon as the employee has reason to believe such leave shall be needed, and no later than 14 calendar days prior to the date on which the leave will commence. Requests shall state the reason and the time period for which the leave shall be needed. Requests shall be granted only when the leave is a continuation of leave qualifying under FMLA and the leave available under FMLA has been exhausted. Maximum time on unpaid leave shall be no more than forty (40) weeks following FMLA leave. Leaves requested for less than forty (40) weeks may be extended up to the maximum (40 weeks) upon written request with the approval of the Assistant Superintendent for Human Resources. An employee must return to work for one full calendar year before being considered for subsequent unpaid leave. An employee on unpaid leave of absence shall submit written documentation to the Assistant Superintendent for Human Resources establishing the continued need to remain on unpaid leave no later than the end of week twelve (12) and the end of week twenty-four (24). Any period of unpaid leave lasting less than twelve (12)

weeks shall not require submission of written documentation. Any period of unpaid leave lasting more than twelve (12) weeks, but less than twenty-four weeks, shall require submission of written documentation no later than the end of week twelve (12). Written documentation establishing the continued need to remain on unpaid leave shall be from a medical provider or other professional licensed in the field of practice in which care is being provided. Failure to provide sufficient documentation by the deadline shall begin the tolling of absences as indicated in Article XII, Section 10(g).

C. Unpaid Leave of Absence for Continuation of Education (SUPPORT STAFF). An employee may also apply and shall be granted unpaid leave of absence for continuation of education in the employee's field or a related field. Application for unpaid leave for continuation of education shall be made in writing to the Assistant Superintendent for Human Resources no later than ninety (90) calendar days prior to the date on which the leave will commence. Requests shall state the reason and time period for which the leave shall be needed. The length of unpaid leave granted for continuation of education shall be no less than one full District semester. An employee shall not be granted unpaid leave for continuation of education beyond two (2) full semesters during their employment with the District. An employee may use the maximum of two (2) full semesters in consecutive semesters or non-consecutive semesters.

If an employee requests additional unpaid leave for continuation of education beyond two (2) full semesters during their employment with the District, such leave may be granted but is subject to the discretion of the BOARD. The decision to deny a request of additional unpaid leave for continuation of education beyond two (2) semesters shall not be subject to the grievance procedures.

D. Unpaid Leave of Absence for Family Care (SUPPORT STAFF). An employee may also apply and shall be granted unpaid leave of absence (1) for the physical care of a child under the age of ten (10) years or (2) for the physical care of a disabled dependent. Application for unpaid leave for family care shall be made in writing to the Assistant Superintendent for Human Resources no later than six (6) calendar months prior to the date on which the leave will commence. Requests shall state the reason and time period for which the leave shall be needed. The leave shall start at the beginning of a semester or at the end of a FMLA leave and must end at the end of that semester except in the case of unexpected illness, disability or emergency that occurs during a semester. An employee may use the maximum of two (consecutive or non-consecutive) unpaid family care leaves.

E. (SUPPORT STAFF). The following language shall apply to unpaid leave of absence following FMLA, unpaid leave of absence for continuation of education and unpaid family care leave of absence. An employee shall have the option of continuing insurance coverage subject to the District obtaining the prior approval of the insurance carrier if such coverage is available provided that the employee pays the full cost of the premium. An employee wishing to continue coverage shall notify the business office in writing of his/her intent to do so at least thirty (30) days prior to the anticipated commencement of such leave whenever possible. Payments shall be made on a monthly basis on a schedule set up for the employee by the business office.

An employee returning from unpaid leave shall be assigned to his/her former position or a comparable one in the same grade. Step increase will be given if the employee works or is on paid leave more than half of their employment schedule for the year. Temporary employees hired to fill vacancies created by the granting of such leave shall be considered as probationary employees for a period not to exceed one full year with no right to recall.

Section 9. CHILD REARING LEAVE (TEACHERS)

A. A teacher who has attained tenure in the District shall be granted a child rearing leave of absence for childbirth and/or child rearing without pay and without loss of accrued sick leave.

B. A teacher desiring such leave shall give notice at least three (3) months prior to the anticipated date of birth. At the time of notice the teacher must specify the entire length of the leave request, including FMLA and leave beyond FMLA.

C. A child rearing leave shall be granted and renewed annually upon request after the birth of the child. A child rearing leave may be taken full-time or part-time. The sequencing and combination of full-and/or part-time leave shall be at the discretion of the teacher requesting such leave. A teacher taking child rearing leave shall not be eligible for more than two (2) consecutive years of full-time leave without pay until returning to at least forty percent (40% FTE) part-time teacher status for a minimum of one (1) school year. There shall be no other limitation to the duration of a child rearing leave.

Teachers returning from child rearing leave shall resume their duties at the beginning of the school year except when the mutual agreement between the BOARD and the teacher of some other date of return is accepted.

Section 10. FAMILY CARE LEAVE (TEACHERS)

Teachers responsible (1) for the physical care of a child under the age of ten (10) years or (2) for the physical care of a disabled dependent shall be granted a family care leave as provided below.

Family care leave shall be given for all or part of a school year or on a part-time basis as requested by the teacher. Such leaves shall begin with the start of a term or semester and continue for the remainder of the school year except in the case of unexpected illness, disability or emergency that occurs during a semester. The request for such leave must be made no later than six (6) months prior to the start of the leave except in cases of unexpected illness, disability, or emergency.

Family care leave whether granted on a full-time or part-time basis may be renewed yearly (so long as the reason(s) justifying the leave remain) by written notice to the BOARD before January 15. Failure to make timely notice may result in the automatic return to full active status for the following year at the BOARD's option.

Family care leave may be taken full-time or part-time. The sequencing and combination of full-and/or part-time leave shall be at the discretion of the teacher requesting such leave. A teacher taking family care leave shall not be eligible for more than two (2) consecutive years of full-time leave without pay

until returning to at least forty percent (40% FTE) part-time teacher status for a minimum of one (1) school year. There shall be no other limitation to the duration of a family care leave.

No teacher shall be eligible for more than six (6) consecutive years of leave under this Article.

Section 11. LEAVE FOR NON-TENURED TEACHERS

A non-tenured teacher may be granted a leave of absence in extraordinary circumstances on a non-precedential basis. It is understood that this will interrupt consecutive time toward acquisition of tenured status by law.

Section 12. CONDITIONS APPLICABLE TO ALL LEAVES: SECTIONS 8A, 9, 10, 11 (TEACHERS)

A. The teacher on such leave shall give notice of intent to return by January 15 of the school year preceding such return. Failure to give timely notice may result in the automatic return to full-time active status for the following year.

B. A teacher returning from a leave of absence shall be placed on the salary schedule at the next step above the step he/she held prior to the leave provided he/she had given full-time service for at least one-half (1/2) of the school year last worked or part-time service of at least .4 FTE. One-half (1/2) of the school year is considered to be either one semester, or ninety (90) work days if the leave bridges more than one semester. An exception to this provision shall be that if the activities of the teacher during his/her leave could be considered comparable to activities that were valid for sabbatical leave, then the teacher shall be placed at the step on the salary schedule he/she would have achieved had he/she not taken the leave.

C. The teacher on leave shall acquire additional seniority.

D. Upon his/her return, a teacher shall be returned to his/her former position or a comparable position in the District, provided the teacher is not involved in a Reduction in Force.

E. The maximum term for such leave shall be two (2) school years; the term of the leave may be prorated over a longer period of time in case of partial leaves. Teachers on partial leave shall work at least forty percent (40% FTE) part-time teacher status, or alternatively to a length of years by mutual agreement.

F. No group term life insurance is available during full-time leaves of absence.

Section 13. JURY LEAVE

Any employee who is subpoenaed or is otherwise required to serve on a jury of any court shall be excused from work without loss of pay for the days on which the employee must be present for such service and on which he/she would otherwise have been scheduled to work.

Section 14. FAMILY/MEDICAL LEAVE

FMLA will be provided as required by law. An employee granted a leave under FMLA will continue to be covered under the District's group health and dental insurance plan, life insurance plan and long-

term disability plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period. Payment for the employee share of such insurance plans shall be made directly to the business office if and when paid leave is exhausted.

Section 15. DEFINITION OF DAY (SUPPORT STAFF)

The term "day" as used in this Article shall mean the number of hours in the support staff's normal workday. Example: If a modified time support staff's assigned work schedule consists of five (5) hours of work per day, a day of sick leave, funeral leave, etc., for such support staff shall be equal to five (5) hours. The parties understand and agree that the purpose for these paid leave provisions is to enable a support staff to be absent without loss of straight-time pay for any days on which the support staff otherwise would have worked but for such leave, subject, of course, to the conditions governing such leave.

Section 16. HOLIDAYS (SUPPORT STAFF)

A. Designation of Holidays. Full-year employees shall receive thirteen (13) paid holidays to be determined by the BOARD and communicated in advance to the UNION. Modified-year employees shall receive nine (9) paid holidays to be determined by the BOARD and communicated in advance to the UNION. Such paid holidays shall not be scheduled during winter break except for the day before Christmas, Christmas, and New Year's day.

In addition, Yom Kippur, Rosh Hashanah and Good Friday shall be paid nonwork days for full-year employees if said days fall on Monday through Friday when teachers are not required to be in attendance.

Additionally, in a year when there are more work days in a work year than an employee is actually being paid, employees shall be granted an unpaid floating holiday for each work day in excess of the number of paid days. Floating holidays shall not be taken during the first five (5) days and last five (5) days of the school year, unless the employee receives written permission from his/her immediate supervisor due to extraordinary or emergency circumstances. Floating holidays may be used in minimum increments of not less than .25 of a workday, limited to being taken at the beginning or the end of the workday. Otherwise, an employee may request off any other day, which shall not be unreasonably denied. The Administration shall have discretion to deny a request to take a floating holiday, but shall only do so when approving the request would impact the operational needs of the department.

B. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday; provided, however, an employee shall be deemed to have worked for the purpose of these eligibility requirements if he/she is on paid vacation, paid sick leave, or paid personal leave pursuant to Article XIII, Section 1.

C. Holiday Pay. Employees who are required to work on any of the days on which the above holidays are observed by the District, shall receive one and one-half (1½) times the employee's regular rate for all hours worked.

Section 17. VACATIONS (SUPPORT STAFF)

A. Amount of Vacation. Each eligible full-year employee shall be credited with vacation time for the fiscal year (July 1 through June 30) in accordance with the following schedule.

Years of Continuous Service as of 6/30	Days of Vacation Per Full Fiscal Yr.	Days of Vacation Earned Per Month
Less than three (3) years completed	10	.83
3 years completed but less than 6	15	1.25
6 years completed but less than 9	20	1.67
9 years completed or more	25	2.08

For purposes of determining the number of years of continuous service as of June 30th, credit for one (1) year of service shall be given to any full-year employee who started before January 1. Any full-year employee who has worked at least two (2) years as a modified-year employee shall be credited with one (1) month of continuous service as a full-year employee for every two (2) months of work as a modified-year employee up to a maximum credit of three (3) years for purposes of determining length of vacation.

An employee who has followed District procedures for requesting in advance a vacation day, shall receive notice of approval within five (5) business days after submission of the request. If the request has not been approved by the end of the fifth day after submission of the request, the employee can assume the leave to be granted. If there is an immediate need to confirm approval, the employee has responsibility for obtaining confirmation from their supervisor.

B. Eligibility Provisions. Full-year employees shall earn days of vacation per month in accordance with the above schedule for each month of employment in which they are in active pay status.

C. Vacation Scheduling. Vacation leave may be used in increments of no less than .50 of a workday. Vacation leave shall be taken with two (2) working days notice during June or July or at any other times that may be mutually agreed to by both the full-year employee and his/her immediate supervisor. In cases of a supervisor denying an employee's request to use earned vacation time, the supervisor shall provide the employee with a written statement of the reason for denial. Such requests shall not be denied in an arbitrary or discriminatory manner. Requests to use vacation time on weekends shall not be denied to employees who work Saturday or Sunday as a part of their normal workweek on grounds of the District's inability to find substitutes or unwillingness to pay them overtime.

D. Accumulation Limitations. An employee may carry over unused vacation days up to a maximum of ten (10) days from year to year. However, in no event shall an employee have an accumulation of more than thirty (30) days of unused vacation at any time. At the employee's option and upon written request (the request must be mutually agreed to on a non-precedent setting basis by the employee, by the employee's supervisor, and by the Assistant Superintendent for Human Resources, the employee shall receive full pay for the

unused vacation days at or under the maximum carryover of ten (10) instead of allowing them to accumulate. Any unused vacation days beyond the maximum carryover of ten (10) shall be fully paid to the employee up to a limit of seven (7) days annually.

E. Vacation Pay Upon Termination. Employees separating from the District on either a voluntary or involuntary basis, assuming the Administration has not requested them to work, must use all remaining vacation time before separation, if there is sufficient notice to use the remaining vacation time. Any vacation days that are not used shall be paid to the employee no later than the next pay period on which such employee would have been paid.

ARTICLE XIV - BUILDING AND COMMUNICATION FACILITIES

Section 1. BUILDING FACILITIES

A. Cleanliness and Safety. All school facilities shall be kept clean and free from hazards to health and safety. Special equipment shall be provided to minimize hazards in shops, laboratories and other places where required. Parking lots and access areas to school buildings shall be kept clean and safe.

B. Lunch Facilities. Each building shall have adequate facilities for employees who bring lunches to school. Access to refrigeration shall be provided.

C. Vending Machines. Beverage vending machines shall be provided in each employees' lounge or dining room. Proceeds from these machines shall be placed in each school's Activities Account and allocated to Faculty Concessions.

D. Departmental Offices. Full effort shall be made to provide each department with a departmental office to meet the needs of the employees in the department.

E. Childcare Facilities. Employees shall be given priority enrollment for District childcare facilities. Employees who elect to enroll their child or children in the District childcare facility shall pay, in addition to tuition, a per-child user fee, to cover the necessary capital outlay for the facilities. The user fee for the first child shall be $300. Every additional child shall be $200. The user fee shall expire once the total capital outlay has been recovered. A committee shall be established, with members selected by the Superintendent and the UNION President, to oversee the management of said childcare facilities.

Section 2. USE OF DISTRICT TECHNOLOGY

A. Should any employee be disciplined, including negative evaluation, reprimand, suspension or denial, the basis for which discipline may be material garnered from monitoring of the use of District technology, and/or a violation of the BOARD's policies and procedures pertaining to acceptable use of technology in District schools, which violation is based upon such monitoring, the following shall apply:

1. Monitoring of District technology shall be based upon reasonable suspicion of a violation or conduct constituting grounds for discipline;

2. At any disciplinary hearing involving the admissibility of monitored use of District technology, the employee shall be able to move to exclude such use based on a lack of reasonable suspicion; and

3. If the arbitrator (hearing officer) determines there was a lack of reasonable suspicion, any material collected shall be excluded from the record.

B. Notwithstanding the blanket prohibition of "commercial use" of District technology, it shall not be a violation of this policy if an employee peruses financial data, stock market quotations, newspapers or other related materials.

ARTICLE XV - TRAVEL ALLOWANCE - PROFESSIONAL MEETINGS (TEACHERS)

Section 1. TRAVEL BUDGET

A. The teachers and director of each department shall devise cooperatively a means of choosing its representation at conventions and other professional meetings.

B. Each building shall be authorized to budget for teacher travel to conventions and other professional meetings. The budget shall be determined by multiplying the number of licensed staff members (excluding administrators) in each building by .0055 x MA/45-3 (current salary schedule).

C. While the total travel budget shall be determined by the number of teachers in the building, the allocation of such funds per department shall be cooperatively planned by the director and the building principal.

D. Travel funds allocated to each department shall be reported to the teachers at the first meeting of the department. If reasonably requested by a teacher with respect to his/her department or by the UNION vice-president with respect to a specific department in his/her building, the appropriate principal shall provide information concerning the actual disbursement of travel funds for the applicable department.

Section 2. PROFESSIONAL TRAVEL EXPENSES

Expenses for travel by automobile shall be reimbursed at IRS allowable rate per mile. In addition, toll road, toll bridge and parking charges shall be reimbursed in full, provided receipts are submitted.

Section 3. TRAVEL - BUSINESS OFFICE ARRANGEMENTS

Travel fare for transportation by public carrier for any trip of a professional nature shall be arranged by the business office of the school except for cab fare which shall be reimbursed in full provided receipts are submitted.

Section 4. CHOICE OF TRANSPORTATION

Where a decision is to be made between an automobile and a public carrier, the decision shall be made on a distance-time basis. If the distance to be traveled is not more than two hundred (200) miles one way, travel may be by automobile. Where the distance is not more than four hundred (400) miles one way and two (2) or more teachers choose to travel together, travel may be by automobile. Should an individual choose to travel by automobile, when travel by public carrier would be feasible as indicated above, travel by automobile, when approved by the building principal, shall be reimbursed in an amount equal to airline coach fare (Y class) to and from the destination.

Section 5. MEAL AND LODGING ALLOWANCE

Reasonable expenses for meals and lodging shall be reimbursed in accordance with the guidelines applicable to the District's administrators, provided that the amount shall not be less than guidelines as are currently in force. Receipts for lodging shall be attached to the teacher's itemized list of expenses.

Section 6. PROFESSIONAL MEETING ALLOWANCE

Allowance for teachers' professional organization meeting registration fees and dinners which appear on the program literature of the organization sponsoring the meeting, or are otherwise receipted by the organization shall be reimbursed in full.

ARTICLE XVI - SCHOOL DAYS, SCHOOL YEAR, WORK HOURS AND OVERTIME

Section 1. SCHOOL DAY CHANGE (TEACHERS)

If there is to be a change to the school day found below in Sections 2, 3, 4, 6, and 8 of this Article, the process for developing a new school day shall be jointly developed and agreed upon by the BOARD and the UNION, with input from constituents as defined below, and any school day adopted by the BOARD shall incorporate the following parameters of working conditions for all teachers. If there is to be a change to the school day, the language in Sections 2, 3, 4, 6, and 8 of this Article, the language of Section 2 of Article XVII and the language in Section 11 of Article XVII for Early Bird Science shall be stricken when in conflict with the school day change adopted by the BOARD.

A. Teachers teach no more than five (5) classes and, in addition, have a homeroom. Physical Welfare teachers teach additional classes as follows. Any Physical Welfare teacher who is a head coach or an assistant coach in the District shall only be assigned to teach five (5) classes in a regular work day and may be given a sixth assignment to work with student athletes in support assignments. The teaching of six (6) classes in Physical Welfare is contingent upon the Board not enacting waivers for Physical Welfare. If the BOARD decides to enact waivers for Physical Welfare, Physical Welfare teachers shall revert back to teaching five (5) classes.

B. At least twenty eight percent (28%) of weekly work minutes shall be scheduled as unassigned time. Such unassigned time includes time for individual planning and preparation, office hours, and a minimum forty (40) minute daily lunch period. Passing periods shall not count as unassigned time and blocks of less than fifteen (15) consecutive minutes shall not count toward unassigned time.

C. Any increase beyond the current seven (7) hour, twenty-five (25) minute work day will be compensated for through a salary increase above and beyond that which is agreed upon in the salary schedule and shall be jointly arrived at by the parties.

D. Start and end time of an individual teacher's work day may be shifted such that the work day begins or ends outside of the normal school day in order to incorporate early bird and late bird offerings. In such a case, the work day hours shall not exceed seven (7) hours and twenty-five (25) minutes unless agreed to as described in C above. The work day hours shall be contiguous, and such a work day schedule shall be assigned only upon agreement of the teacher.

E. Formation of a school day committee is made up of equal number of parents, students, teachers and administrators, and charged with conducting activities aimed at submitting a report as described below.

F. A committee report submitted to the BOARD and UNION which includes data from the sources such as the following: student surveys, staff surveys, parent surveys, research literature on best practices in most effective school day structures, site visit reports on school day structures, analyses of possible changes to the school day which affect relevant

factors of student achievement, and additional data deemed necessary by the school day committee.

G. Subject to the criteria in subsections A through D above, the BOARD will make no change to the following features of any school day without negotiating with the UNION:

1. All teachers shall have the weekly equivalent of one (1) full period per day, not to be less than 40 minutes per day, during periods in the middle of the school day, designated as their duty-free lunch period.

2. All teachers shall have the weekly equivalent of one (1) full period per day, not to be less than 40 minutes per day, designated for self-directed professional preparation. Teachers may leave the building with their Director's permission.

3. All teachers shall have the weekly equivalent of one (1) full period per day, not to be less than 40 minutes per day, designated as office hours to meet with students, parents and school personnel.

Unscheduled Time - Teachers shall not be required to be present in the school building during unscheduled periods, so long as sufficient time is spent in the building overall to provide assistance to students and to fulfill professional responsibilities. Teachers shall notify the divisional office when they are to be absent from the building during school hours, the lunch period excepted.

H. If a change to school day is enacted, in the school year of implementation and the school year following any change to school day as contemplated above, the BOARD guarantees that in those two school years, the number of FTE bargaining unit licensed staff shall not be reduced below the level of the school year immediately prior to the year of the newly implemented school day, minus retirees, voluntary terminations, leaves of absence, and termination. In addition, a decline in enrollment will permit the BOARD to make reductions in FTEs.

Section 2. SCHOOL DAY (TEACHERS)

The school day schedule will include the following features:

A. A normal work day begins at 8:00 AM and ends at 3:25 PM and shall consist of nine (9) forty-two (42) minute class periods per day with double-period lab classes twice per week.

B. Non-lab class teachers will teach five (5) class periods per week, per class, and, in addition have a homeroom, with a course load of five (5) classes per semester exclusive of driver education teachers and teachers with six (6) IIC (special education resource) classes.

C. Lab class teachers will teach seven (7) class periods per week, per class, and, in addition have a homeroom, with a course load of four (4) classes per semester.

D. Non-lab class teachers will have a sixth (for Physical Welfare teachers teaching six classes, a seventh assignment not to include study hall) assigned period per day (pro- rated for part-time employees). Those duties may include anything that counts as a sixth (or seventh, as specified above) assignment under the current contract or a study hall, provided that

1. No teacher shall serve more than one (1) semester per year in a study hall, and

2. Study hall positions shall be assigned on a rotational basis, under Article XVIII, Section 2B and 2C of this AGREEMENT, and

3. All non-lab teachers will be assigned to the equivalent of five (5) periods of sixth (or seventh as specified above) assignment duty per week. Committee work does not qualify as sixth (or seventh as specified above) assignment duties (e.g. Staff Council, School Improvement, Respect, TCSI, PDSI, CSSI, etc.).

4. Any Physical Welfare teacher who is a head coach or an assistant coach in the District shall only be assigned to teach five (5) classes in a regular work day and may be given a sixth assignment to work with student athletes in support assignments. The teaching of six (6) classes in Physical Welfare is contingent upon the BOARD not enacting waivers for Physical Welfare. If the BOARD decides to enact waivers for Physical Welfare, Physical Welfare teachers shall revert back to teaching five (5) classes.

   i. With the exception of bass fishing coaches, any Physical Welfare teacher who coaches (head or assistant) will teach 5 classes, but if that teacher does not fulfill their coaching duties (except in cases of unexpected severe illness, disability, or negative life-altering event), they must make themselves available to internally sub for one period per day without additional compensation until they can be assigned six classes or until the end of the school year and must teach six classes for the next two years following regardless of whether they are also a coach.

   ii. Physical Welfare teachers who teach all sophomore Physical Welfare/Health classes will teach a regular course load of 5 classes.

5. Non-licensed support staff will be assigned in the locker room for the first five and last five minutes of each Physical Welfare class period (as students change and get ready). Physical Welfare teachers shall be assigned no duties in the locker room during the first and last five minutes of each period in which they are assigned to teach. Physical Welfare teachers who teach five (5) classes will supervise during the first five (5) minutes and the last five (5) minutes of the period; Physical Welfare teachers who teach six (6) classes do not have to supervise during the first five (5) minutes of class.

E. Lab class teachers shall be assigned to a sixth period of duty only on days that they are not teaching six (6) class periods.

F. All teachers shall have one (1) full period per day, not to be less than 40 minutes per day, during periods in the middle of the school day, designated as their duty-free lunch period.

G. All teachers shall have one (1) full period per day, not to be less than 40 minutes per day, designated for self-directed professional preparation. Teachers may leave the building with their Director's permission.

H. All teachers shall have one (1) full period per day, not to be less than 40 minutes per day, designated as office hours to meet with students, parents and school personnel.

I. No teacher shall be assigned more than six (6) periods combined of teaching or related duties on any day. Exclusive of this are nurses, counselors, social workers, psychologists, speech pathologists and librarians, for the purpose of study hall.

J. Each Literacy Center shall be staffed with five Math and five English teachers. Each period of the day, from early bird through 9th period, shall be staffed by at least one teacher. An assignment in the Literacy Center shall entail two periods per day in lieu of one teaching section. These teachers shall be included in the rotation for study hall, but their total load will not exceed six periods.

It is not the intention of this Section either to decrease or increase teacher responsibilities other than those terms clearly specified in this Section. Both parties agree to mutually resolve any adverse unintended consequences resulting from the school day change.

The contractual workday shall remain at seven hours and twenty-five minutes (7:25).

Section 3. UNSCHEDULED TIME (TEACHERS)

Teachers shall not be required to be present in the school building during unscheduled periods, so long as sufficient time is spent in the building overall to provide assistance to students and to fulfill professional responsibilities. Teachers shall notify the building office when they are to be absent from the building during school hours, the lunch period excepted.

Each teacher shall reserve and make known to his/her students and to the Administration, at least one (1) duty-free period for office hours during the school day.

Section 4. ALTERNATIVE WORK SCHEDULE (TEACHERS)

A. Niles Central Workday (TEACHERS)

1. Length of Workday. The workday of teachers assigned to Niles Central shall begin at 7:50 AM and end at 2:25 PM, for a total of 395 minutes each day during the week, for four (4) days per week. On the fifth day of the week, the teachers' workday shall begin at 7:50 AM and end at 2:45 PM, for a total of 415 minutes that day and shall include a forty- (40) minute faculty meeting beginning at 2:05 PM the day of the week that includes the faculty meeting shall remain the same throughout the year.

2. Morning Supervision. Beginning at 7:50 AM teachers will be expected to supervise students as they arrive to school and continue to supervise students until the start of the first- period class.

3. Searching of Students. Teachers may volunteer to assist security staff in the searching of students for security and disciplinary purposes. If there are an inadequate number of volunteers, an administrator may assign, but all employees are indemnified by the school code. Teachers who volunteer for, or are assigned to, such duty shall be given adequate training by qualified security personnel prior to participation in the searching of students. The District agrees to indemnify and hold harmless all teachers in the searching of students for security purposes.

4. Passing Periods. During the two-minute passing periods between classes teachers will be expected to monitor and supervise students, including making reasonable effort to maintain a visible presence in the hallways.

5. After-school Supervision. In order to facilitate an orderly dismissal, teachers will be expected to supervise students from the end of the last class period of the day until all students have departed on busses and vans.

B. Counselors. Counselors may be assigned, on a voluntary basis only, to one of the following alternative schedules:

MW – 3 counselors – 8:40 AM - 4:05 PM
TTh – 3 counselors – 7:20 AM - 2:45 PM

C. Early Bird Science

1. Schedule

i. Early bird (EB) science classes begin at 7:53 AM and go through period 2 (8:52 AM) five days a week for a total of 295 minutes.

ii. The workday for teachers of EB Science classes shall be from 7:45 AM to 3:10 PM.

iii. EB Science teachers shall have no assignment during 9th period.

2. Staffing

i. Teachers shall be assigned to an early bird schedule on a voluntary basis only.

ii. In the case that more teachers request EB Science than the schedule allows, teachers shall be assigned to an EB schedule based on the conditions set forth in Article XI, Sections 1, 2, and 5, and Article XII, Section 5A of this AGREEMENT.

iii. In accordance with Article XI, Section 2, teachers shall be given notification of an EB schedule no later than one week prior to the end of the previous school year.

D. Hybrid Lab/Non-Lab Schedule Options

1. Hybrid Options for Special Education Teachers

   i. Hybrid A. Special Education teachers may be assigned to Hybrid A which shall consist of one (1) year-long co-taught Lab class, three (3) of any non-lab class from the Special Education Department, and one (1) split-IIC (special education resource) class, per semester. The split IIC class would be assigned twice per week during one semester and three times per week in the other semester. This schedule will result in one semester of twenty-five (25) periods of classroom instruction per week and one semester of twenty-four (24) periods of classroom instruction per week.

   ii. Hybrid B. Special Education teachers may be assigned to Hybrid B which shall include one (1) year-long co-taught Lab class, and seven (7) semesters of any non-lab class from the Special Education Department, four (4) of which shall be scheduled in one semester and three (3) of which shall be scheduled in the other. This schedule will result in one semester of twenty-seven (27) periods per week and one semester of twenty-two (22) periods per week. It is understood that the BOARD and its agents will make every effort to schedule the fourth (4^{th}) non-lab class in the first semester of the school term.

   iii. Hybrid C. Special Education teachers may be assigned to Hybrid C which shall consist of two (2) year-long co-taught Lab classes, two (2) IIC classes per semester and one (1) split-IIC class per semester. The split-IIC class would be assigned twice a week during one semester and three times per week in the other semester. This schedule will result in one semester of twenty-seven (27) periods of classroom instruction per week and one semester of twenty-six (26) periods of classroom instruction per week. It is understood by the parties that all non-lab classes scheduled shall be IIC classes only.

   iv. Hybrid D. The parties agree that Hybrid D will not be assigned to teachers in the Special Education Department.

   v. Hybrid E. Special Education teachers may be assigned to Hybrid E which shall include three (3) year-long co-taught Lab classes, and two (2) semesters of any non-lab class from the Special Education Department. This schedule will result in two (2) semesters of twenty-six (26) periods of classroom instruction per week.

2. Hybrid Options for Art Department Teachers

   i. Hybrid A. Art Department teachers may be assigned to Hybrid A which shall include one (1) year-long Lab class, three (3) non-lab classes, and one (1) split- or partial-class per semester. The split class would meet three (3) periods per week during the first semester and two (2) periods per week during the second semester. The partial class would meet only two (2) or three (3) days per week. This schedule will result in one semester of twenty-five (25) periods of classroom instruction per

week and one semester of twenty-four (24) periods of classroom instruction per week.

ii. Hybrid B. Art Department teachers may be assigned to Hybrid B which shall include one (1) year-long Lab class, and seven (7) semesters of any non-lab class from the Art Department, four (4) of which shall be scheduled in one semester and three (3) of which shall be scheduled in the other. This schedule will result in one semester of twenty-seven (27) periods per week and one semester of twenty-two (22) periods per week. It is understood that the BOARD and its agents will make every effort to schedule the fourth (4^{th}) non-lab class in the first semester of the school term.

iii. Hybrid C. The parties agree that Hybrid C will not be assigned to teachers in the Art Department.

iv. Hybrid D. Art Department teachers may be assigned to Hybrid D which shall include two (2) year-long Lab classes, and five (5) semesters of any non-lab class from the Art Department. This schedule will result in one semester of twenty-nine (29) periods per week and one semester of twenty-four (24) periods per week. It is understood that teachers shall be scheduled twenty-nine (29) periods per week in the first semester only. It is further understood that in the second semester of twenty-four (24) periods per week, the teacher's "sixth assignment" shall be limited to work directly related to the second semester art shows.

v. Hybrid E. Art Department teachers may be assigned to Hybrid E which shall include three (3) year-long co-taught Lab classes, and two (2) semesters of any non-lab class from the Art Department. This schedule will result in two (2) semesters of twenty-six (26) periods per week.

3. The specific details in this Section in no way nullify those agreements found in Article XVI, School Day, School Year, Work Hours and Overtime, and Article XVII, Teaching Load (Teachers) as they apply to Special Education, Art Teachers, or any other teacher of the District. Special Education and Art teachers may continue to be scheduled per the parameters of Articles XVI and XVII, but may also be scheduled according to the agreements found and detailed specifically herein. In addition, in the event a teacher is assigned a hybrid lab/non-lab schedule of four (4) courses, such assignment shall be considered a full-time teaching assignment, and this teacher will not have a reduction of pay for such scheduling arrangement.

Section 5. FACULTY MEETINGS (TEACHERS)

A. Building faculty meetings shall be held when necessary and appropriate but no more frequently than once each month. Such meetings shall generally be held on Mondays but may be rescheduled as needed, beginning ten (10) minutes after the end of the last class meeting and lasting no longer than forty (40) minutes except by general consent of those in attendance. The building principal shall determine whether attendance at the meeting is voluntary or mandatory.

B. Department meetings shall be held when necessary and appropriate, but no more than once a month. Such meetings shall normally begin ten (10) minutes after the end of the last class period and last no longer than forty (40) minutes except by general consent of those in attendance. Each department may make such other arrangements for meetings as will facilitate the work of the department. The director shall indicate whether attendance at any department meeting is voluntary or mandatory.

C. Building and/or department meetings may be scheduled on school time when appropriate in lieu of monthly after-school meetings.

D. Additional meetings may be held with the consent of those affected by the meetings.

E. Part-time employees are responsible for all information disseminated at department, building, or District meetings.

F. Part-time employees shall be required to attend all District institute days and shall be compensated pro rata for the difference between their part-time assignment and a full day of work.

Section 6. OPEN HOUSE AND PARENT-TEACHER CONFERENCES (TEACHERS)

A. Early in the first semester there shall be one evening scheduled for a two- hour and thirty-minute Open House under the following parameters:

1. Dinner is provided by the District from 4:00 PM - 5:00 PM in each building.

2. Teachers are free to leave the building if needed before open house.

3. Open house shall run from 6:00 PM to 8:30 PM.

4. The following school day there shall be a late arrival for students and teachers, with classes beginning at 10:10 AM.

5. Student services may be given an alternative required assignment in lieu of Open House.

B. Between the 10th and 12th weeks of instruction there shall be an evening of 40 parent-teacher conferences [10 per hour, 5 minutes each] following an early-release school day.

1. School ends at 2:11 PM (all periods will be 34 minutes in duration).

2. Dinner provided by the District from 3:00 PM - 4:00 PM in each building. Teachers are free to leave the building if needed before conferences.

3. Conferences run from 4:00 PM to 8:00 PM. They are five minutes in duration: each hour there are 10 conferences scheduled. This will allow for "make up time" for any conference that may exceed the 5-minute limit.

4. The following day there shall be a Teacher Institute Day beginning at 9:00 AM ending at 2:55 PM and including a 30-minute lunch break.

5. There will be no school on the Wednesday prior to Thanksgiving. Any year in which it is not possible to have the day prior to Thanksgiving off, then both parties agree to renegotiate this Section on Parent-Teacher Conferences.

6. Students will serve as monitors/helpers each evening: they will provide direction for parents looking for rooms and will be assigned to teachers' classrooms to keep the conferences on time.

Section 7. TEACHERS NOT ENGAGED IN CLASSROOM TEACHING (TEACHERS)
Teachers whose work is other than classroom teaching shall not be required to work longer each day than the normal school day of seven (7) hours and twenty-five (25) minutes. Unless mutually agreed otherwise, the normal school day shall not start before 7:00 AM or end after 3:25 PM.

Section 8. THE SCHOOL YEAR (TEACHERS)
The school year for all teachers shall consist of one hundred seventy-nine (179) instructional student attendance days, and three (3) institute days for a total of 182 school days. The school calendar shall include one day off between semesters except in the case of a school year in which the first semester ends prior to the beginning of winter break. For the purpose of this Section, the "day" referred to in the previous sentence is defined as a regular business, non-holiday, non-winter-break day. Although the school calendar must provide one hundred eighty-five (185) days, sufficient holidays shall be given or the closing day of school adjusted to ensure that the limit of one hundred seventy-nine (179) teaching days, including days of examinations, shall not be exceeded. At the first regular March meeting of the BOARD, the days in excess of one hundred seventy-nine (179) actual student attendance days shall be reported. At the second regular March meeting of the BOARD, an arrangement for disposing of such excess days as are found, having been agreed upon by UNION representatives and the Superintendent, shall be recommended to the BOARD.

For any school year in which the first semester ends prior to winter break and there is no scheduled day off between semesters, counselors will complete any necessary student schedule changes and ensure students and parents /guardians are aware of the changes by 3:23 PM on the Monday following the first semester final exams period. Counselors shall be credited one of their ten days for this work. In the event that the last day of the first semester falls on December 23rd, the deadline for counselors to complete the above-stated work shall be moved to December 28th.

Section 9. THE SCHOOL CALENDAR (TEACHERS)
The Superintendent shall consult with UNION representatives on the school calendar, which shall then be recommended to the BOARD.

Section 10. APPLICATION OF THIS ARTICLE (SUPPORT STAFF)
The purpose of this Article is to set forth the normal workday and the normal workweek and to provide a basis for calculating overtime pay and shall not be construed as a guarantee of hours of work; provided, however, the BOARD shall not arbitrarily reduce hours of work during the fiscal year. Support staff shall not be required to alter their normally scheduled hours of work without their consent in order to prevent such support staff from being eligible for overtime pay. Once a support staff has been employed for the fiscal year, the BOARD shall not change without the support staff's consent, a support staff's status as a full-time employee to a modified time employee or a part-time employee, or a support staff's status as a modified time employee to a part-time employee. Notwithstanding the foregoing, where the BOARD determines that there is insufficient work during a fiscal year, the BOARD shall follow the procedure set forth in Article XII, Section 6C Layoffs and Recalls (Support Staff) rather than reducing support staff hours without their consent unless the BOARD can demonstrate that reducing support staff hours is more practicable. Where the BOARD can so demonstrate, the hours of the least senior employee(s) in the affected job title(s) shall be reduced first as long as it is determined that the remaining employees in the affected job title(s) possess the current skill, ability and qualifications to perform the remaining work.

Section 11. NORMAL HOURS OF WORK (SUPPORT STAFF)
The normal workday and the normal workweek for custodial, maintenance, technology and pupil security employees shall not exceed eight (8) hours per day (exclusive of an unpaid lunch period) and forty (40) hours per week. The normal workday and the normal workweek for paraprofessionals and secretarial/clerical employees may exceed seven and one-half (7-½) hours per day (exclusive of an unpaid lunch period) and thirty-seven and one-half (37-½) hours per week when a request is made by the Administration that the employee work eight (8) hours per day and forty (40) hours per week.

For purposes of calculating overtime pay, a support staff's workweek begins at 11:00 PM Saturday and ends at 10:59 PM on the following Saturday.

Section 12. BREAKS AND LEAVES (SUPPORT STAFF)
The BOARD shall provide each support staff scheduled to work seven and one-half (7-½) hours per day with two (2) paid breaks of fifteen (15) minutes during the normal workday as scheduled by the support staff 's immediate supervisor. An unpaid, duty-free lunch break of forty-five (45) minutes shall be similarly scheduled. A support staff, with prior approval of his/her immediate supervisor, may combine one fifteen (15) minute break to extend his/her scheduled lunch break to a maximum of sixty (60) minutes. Paraprofessionals (P1) may be assigned to an unpaid duty-free lunch break of thirty (30) minutes in lieu of a forty-five (45) when appropriate and necessary for the program. In these cases, the paraprofessional (P1), may combine one fifteen (15) minute break to extend their schedule lunch break to a maximum of forty-five (45) minutes. It is at the sole discretion of the Administration to determine the need to schedule a 30 minute lunch break. Paraprofessionals (P1) may not use one of their fifteen minute breaks at the end of the school day to end their workday fifteen minutes early.

The BOARD shall provide each support staff scheduled to work eight (8) hours per day with two (2) paid breaks of fifteen (15) minutes during the normal workday as scheduled by the support staff 's immediate supervisor. An unpaid, duty-free lunch break of thirty (30) minutes shall be similarly scheduled. A support staff in this category (eight-hour day), with prior approval of his/her immediate

supervisor, may combine one fifteen (15) minute break to extend his/her scheduled lunch break to a maximum of forty-five (45) minutes.

Support staff, such as community paraprofessionals and one-on-one paraprofessionals, who are required to work through the lunch break due to the nature of their work assignment shall be paid for the time worked during the lunch break, upon submission of a payroll adjustment and approval by the director. The time worked during the lunch break shall not be considered overtime, unless the employee's total time worked for the week exceeds 40 hours.

Paraprofessionals (P1) who are affected by the shortened bell schedule shall receive an additional six (6) hours of pay in the last paycheck of the school term as compensation for such missed lunch periods.

When taking a one-quarter (1/4) day of leave, support staff may not “stack” or combine break or lunch time with leave time. Quarter days of leave must be taken at the beginning or end of the support staff employee’s work day. When taking one-quarter (1/4) day of leave, support staff employees scheduled to work 7.5 hours or more per day forfeit their second 15-minute break; however, all quarter day leaves shall be considered to be two (2) hours in duration.

Section 13. OVERTIME (SUPPORT STAFF)

When a support staff is assigned to work in excess of forty (40) hours in his/her workweek, such support staff shall be paid 1.5 times the support staff 's straight-time base hourly rate for each hour worked in excess of the support staff's applicable workweek. All overtime work must be pre-approved by the support staff 's immediate supervisor, except where supervisors and support staff have agreements for specific types of work to be completed that do not necessitate preapproval.

For purposes of determining a support staff 's eligibility for overtime pay, paid non-work days shall be deemed to have been worked. Paid non-work days are considered any days deemed as mandatory time off including school holidays and emergency closings. Sick, personal, and vacation days are not considered days worked. In addition, for modified time support staff who are normally scheduled to work five (5) days per week, the day or days during short work weeks that support staff are not scheduled to work by the District on which such support staff normally would have been scheduled to work (e.g., the first or last week of the school year, weeks in which full-time employees observe a paid holiday, weeks in which full-time support staff are scheduled to work institute days, etc.) shall be deemed to be worked for purposes of determining eligibility for overtime pay.

While overtime work is normally assigned on a voluntary basis, the BOARD retains the right to require overtime if there are an insufficient number of volunteers who are determined to possess the current skill, ability and qualifications to perform the overtime work in question. Unless there are extenuating circumstances, overtime work for technology, paraprofessional, and secretarial/clerical employees shall be offered to the holder of the position in question.

The foregoing overtime provisions shall not be applicable where a support staff performs any of the activities or assignments for which compensation is set forth in subsections “Coaches’ Stipends,” “Nonathletic Supplements,” “Minor Game Officials’ Stipends,” “Other Stipends Per Event,” and “Mentoring Program Stipend (Support Staff)” of the District Stipend. Compensation for such activities

or assignments shall be in accordance with the compensation for the applicable activity or assignment set forth in this AGREEMENT.

Overtime shall be given to employees who are required to work on weekends or holidays where they are not typically scheduled to do so.

Section 14. DISTRIBUTION FOR OVERTIME WORK FOR CUSTODIAL AND MAINTENANCE EMPLOYEES (SUPPORT STAFF)
The opportunity to work overtime shall be rotated:

1. Separately among custodians-cleaners and maintenance employees in each such area of work in each building, with the rotation starting with the qualified employee in each area in each building who has the highest District performance rating; and

2. District-wide among grounds department employees, with the rotation starting with the qualified employee who has the highest District performance rating.

The foregoing provisions shall not be applicable where the overtime work is a continuation of the work being performed during the support staff 's normal hours of work; provided, however, if such overtime work amounts to more than two (2) hours, the support staff shall revert to the bottom of the applicable rotation list.

An available and qualified employee who declines proffered overtime work shall not again be entitled to overtime work until his/her next turn in the rotation. If a support staff is determined not to be qualified for the specific overtime work in question, the employee shall not lose his/her place on the applicable rotation list. The BOARD shall not be required to break in on work in progress or change an employee's shift in assigning overtime. If a support staff demonstrates that he/she did not receive overtime for which he/she was entitled, that support staff shall have preference for the next available overtime assignment.

Section 15. SECOND SHIFT DIFFERENTIAL (SUPPORT STAFF)
Support staff who are assigned to work on a second shift shall receive a shift differential of two percent (2%) for each hour worked during said second shift.

Section 16. THIRD SHIFT DIFFERENTIAL (SUPPORT STAFF)
Support staff who are assigned to work on a third shift shall receive a shift differential of six percent (6%) for each hour worked during said third shift.

Section 17. MAINTENANCE MECHANIC III ON-CALL COMPENSATION (SUPPORT STAFF)

A. The individual will be on call except for earned time off and/or special occasions with arrangement with the building manager.

B. The individual will respond to building situations during off hours, including the use of Reno, Apogee, or other on-line systems.

C. The individual will come to the physical plant if necessary. Compensation will be paid as per the contract for these situations.

D. Management has the right to select the individual from qualified personnel.

E. The stipend shall be paid at $10,500 for Niles North and Bridges Adult Transition Center, and $12,000 for Niles West, Niles Central, District Office, Annex, Transportation Center, and Howard Street. This stipend may be split between more than one individual at an agreed upon proportion.

F. If the individual is responsible for both buildings, the stipend shall be 1.75 times the single building rate.

G. Management has the right not to fill this stipend position in a given year.

Section 18. PREMIUM PAY FOR WORK ON SATURDAY AND SUNDAY (SUPPORT STAFF)

Support staff who are assigned to work on Saturday and/or Sunday, as part of their regular schedule, shall receive eight percent (8%) per hour above their straight-time hourly rate of pay for all hours worked on said days. No support staff shall be assigned to work both Saturday and Sunday as part of their normally scheduled workweek, unless requested, in writing, by the support staff.

Support staff may not be involuntarily assigned to work on Saturday and/or Sunday as part of their normally scheduled work week for two (2) consecutive school years.

Section 19. CALL BACK PAY (SUPPORT STAFF)

A support staff employee who is called back to work due to an unanticipated emergency situation (e.g., flood, heating emergency, etc., provided that snow removal shall not be considered an unanticipated emergency) after having gone home, shall receive a minimum of four (4) hours pay at 1.5 times the support staff's straight-time base hourly rate; provided, however, any such hours shall not be counted as hours worked for any other purpose under this AGREEMENT.

Section 20. NO PYRAMIDING (SUPPORT STAFF)

Compensation shall not be paid more than once for the same hours under any provision of this Article or AGREEMENT, provided that this section shall not be applicable to those situations covered by Article XVI, Section 20 Call Back Pay (Support Staff) or to those occasions where the support staff is required to perform during his/her normal hours of work any of the activities or assignments for which compensation is set forth in subsections “Coaches’ Stipends,” “Nonathletic Supplements,” “Minor Game Officials’ Stipends,” “Other Stipends Per Event,” and “Mentoring Program Stipend (Support Staff)” of the District Stipend Handbook.

Section 21. SHIFT ASSIGNMENT (SUPPORT STAFF)

Each custodial or maintenance employee shall be given their shift assignment for the next school year prior to June 1. Involuntary shift changes may be made with the approval of the UNION upon good cause shown. Such approval shall not be unreasonably withheld.

When the BOARD assigns work between and among shifts, support staff shall be paid at the appropriate differential pay rates for such shifts and overtime pay for overtime work shall be paid at 1.5 times the support staff 's average hourly rate of pay for each hour worked in excess of the support staff 's applicable workweek.

Section 22. COMPENSATORY TIME OPTION (SUPPORT STAFF)
A support staff working overtime shall have the right to substitute compensatory time for overtime pay on the basis of one and one- half (1-½) hour of compensatory time per one (1) hour of overtime worked with the written approval of the support staff's immediate supervisor. A support staff desiring to substitute compensatory time for overtime pay shall make a written request to his/her supervisor within twenty-four (24) hours of the time at which the overtime work was assigned. The immediate supervisor shall approve or deny the request in writing within twenty-four (24) hours of his/her receipt of the support staff's written request.

When requested and approved, compensatory time must be scheduled and used within six (6) months of the date on which the overtime was worked. Requests to use compensatory time must be made in writing at least twenty-four (24) hours in advance and shall be approved by the support staff's immediate supervisor.

Section 23. FLEX TIME SCHEDULING (SUPPORT STAFF)
Upon the written request of an individual support staff or group of support staff within a building, that individual or group of support staff may elect to work a flexible schedule for a designated period of time not to exceed six (6) months with the consent of the immediate supervisor(s) involved and the written approval of both the Superintendent and the UNION President. Such flexible scheduling arrangements may be renewed for six (6) month blocks with the written consent of all parties involved. Requests for flex time scheduling arrangements must include specific provisions for the receiving and transferring of messages to and from each work station involved.

Section 24. IN-DISTRICT PROFESSIONAL GROWTH (SUPPORT STAFF)
All full- and modified-time support staff may request and may be granted five (5) hours per school year at the discretion of their immediate supervisor paid at the support staffs ' regular hourly rate to attend in- service training, parent-teacher conferences or other District initiatives, with the exception of in- house courses in technology. Compensation for such activities shall be granted when the support staff has received preapproval from his/her direct supervisor and the support staff 's direct supervisor submits verification of the completion of the activities. Professional growth hours are not subject to the overtime provision.

Section 25. EXTENDED SCHOOL YEAR (SUPPORT STAFF)
Support staff employees who work beyond the school term in the same position shall be paid at the same rate of pay just earned during the prior school term. This does not apply to non-attendance emergency days.

Section 26. FLEXIBLE SUMMER HOURS (SUPPORT STAFF)
Support staff employees who work twelve months annually will have the option to work a modified summer schedule from June 1st to July 31st subject to department level director approval and operational needs. The modified schedule option is to work an additional hour (at the beginning of the

day) Monday through Thursday and then work four consecutive hours on Friday at the beginning of the day. Support staff must choose whether to work the modified schedule or a traditional 5 day work week schedule before June 1st of the applicable summer and cannot change during the summer period.

Section 27. SCHOOL CLOSING (SUPPORT STAFF)

If classes for all students at a building are cancelled due to an act of God, emergency, or strike, support staff who are required to work such day shall be paid and later paid also if they make up the day lost (excluding twelve month employees). If the day is not made up, support staff who are released from work shall be paid for the cancelled day.

Staff required to report in person on an inclement weather/e-learning day will receive reasonable allowance on arrival time not to exceed two (2) hours late due to weather conditions without having to make up the time. Staff arriving more than two (2) hours late because of weather conditions will be required to make up the time beyond the two-hour maximum.

Section 28. SEARCHING OF STUDENTS (SUPPORT STAFF)

Support staff employees may volunteer to assist security staff in the searching of students for security and disciplinary purposes. If there are an inadequate number of volunteers, an administrator may assign, but all support staff employees are indemnified by the school code. Support staff employees who volunteer for, or are assigned to, such duty shall be given adequate training by qualified security personnel prior to participation in the searching of students. Consistent with current Illinois law, the District agrees to indemnify and hold harmless all support staff employees in the searching for security purposes.

ARTICLE XVII - TEACHING LOAD (TEACHERS)

Section 1. PREPARATIONS

A. A preparation shall be defined as any portion of a teaching assignment that requires separate planning to include a subject, course within a field or course at a given ability level.

B. It shall be the practice to assign teachers no more than two (2) preparations.

C. Where it is necessary to assign more than two (2) preparations, such assignments shall be reasonable and equitable and in the best interests of the students' and teachers' needs. Such assignments shall be made in consultation with the teacher, and the following guidelines shall be the criteria for such assignments:

1. the interest, experience and training of the teacher;

2. the number of specific subject preparations and the number of ability levels within the specific subjects;

3. the number of separate classes taught;

4. the number of students in each class and total number of students taught;

5. the nature of the subject taught in terms of time needed for preparation, methods of evaluation, handling of special equipment and apparatus and handling of materials and supplies; and

6. the District performance of teachers involved.

Section 2. MAXIMUM TOTAL LOAD

[Also Refer to Article XVI, School Day, School Year, Work Hours and Overtime]

A. In all departments excluding Driver Education and Music, except as otherwise set forth in Section 2B1 of this Article, a teacher's weekly assignment shall be thirty (30) periods of which no more than twenty-five (25) shall be teaching periods. In laboratory or activity courses, the total weekly assignment shall be no more than twenty-eight (28) teaching periods. Teachers may be given a sixth assignment for the remaining two (2) to five (5) periods if needed by the director and building principal in any of the following types of activity:

1. individual work with students;

2. open laboratory, classroom, activityroom supervision, academic assistance in resource centers;

3. departmental study halls for assistance in specific subjects;

4. departmental projects or research;

5. supervising independent study projects;

6. planning with team teachers;

7. developing curriculum materials and working on curriculum projects;

8. organizing and working with seminars, workshops, mini-courses, special programs, teach-ins;

9. tutoring for a department resource room;

10. serving on all-school committees; and

11. other assignments directly relating to the educational program as proposed by teachers, departments or the Administration.

B. Weekly assignments in all others:

1. Center for Individualized Curriculum (C.I.C.) - twenty-five (25) teaching periods.

2. Drivers Education (D.E.) - thirty (30) teaching periods.

3. Music - according to activity.

C. In developing the master schedule, full effort shall be made so a teacher shall not be assigned more than three (3) consecutive periods, nor more than two (2) consecutive periods where one is a period longer than forty-two (42) minutes.

D. The daily ten (10)-minute homeroom shall be part of the teacher's normal load.

Section 3. MAXIMUM CLASS SIZE

A. Maximum class size:

1. "Regular" classes (and all "ungrouped" classes) = 26

2. AP and Honors classes = 26

3. Academic courses serving as Tier 2 and Tier 3 Support classes = 20

4. Physical Welfare classes = 40

5. Sophomore Physical Welfare with embedded health = 30

6. Laboratory classes shall be limited to the number of student stations available in the classroom (science, art, home economics, industrial arts, foreign language laboratory and business education).

7. Music and Driver Education - according to the activity.

8. The BOARD and UNION agree to comply with all safety and health rules related to schools. The UNION agrees to provide immediate notice to the Administration when any violation of health and safety rules occurs.

B. Where team teaching is organized or where teachers are able to schedule larger groups for certain purposes, flexibility in maximum class size shall be allowed with total teacher-student load being the limiting factor.

C. When a new class is created, the class size limit shall be set at the level which reflects the intended purpose of the instruction and the needs of the students being taught, e.g., 26 for regular classes and AP/Honors classes, and 20 for classes intended to meet the District's obligation to provide Response to Intervention (RtI) services.

Section 4. TOTAL STUDENT ASSIGNMENT

A. The maximum teaching load for teachers in Music shall be the result of multiplying the maximum total load (Section 2 of this Article) by maximum class size.

B. The maximum teaching load for teachers in Physical Welfare shall be the maximum class size multiplied by the number of sections assigned.

C. When there is no ability grouping in any courses within the entire Social Studies or English department, the following maximum mean teacher class load shall be used to determine staffing:

1. English = 115

2. Social Studies = 120

D. Excluding Physical Welfare and Music, no teacher shall have a total student load of more than one hundred thirty-five (135) students. It is understood that the total student load may be averaged between semesters of a school year.

E. The total student load for the following special services shall be:

1. Counselors = 280

2. Cooperative Vocational Education (C.V.E.) Coordinators = 96

   i. A minimum of 80 students and a maximum of 96 students will result in four (4) work study sections ranging from 20-24 students.

ii. Full time work-study coordinators will not be assigned a fifth teaching section and will also be released from their sixth assignment for purposes of supervising their students' work placements.

iii. Changes to general education work study will not affect the work study program in the special education department.

F. Contractual class size limits shown in Section 3 of this Article may be exceeded only under the following conditions:

1. Class size limits may be exceeded only if doing so eliminates the need to open an additional section of that class.

2. Reasonable effort must be made to place students in classes that are under the class size cap before resorting to exceeding the class size for a given class.

3. In the event a class size limit is exceeded, the teacher shall be paid on a per diem basis for each day the class is in excess of class size on a basis of 2% of salary per student. For example:

Per diem per student = (Annual Salary x .02) / # of total teacher work days

4. For regular, AP and honors classes, in the event that it is necessary to exceed the class size limits based on the above criteria, the number of students above the maximum class size is capped at four (4) . The maximum class size may be exceeded in no more than three (3) classes.

5. For academic courses serving as Tier 2 and Tier 3 support classes, in the event that it is necessary to exceed the class size limits based on the above criteria, the number of students above the maximum class size is capped at two (2). The maximum class size may be exceeded in no more than two (2) classes.

Section 5. CLASSROOM LOCATION

Full effort shall be made within the requirements of room utilization and current operational practice, to schedule a teacher's classes in not more than one classroom unless by necessity and then not more classrooms than necessary. Those classrooms are to be within convenient distance of one another.

Section 6. TEACHERS FREED FROM CLASSROOM RESPONSIBILITIES

Teachers freed from classroom responsibilities prior to the actual end of regularly scheduled classes at the close of the school year (teachers of seniors, physical education and driver education teachers) shall assume, without extra compensation, such duties and responsibilities as may be determined by the director and/or building principal in consultation with the teacher.

Section 7. NON-CLASSROOM TEACHERS, COUNSELORS, SPECIAL EDUCATION TEACHERS AND LIBRARIANS

All non-classroom teachers shall be entitled to a lunch period equal to that of a classroom teacher and two reasonable break periods conveniently scheduled.

Section 8. LIBRARIANS

A. Library hours shall be scheduled in consultation with the library staff as needed in each division.

B. Policies regarding the use of library facilities and materials shall be developed in consultation with the library staff.

C. Librarians shall be involved in curriculum planning in the areas of their specialization.

D. The libraries at Niles North and Niles West shall be staffed by no fewer than one (1) licensed librarian per building.

Section 9. WEBSITES AND ELECTRONIC GRADES

Teachers shall post their current schedule, course syllabi, and course rules and procedures on their personal website linked to the District webpage. Final marking period grades and mid-term progress reports (excluding the first marking period) shall be posted electronically.

Section 10. EARLY BIRD SCIENCE

Staffing and scheduling of early bird ("EB") science classes at Niles North and Niles West will be as follows:

A. Hours

1. Early bird science classes begin at 7:53 AM and go through period 2 (8:52 AM) five days a week for a total of 295 minutes.

2. The workday for teachers of EB Science classes shall be from 7:45 AM to 3:10 PM.

3. EB Science teachers shall have no assignment during 9 period.

B. Staffing

1. Teachers shall be assigned to an early bird schedule on a voluntary basis only.

2. In the case that more teachers request EB Science than the schedule allows, teachers shall be assigned to an EB schedule based on the conditions set forth in Article XI, Sections 1, 2, and 5, and Article XII, Section 5A of this AGREEMENT.

In accordance with Article XI, Section 2, teachers shall be given notification of an EB schedule no later than one week prior to the end of the previous school year.

Section 11. TRAVELING TEACHERS

A. Teachers should only be required to travel as a last resort.

B. Traveling teachers shall be exempt from homeroom, study hall and hallway supervision.

C. Traveling teachers shall have a reduced sixth assignment.

ARTICLE XVIII - RELIEF OF TEACHERS FROM CLERICAL AND CUSTODIAL DUTIES (TEACHERS)

Section 1. RELIEF FROM CLERICAL DUTIES

It shall be the goal of the District to reduce nonprofessional duties of teachers. The BOARD agrees that teachers shall be relieved of:

A. distribution and collection of and record keeping concerning textbooks, locks and assignment of hallway lockers;

B. transcription of, or otherwise reporting, information already present in administrative records;

C. clerical, mechanical and administrative work of student scheduling except that which is appropriate and necessary for effective student counseling.

Section 2. GENERAL SUPERVISION

The Administration of each school may assign extra duty supervisory positions as provided in Article XVI, Section 1 School Day Change (Teachers). However, in any year in which the BOARD operates the schedule in effect during the 2004-2005 school year, the Administration of each school may assign extra duty supervisory positions (study hall, library, and hallways) as sixth (6th) or seventh (7th) period assignment each semester. (Nurses, teachers serving in a part-time dean capacity, District- wide special education teachers and driver education teachers and elected UNION officers shall be the only categories of teachers who may be exempt from this assignment.) Paragraphs below shall be effective if applicable to the proposed new bell schedule and not in conflict with contract language on School Day. In any case, the language in this Section shall be in effect in any year in which this supervision is in effect.

A. The total number of periods assigned in any building shall not exceed a sixty- five (65) period equivalency. No teacher shall receive more than one supervisory assignment within the workday.

B. These assignments shall be filled by assigning teachers on a rotational basis (assuming teacher acceptability to the Administration in terms of the teacher's competence to handle the assignment) from an alphabetical list of the last names of teachers employed in the school at the time the assignments are made. All licensed teachers shall be included in the study hall rotation except as provided elsewhere in this AGREEMENT.

C. A standing committee on supervision at each school shall be established. Two (2) administrators and two (2) UNION appointed teachers' representatives shall serve on this committee.

1. The charge to the committee is: (a) to review the necessity of the present stations; (b) to share results of the review with the principal; and (c) to hear appeals from any teacher who, after assignment, may ask for reconsideration of the necessity of a specific station (but not reconsideration of the assignment to that station).

2. A split decision by the committee regarding the necessity of a station shall be appealable to the Superintendent of schools.

3. In the absence of concurrence by a majority of the committee or a decision by the Superintendent, administrative designation of stations prevails.

4. Any action of the committee and Superintendent shall be made with due dispatch and within a reasonable time.

Section 3. EMERGENCY SUPERVISION

If it is necessary to assign teachers to emergency supervisory responsibilities, they shall be compensated at the same rate as in-school substitutes. Such duties shall be voluntary.

ARTICLE XIX - CLERICAL AND SPECIAL LAY ASSISTANCE TO TEACHERS (TEACHERS)

Section 1. CLERICAL ASSISTANCE
Clerk-typists shall be assigned to each division at the equivalent ratio of one for every thirty (30) classroom teachers or major portion thereof to provide clerical assistance to teachers. It is expressly understood that such assistance to teachers has priority over other assigned duties of clerks.

Section 2. LAY ASSISTANCE – SCIENCE
Full effort shall be made to employ one (1) competent lay assistant for each Science Department.

Section 3. TECHNOLOGY ASSISTANCE TO TEACHERS
Technology assistance shall be provided to support teachers in training, maintenance, and implementation of technologies related to teacher work, as agreed upon by the BOARD and the UNION.

ARTICLE XX - SUMMER SCHOOL

Section 1. STAFF SELECTION

A. (TEACHERS). District teachers shall be given preference for the positions available in summer school. The summer school director shall select, based on performance, district-wide, those applicants who are well qualified to teach available summer school courses. Performance is based on formative and summative evaluations.

B. (SUPPORT STAFF). Except for summer positions offered to high school or college students, bargaining unit employees shall be given first consideration for summer positions for which they have been determined to be properly qualified to fill; provided, however, bargaining unit employees shall be given equal consideration with high school and college students for non-bookstore office work (e.g., summer mailings, etc.). Bargaining unit members must not take time away from their regularly scheduled work day in order to work the hours required for summer school positions.

Section 2. METHOD OF SALARY PAYMENT

Summer school will be paid pursuant to normal District payment procedures.

Section 3. NOTIFICATION

Employees will be notified of summer school positions as they become known. Notification by email shall be sufficient, unless otherwise required by law.

Section 4. PROVISIONS APPLICABLE

This Article and the following listed articles and sections of this AGREEMENT shall apply to summer school:

Article II
Article IV
Article V
Article VI
Article XI
Article XII
Article XII, Section 1
Article XIII, Section 1 - teachers accrued sick leave shall be charged for absence due to illness during summer school.
Article XIV
Article XV
Article IX
Article XVI

Section 5. SCHOOL COUNSELORS

School counselors working during the summer shall be compensated at the hourly rate of one hundred and thirty-fifth (1/135) of the applicable summer teacher salary.

Section 6. SUMMER SCHOOL PAY

C. (TEACHERS). During the term of this AGREEMENT, teachers who teach summer school shall be paid as follows (amounts include TRS or social security payments):

1. Two classes (6 weeks).

BA:	MA 45 Lane, Step 3, times .075
MA or five years of experience:	MA 45 Lane, Step 3, times .080
MA and five years of experience:	MA 45 Lane, Step 3, times .085

2. One class (6 weeks or 2 periods for three weeks): one-half of the above schedule.

3. Laboratory science salary shall be prorated.

4. Approved summer curriculum projects, staff development service (such as TESA, ACT/SAT instruction) paid at summer school hourly rate.

D. (SUPPORT STAFF). Support staff who are employed to fill summer positions shall be paid only for the actual hours worked at the hourly rate established by the BOARD for the summer position and they shall not be eligible to receive any additional fringe benefits. Any hours worked by support staff in such a summer position shall not be counted or used to change said employee's status.

During the summer, overtime work, if any, shall be offered first to qualified support staff who are then working before any such overtime work is offered to students who are employed to fill summer positions.

ARTICLE XXI - COMPENSATION AND SALARIES

Section 1. SALARY

A. (TEACHERS)
2024-2025 School Year

FY25	[BA]	[BA+15]	[MA]	[MA+15]	[MA+30]	[MA+45]	[MA+60]
1	$62,396.83	$69,133.23	$77,869.21	$79,790.90	$82,046.25	$84,258.07	$86,596.44
2	$64,269.57	$71,209.97	$80,205.14	$82,181.96	$84,510.78	$86,784.65	$89,191.49
3	$66,198.26	$73,348.50	$82,611.08	$84,644.63	$87,049.28	$89,389.07	$91,864.29
4	$68,185.91	$75,545.35	$85,091.31	$87,181.88	$89,656.71	$92,075.02	$94,619.55
5	$70,231.73	$77,812.54	$87,646.04	$89,794.43	$92,347.96	$94,834.89	$97,456.01
6	$72,340.85	$80,147.20	$90,272.00	$92,490.61	$95,115.66	$97,680.35	$100,378.93
7	$74,984.03	$82,544.69	$92,963.53	$95,248.28	$97,951.60	$100,592.73	$103,356.75
8	$78,412.39	$84,996.48	$95,702.48	$98,050.25	$100,845.09	$103,561.93	$106,398.76
9	$82,167.76	$87,485.25	$98,506.47	$100,913.61	$103,806.64	$106,693.89	$109,516.15
10	$86,093.30	$90,022.88	$101,374.33	$103,832.20	$106,834.81	$109,874.34	$112,783.11
11	$87,552.52	$92,612.15	$104,280.82	$107,104.20	$110,132.73	$113,152.39	$116,146.54
12	$89,000.96	$95,587.27	$107,598.78	$110,516.43	$113,527.21	$116,528.02	$119,496.66
13	$89,000.96	$97,207.40	$110,922.30	$113,931.97	$116,917.25	$119,888.12	$122,941.05
14	$89,000.96	$98,815.57	$114,236.94	$117,344.21	$120,289.56	$123,226.05	$126,365.48
15	$89,912.93	$98,815.57	$117,536.05	$120,616.71	$123,633.03	$126,554.00	$129,762.18
16	$89,912.93	$98,815.57	$120,812.98	$123,962.39	$126,921.06	$129,950.70	$133,113.41
17	$89,912.93	$99,727.53	$124,168.65	$127,277.02	$130,288.92	$133,433.90	$136,425.83
18	$89,912.93	$99,727.53	$128,077.30	$131,239.32	$134,305.46	$136,473.52	$139,533.11
19	$89,912.93	$99,727.53	$130,248.10	$133,463.72	$136,581.83	$140,597.93	$142,570.50
20	$90,823.70	$99,727.53	$132,402.90	$135,671.70	$138,841.40	$142,980.94	$146,796.76
21	$90,823.70	$99,727.53	$132,402.90	$135,671.70	$138,841.40	$145,346.39	$149,284.85
22	$90,823.70	$100,638.32	$132,402.90	$135,671.70	$138,841.40	$145,346.39	$151,754.58
23	$90,823.70	$100,638.32	$133,314.86	$136,584.84	$139,751.03	$145,346.39	$151,754.58
24	$90,823.70	$100,638.32	$133,314.86	$136,584.84	$139,751.03	$146,257.18	$151,754.58
25	$90,823.70	$100,638.32	$133,314.86	$136,584.84	$139,751.03	$146,257.18	$152,668.88
26	$90,823.70	$100,638.32	$133,314.86	$136,584.84	$139,751.03	$146,257.18	$152,668.88
27	$90,823.70	$100,638.32	$133,314.86	$136,584.84	$139,751.03	$146,257.18	$152,668.88
28	$90,823.70	$100,638.32	$134,229.14	$137,494.46	$140,664.15	$146,257.18	$152,668.88
29	$90,823.70	$100,638.32	$134,229.14	$137,494.46	$140,664.15	$147,169.14	$152,668.88
30	$90,823.70	$100,638.32	$134,229.14	$137,494.46	$140,664.15	$147,169.14	$153,579.65
31	$90,823.70	$100,638.32	$134,229.14	$137,494.46	$140,664.15	$147,169.14	$153,579.65
32	$90,823.70	$100,638.32	$134,229.14	$137,494.46	$140,664.15	$147,169.14	$153,579.65
33	$90,823.70	$100,638.32	$134,229.14	$137,494.46	$140,664.15	$147,169.14	$153,579.65
34	$90,823.70	$100,638.32	$134,229.14	$137,494.46	$140,664.15	$147,169.14	$153,579.65

2025-2026 School Year

FY26	[BA]	[BA+15]	[MA]	[MA+15]	[MA+30]	[MA+45]	[MA+60]
1	$63,703.97	$ 70,581.48	$ 79,500.47	$ 81,462.43	$ 83,765.01	$ 86,023.17	$ 88,410.53
2	$65,615.94	$ 72,701.73	$ 81,885.34	$ 83,903.57	$ 86,281.18	$ 88,602.68	$ 91,059.94
3	$67,585.04	$ 74,885.06	$ 84,341.68	$ 86,417.84	$ 88,872.85	$ 91,261.66	$ 93,788.73
4	$69,614.32	$ 77,127.93	$ 86,873.87	$ 89,008.23	$ 91,534.91	$ 94,003.87	$ 96,601.71
5	$71,703.00	$ 79,442.62	$ 89,482.12	$ 91,675.51	$ 94,282.54	$ 96,821.57	$ 99,497.60
6	$73,856.30	$ 81,826.19	$ 92,163.09	$ 94,428.17	$ 97,108.21	$ 99,726.63	$102,481.74
7	$76,554.85	$ 84,273.90	$ 94,911.00	$ 97,243.61	$100,003.57	$102,700.02	$105,521.95
8	$80,055.03	$ 86,777.06	$ 97,707.33	$100,104.28	$102,957.67	$105,731.43	$108,627.69
9	$83,889.07	$ 89,317.95	$100,570.05	$103,027.62	$105,981.26	$108,928.99	$111,810.38
10	$87,896.85	$ 91,908.75	$103,498.00	$106,007.35	$109,072.86	$112,176.07	$115,145.78
11	$89,386.63	$ 94,552.26	$106,465.38	$109,347.90	$112,439.88	$115,522.79	$118,579.66
12	$90,865.42	$ 97,589.71	$109,852.85	$112,831.61	$115,905.46	$118,969.14	$121,999.97
13	$90,865.42	$ 99,243.78	$113,245.98	$116,318.71	$119,366.52	$122,399.63	$125,516.52
14	$90,865.42	$100,885.64	$116,630.06	$119,802.43	$122,809.47	$125,807.49	$129,012.68
15	$91,796.49	$100,885.64	$119,998.29	$123,143.48	$126,222.99	$129,205.15	$132,480.53
16	$91,796.49	$100,885.64	$123,343.86	$126,559.25	$129,579.90	$132,673.01	$135,901.97
17	$91,796.49	$101,816.70	$126,769.83	$129,943.31	$133,018.32	$136,229.17	$139,283.79
18	$91,796.49	$101,816.70	$130,760.36	$133,988.62	$137,119.00	$139,332.47	$142,456.15
19	$91,796.49	$101,816.70	$132,976.64	$136,259.62	$139,443.05	$143,543.28	$145,557.17
20	$92,726.35	$101,816.70	$135,176.58	$138,513.86	$141,749.96	$145,976.22	$149,871.97
21	$92,726.35	$101,816.70	$135,176.58	$138,513.86	$141,749.96	$148,391.21	$152,412.18
22	$92,726.35	$102,746.57	$135,176.58	$138,513.86	$141,749.96	$148,391.21	$154,933.65
23	$92,726.35	$102,746.57	$136,107.64	$139,446.12	$142,678.64	$148,391.21	$154,933.65
24	$92,726.35	$102,746.57	$136,107.64	$139,446.12	$142,678.64	$149,321.08	$154,933.65
25	$92,726.35	$102,746.57	$136,107.64	$139,446.12	$142,678.64	$149,321.08	$155,867.10
26	$92,726.35	$102,746.57	$136,107.64	$139,446.12	$142,678.64	$149,321.08	$155,867.10
27	$92,726.35	$102,746.57	$136,107.64	$139,446.12	$142,678.64	$149,321.08	$155,867.10
28	$92,726.35	$102,746.57	$137,041.08	$140,374.80	$143,610.89	$149,321.08	$155,867.10
29	$92,726.35	$102,746.57	$137,041.08	$140,374.80	$143,610.89	$150,252.15	$155,867.10
30	$92,726.35	$102,746.57	$137,041.08	$140,374.80	$143,610.89	$150,252.15	$156,796.96
31	$92,726.35	$102,746.57	$137,041.08	$140,374.80	$143,610.89	$150,252.15	$156,796.96
32	$92,726.35	$102,746.57	$137,041.08	$140,374.80	$143,610.89	$150,252.15	$156,796.96
33	$92,726.35	$102,746.57	$137,041.08	$140,374.80	$143,610.89	$150,252.15	$156,796.96
34	$92,726.35	$102,746.57	$137,041.08	$140,374.80	$143,610.89	$150,252.15	$156,796.96

2026-2027 School Year

FY27	[BA]	[BA+15]	[MA]	[MA+15]	[MA+30]	[MA+45]	[MA+60]
1	$64,960.32	$ 71,973.47	$ 81,068.36	$ 83,069.01	$ 85,417.01	$ 87,719.70	$90,154.14
2	$66,910.00	$74,135.54	$83,500.26	$85,558.30	$87,982.79	$90,350.08	$92,855.81
3	$68,917.93	$76,361.93	$86,005.05	$88,122.15	$90,625.59	$93,061.51	$95,638.41
4	$70,987.24	$78,649.03	$88,587.17	$90,763.63	$93,340.14	$95,857.80	$98,506.87
5	$73,117.11	$81,009.37	$91,246.87	$93,483.51	$96,141.96	$98,731.06	$101,459.87
6	$75,312.88	$83,439.94	$93,980.71	$96,290.46	$99,023.36	$101,693.42	$104,502.86
7	$78,064.65	$85,935.93	$96,782.82	$99,161.43	$101,975.82	$104,725.45	$107,603.03
8	$81,633.86	$88,488.45	$99,634.29	$102,078.51	$104,988.18	$107,816.64	$110,770.02
9	$85,543.51	$91,079.46	$102,553.47	$105,059.51	$108,071.40	$111,077.27	$114,015.48
10	$89,630.33	$93,721.35	$105,539.16	$108,098.01	$111,223.98	$114,388.38	$117,416.66
11	$91,149.50	$96,417.00	$108,565.06	$111,504.44	$114,657.39	$117,801.11	$120,918.27
12	$92,657.45	$99,514.35	$112,019.34	$115,056.85	$118,191.32	$121,315.42	$124,406.03
13	$92,657.45	$101,201.04	$115,479.40	$118,612.72	$121,720.64	$124,813.57	$127,991.92
14	$92,657.45	$102,875.28	$118,930.21	$122,165.14	$125,231.50	$128,288.63	$131,557.04
15	$93,606.88	$102,875.28	$122,364.87	$125,572.09	$128,712.33	$131,753.30	$135,093.29
16	$93,606.88	$102,875.28	$125,776.42	$129,055.22	$132,135.44	$135,289.56	$138,582.20
17	$93,606.88	$103,824.71	$129,269.96	$132,506.03	$135,641.67	$138,915.85	$142,030.71
18	$93,606.88	$103,824.71	$133,339.19	$136,631.11	$139,823.23	$142,080.35	$145,265.64
19	$93,606.88	$103,824.71	$135,599.18	$138,946.90	$142,193.11	$146,374.21	$148,427.82
20	$94,555.08	$103,824.71	$137,842.50	$141,245.60	$144,545.52	$148,855.13	$152,827.71
21	$94,555.08	$103,824.71	$137,842.50	$141,245.60	$144,545.52	$151,317.75	$155,418.02
22	$94,555.08	$104,772.91	$137,842.50	$141,245.60	$144,545.52	$151,317.75	$157,989.22
23	$94,555.08	$104,772.91	$138,791.92	$142,196.24	$145,492.52	$151,317.75	$157,989.22
24	$94,555.08	$104,772.91	$138,791.92	$142,196.24	$145,492.52	$152,265.96	$157,989.22
25	$94,555.08	$104,772.91	$138,791.92	$142,196.24	$145,492.52	$152,265.96	$158,941.08
26	$94,555.08	$104,772.91	$138,791.92	$142,196.24	$145,492.52	$152,265.96	$158,941.08
27	$94,555.08	$104,772.91	$138,791.92	$142,196.24	$145,492.52	$152,265.96	$158,941.08
28	$94,555.08	$104,772.91	$139,743.77	$143,143.24	$146,443.15	$152,265.96	$158,941.08
29	$94,555.08	$104,772.91	$139,743.77	$143,143.24	$146,443.15	$153,215.39	$158,941.08
30	$94,555.08	$104,772.91	$139,743.77	$143,143.24	$146,443.15	$153,215.39	$159,889.27
31	$94,555.08	$104,772.91	$139,743.77	$143,143.24	$146,443.15	$153,215.39	$159,889.27
32	$94,555.08	$104,772.91	$139,743.77	$143,143.24	$146,443.15	$153,215.39	$159,889.27
33	$94,555.08	$104,772.91	$139,743.77	$143,143.24	$146,443.15	$153,215.39	$159,889.27
34	$94,555.08	$104,772.91	$139,743.77	$143,143.24	$146,443.15	$153,215.39	$159,889.27

2027-2028 School Year

FY28	[BA]	[BA+15]	[MA]	[MA+15]	[MA+30]	[MA+45]	[MA+60]
1	$66,341.52	$73,503.79	$82,792.06	$84,835.24	$87,233.16	$89,584.81	$92,071.01
2	$68,332.66	$75,711.82	$85,275.66	$87,377.46	$89,853.50	$92,271.12	$94,830.12
3	$70,383.28	$77,985.55	$87,833.70	$89,995.82	$92,552.48	$95,040.20	$97,671.89
4	$72,496.59	$80,321.28	$90,470.73	$92,693.46	$95,324.76	$97,895.94	$100,601.34
5	$74,671.74	$82,731.81	$93,186.97	$95,471.18	$98,186.15	$100,830.30	$103,617.13
6	$76,914.20	$85,214.06	$95,978.95	$98,337.81	$101,128.81	$103,855.64	$106,724.82
7	$79,724.47	$87,763.12	$98,840.63	$101,269.81	$104,144.04	$106,952.14	$109,890.91
8	$83,369.57	$90,369.91	$101,752.73	$104,248.93	$107,220.46	$110,109.05	$113,125.23
9	$87,362.35	$93,016.01	$104,733.99	$107,293.31	$110,369.23	$113,439.01	$116,439.70
10	$91,536.07	$95,714.07	$107,783.16	$110,396.41	$113,588.84	$116,820.53	$119,913.19
11	$93,087.53	$98,467.03	$110,873.39	$113,875.26	$117,095.26	$120,305.82	$123,489.25
12	$94,627.55	$101,630.24	$114,401.11	$117,503.21	$120,704.33	$123,894.85	$127,051.17
13	$94,627.55	$103,352.80	$117,934.74	$121,134.69	$124,308.69	$127,467.38	$130,713.31
14	$94,627.55	$105,062.64	$121,458.93	$124,762.64	$127,894.19	$131,016.33	$134,354.23
15	$95,597.17	$105,062.64	$124,966.61	$128,242.02	$131,449.04	$134,554.67	$137,965.66
16	$95,597.17	$105,062.64	$128,450.70	$131,799.22	$134,944.93	$138,166.11	$141,528.76
17	$95,597.17	$106,032.25	$132,018.52	$135,323.39	$138,525.71	$141,869.51	$145,050.59
18	$95,597.17	$106,032.25	$136,174.27	$139,536.19	$142,796.17	$145,101.29	$148,354.31
19	$95,597.17	$106,032.25	$138,482.31	$141,901.22	$145,216.45	$149,486.44	$151,583.72
20	$96,565.52	$106,032.25	$140,773.33	$144,248.79	$147,618.87	$152,020.11	$156,077.17
21	$96,565.52	$106,032.25	$140,773.33	$144,248.79	$147,618.87	$154,535.10	$158,722.55
22	$96,565.52	$107,000.61	$140,773.33	$144,248.79	$147,618.87	$154,535.10	$161,348.41
23	$96,565.52	$107,000.61	$141,742.94	$145,219.65	$148,586.00	$154,535.10	$161,348.41
24	$96,565.52	$107,000.61	$141,742.94	$145,219.65	$148,586.00	$155,503.47	$161,348.41
25	$96,565.52	$107,000.61	$141,742.94	$145,219.65	$148,586.00	$155,503.47	$162,320.51
26	$96,565.52	$107,000.61	$141,742.94	$145,219.65	$148,586.00	$155,503.47	$162,320.51
27	$96,565.52	$107,000.61	$141,742.94	$145,219.65	$148,586.00	$155,503.47	$162,320.51
28	$96,565.52	$107,000.61	$142,715.03	$146,186.78	$149,556.85	$155,503.47	$162,320.51
29	$96,565.52	$107,000.61	$142,715.03	$146,186.78	$149,556.85	$156,473.09	$162,320.51
30	$96,565.52	$107,000.61	$142,715.03	$146,186.78	$149,556.85	$156,473.09	$163,288.87
31	$96,565.52	$107,000.61	$142,715.03	$146,186.78	$149,556.85	$156,473.09	$163,288.87
32	$96,565.52	$107,000.61	$142,715.03	$146,186.78	$149,556.85	$156,473.09	$163,288.87
33	$96,565.52	$107,000.61	$142,715.03	$146,186.78	$149,556.85	$156,473.09	$163,288.87
34	$96,565.52	$107,000.61	$142,715.03	$146,186.78	$149,556.85	$156,473.09	$163,288.87

B. (SUPPORT STAFF)

Grade	Starting Hourly Rate
S1	$20.98

S2	$25.50
S3	$28.00
S4	$30.00
S5	$32.00
S6	$34.00
P1	$25.00
P2	$32.50
P3	$41.00
M2	$34.00
M3	$41.50
T2	$32.50
T3	$41.50
T4	$45.75

Starting hourly rates will increase annually by 1% beginning in the 25-26 school year.

Support staff salary increases will be 4.75% for the 25-26 school year, 4% for the 26-27 school year, and 4% for the 27-28 school year.

Section 2. PLACEMENT, MOVEMENT AND CREDIT

A. Experience (TEACHERS). In updating the record of presently employed teachers, full step advancement shall be given for full-time service for at least one (1) full semester during the prior school year or for part-time service involving the teaching of at least two (2) courses throughout the prior school year.

B. Progress on Salary Schedule (TEACHERS). Progress on the basic salary schedule shall be based on teaching experience and educational credits earned in the manner herein provided.

C. Notification and Time of Movement to New Salary Bracket (TEACHERS). When a teacher has earned the right to a higher salary bracket by reason of increased professional training, the transfer shall be made at the beginning of the next contractual year. Certification of earned credits for this purpose shall be by transcript or certificate of completion and filed in the Superintendent's office by September 15.

D. New Employees (TEACHERS). In evaluating the record of an experienced teacher, full credit shall be given for the first four (4) years of actual, relevant years of experience acquired elsewhere. At the BOARD's discretion, up to an additional five (5) years of actual relevant years of experience acquired elsewhere may be granted. Part-time service elsewhere shall be credited on a pro-rata basis rounded to the nearest whole year. Examples: A new teacher with two and one- half (2-1/2) years of prior service shall receive three (3) years' credit. A new teacher with two and one-quarter (2-1/4) years of prior service shall receive two (2) years' credit.

E. New Support Staff (SUPPORT STAFF). New support staff shall be paid in accordance with the starting salaries set forth in Section 1B of this Article. New support staff shall be credited with a year of service if hired by January 1 of a given year. For example, if an employee is hired on or before December 31 of school year 1, such support staff shall receive a year of service credit on June 30 of school year 1. Employees hired on or after January 1 of school year 1, will not receive a year of service credit until June 30 of school year 2.

Section 3. COMPENSATION AND WAGES OF SPECIFIC CATEGORIES OF EMPLOYEES (TEACHERS)

A. Compensation to Teachers for Supervising Student Teachers. Tuition credits received from a teacher training institution for participation in a student-teacher training program shall be forwarded to the school working with the student teacher, and there distributed equally among all the teachers supervising a student teacher during the given school year.

B. Counselors. Each counselor shall receive a stipend, over and above the basic salary schedule, eight and twenty-eight hundredths percent (8.28%) of MA/45-3 on the basic salary schedule. Said stipend shall cover the counselor's total responsibility including reasonable evening and Saturday activities, plus ten (10) days.

C. Psychologists/Social Workers. Each psychologist/social worker shall receive a stipend, over and above the basic salary schedule, four and fourteen hundredths percent (4.14%) of MA/45-3 on the basic salary schedule. Said stipend shall cover the psychologist's/social worker's total responsibility including reasonable evening and Saturday activities, plus five (5) days.

D. Work-Study Coordinator. Should the Work-Study Coordinator need time prior to the opening of school, at night or on weekends, payment will occur pursuant to the summer project rate of pay. Such time specified in this Section requires prior authorization by the Administration.

Work-Study coordinators shall be reimbursed for actual number of miles driven at the mileage rate established in Article XV, Section 2.

E. Special Education Coordinators. The stipend for Special Education coordinators shall be seven percent (7.0%) of MA/45-3 on the basic salary schedule.

F. Differential Pay for Teachers with a PhD. Teachers who earn or have earned a PhD from an accredited institution of higher learning shall receive a PhD differential payment computed on the basis of three and sixty-two/hundredths percent (3.62%) of the MA/45-3.

All annual PhD differential payments shall be in addition to base salary and, if applicable, longevity pay.

Examples: A teacher with a PhD (or equivalent educational doctorate such as a Doctor of Education) who was at step six (6) of the salary schedule for the 2011-2012 school year shall be placed at step seven (7) of the MA+60 lane for the 2012-2013 school year and shall be paid a PhD differential payment based on three and sixty-two/hundredths percent (3.62%) of the MA/45-3. A teacher with a PhD who was at step twenty (20) of the PhD lane of the salary schedule for the 2011-2012 school year shall be placed at step nineteen (19) of the MA+60 lane for the 2012-2013 school year and shall be paid PhD differential based on eight and sixty-eight/hundredths percent (8.68%) of the MA/45-3, in addition to longevity pay if applicable.

G. Teachers Working as Part-Time Deans. In addition to the salary amount indicated on the basic teachers' salary schedule, each teacher serving a part-time dean capacity shall receive a stipend of two and five tenths percent (2.5%) of MA/45-3 on the basic schedule for every ten percent (10%) equivalency of full time dean's work assigned to them. Assignments for part-time deans shall be on a pro rata basis of full time dean assignments with respect to additional days worked, total number of students assigned, number of special needs students assigned and assigned school event supervision. No part- time dean assignment shall include students assigned to a part-time counselor.

H. Niles Central Part-Time Dean

1. Duties of Part-time Dean

   i. Reports to Principal/Director of Niles Central.

   ii. Represents Principal/Director of Niles Central at Multi-disciplinary Conferences (MDC), Individual Education Program (IEP) Conferences, and Parent Conferences in absence of the Principal/Director.

   iii. On-call substitute for Principal/Director. Provides leadership and management to staff and students for the daily operations of Niles Central in absence of Principal/Director.

2. Compensation of Part-time Dean. The part-time Dean position at Niles Central shall be compensated in accordance with the terms of Article XXI, Section 3G of this AGREEMENT. The part-time dean shall be considered an assignment of twenty-percent (20%), equating to a stipend rate of five percent (5%) of the MA/45-3 cell on the salary scale.

3. Appointment of Part-time Dean. The part-time Dean position shall be posted and appointed in accordance with the terms and conditions of Article XI of this AGREEMENT.

4. Compensation for teachers filling-in for Part-time Dean. In the event that the part-time Dean shall be called away from his or her duty in the Processing Center to serve as a Dean, that Processing Center duty shall be staffed by another Niles Central teacher who volunteers to do so. Teachers who staff the processing center shall be compensated in accordance with the terms set forth in Article XVIII, Section 4, of this AGREEMENT, In the case of psychologists and social workers, compensation in accordance with Article XVIII, Section 4 shall occur at any such time that the emergency substitution in the Processing Center interferes with that teacher's ability to have a duty free lunch and two reasonable break periods as specified in Article XVII, Section 7 of this AGREEMENT.

Section 4. PLACEMENT, CREDITS, AND MOVEMENT ON THE SALARY SCHEDULES

A. Experience in the Armed Services (TEACHERS). Credit for experience in the armed services of the United States shall be allowed as credit "elsewhere" up to three (3) years. A year of military service is defined to include not less than nine (9) months of any twelve (12) month period. The dates of induction and separation from active duty shall determine the period of service. Credit for military service shall be allowed only when the applicant has taught one (1) or more full years before his/her military service, except in the case of a teacher who has contracted for employment with the District and has been drafted into military service prior to assuming his/her teaching duties, in which case credit shall be granted as described above.

B. Credit for Teaching Experience in MAT Program (TEACHERS). Two semesters of teaching experience in an MAT program shall be considered as one (1) full year of prior experience, provided that the conditions stated in Article XXI Section 6 have been met and shall be applicable to teachers presently in the District.

C. Foreign University Degrees (TEACHERS). Credit for degrees earned at foreign universities shall be granted only when the foreign degree program is comparable to the corresponding degree awarded in an accredited college or university in the United States.

D. Credits Applicable for Advancement (TEACHERS). All earned semester hours of credit to be applied to this schedule, above the Bachelor's degree, are to be graduate credits unless otherwise approved by the Superintendent of schools. Where a teacher has such credits above the bachelor's that have not been applied to this Master's program, such credits may be applied to the salary schedule when approved by the Superintendent. When applying for placement on, or advancement to, the Master's lane on the salary schedule, one hour of lane credit beyond the MA level shall be granted for each semester hour of credit earned in a Master's degree program above and beyond 36 semester hours. (Example: a teacher who completes a Master's Degree program with 48 semester hours shall be given MA+12 hours of lane credit).

1. Except for the provisions noted below, graduate level, post baccalaureate, and undergraduate courses are all acceptable provided such courses fall within the balance of content and pedagogy specified in subparagraph 4 below and meet the following criteria for rigor and relevance.

   Rigor: Courses require extensive effort that may include:
   - At least one major project
   - Substantial required assignments
   - Summative evaluation

   Relevance: Course content may fulfill either of the following:
   - Academic content related to the curriculum taught in the District that adds value to what the teacher brings to the classroom
   - Pedagogical skills which have instructional application.

2. Content areas courses taken at an inappropriate level may not be approved. If in doubt, check first. A and B grades are required for any course that offers reduced credit, pass-fail, or a reduced grade for a reduced work requirement.

3. Preapproval is required for all course work including non-traditional course work in a content area, e.g., seminars, fellowship courses, summer grant studies, study-abroad courses, writing workshops, etc. Taking a course without preapproval risks the denial of credit toward lane advancement if the course is deemed to not meet the criteria outlined below. However, a lack of preapproval by itself will not deny lane advancement, but seeking approval after September 15 will delay the advancement process until the following school year. These criteria must be met:

   - Rigor and relevance, as above
   - Affiliation with a recognizable institution of higher education

   The teacher will provide a copy of course description, institution, department, and a letter, or other documentation, stating the credit equivalent represented by the non-traditional course. Teacher must satisfactorily demonstrate benefit to be received and value to his/her professional duties.

4. 50% or more of courses taken for lane advancement must be in a content area of the District's curriculum. These percentages shall not be applied to courses earned as part of a completed masters or doctoral degree, or those courses:

   - Required by the Superintendent or designee to remedy deficiencies
   - Needed to obtain or maintain licensure
   - Needed to obtain licensure or endorsement in a new area such as administration and supervision or a new content area
   - Approved on review by the Professional Development for School Improvement ("PDSI")

The test for balance will be first applied at the application for MA30. From this point instructional pedagogy courses not part of a degree program will count only if balanced with content.

Percentage Calculations:
All courses taken after the bachelor's degree and counted toward lane advancement according to the above criteria will be used to calculate percentages, except as noted above.

5. All general course and workshop recommendations announced by the District Personnel Office and shared with faculty via District email will clearly indicate applicability for lane advancement.

6. The PDSI will meet on a timely basis to hear appeals of decisions rejecting courses.

   i. The PDSI of two UNION-appointed teachers and two administrators will evaluate the appeal based upon records provided.

   ii. Decisions will be by consensus when possible. Otherwise, at least three members must agree.

   iii. Written requests for appeal of a decision will be acted upon at the next meeting of the PDSI.

      a. Records of approvals and denials will be maintained by the Superintendent or designee and the PDSI.

      b. There are no further restrictions on applicability of courses for lane advancement.

E. Education Differential for Paraprofessionals (P1) (SUPPORT STAFF). Each paraprofessional (P1) shall have his/her regular hourly rate of pay increased by one dollar fifty cents ($1.50) per hour above the pay schedule rate if the paraprofessional (P1) has a Bachelor's Degree as evidenced by official transcripts and submits evidence thereof to the District.

F. Differential for Special Education Paraprofessionals (P1) (SUPPORT STAFF). Each special education paraprofessional (P1) shall have his/her regular hourly rate of pay increased by two dollar seventy-five cents ($2.75) per hour above the pay schedule rate. All special education paraprofessionals will be required to providing toileting support to students with disabilities.

G. Differential for RTI and RPC Paraprofessionals (P1) (SUPPORT STAFF). Each RTI and RPC paraprofessional (P1) shall have his/her regular hourly rate of pay increased by one dollar fifty cents ($1.50) per hour above the pay schedule rate.

H. Differential for Registered Nurses (SUPPORT STAFF). Each Registered Nurse shall have their regular hourly rate of pay increased by 5%.

Section 5. LONGEVITY ALLOWANCES

A. (TEACHERS). As already calculated into the salary schedules, the longevity allowances are calculated as follows. The year after the teacher has reached the top of the salary schedule, the teacher shall receive an amount equal to two percent (2%) of the MA Lane Step 5 amount each year in addition to the basic salary. Such longevity allowance shall be paid for a five (5) year period. On the sixth (6th) year after the teacher has reached the top of the salary schedule, the teacher shall receive an amount equal to three percent (3%) of the MA Lane Step 5 amount. Such allowance shall be paid for a five (5) year period. On the eleventh (11th) year after the teacher has reached the top of the salary schedule, the teacher shall receive an amount equal to four percent (4%) of the MA Lane Step 5 amount. Such allowance shall continue until resignation or retirement from the District. The BOARD shall pay all required TRS amounts in addition to the amounts set forth above.

B. (SUPPORT STAFF). Years of credit for longevity shall be determined in accordance with the provision of Section 2E above for support staff. Each bargaining unit member shall have his/her regular hourly rate of pay increased by an additional twenty-five cents ($0.25) per hour at the start of the employee's sixth (6th) year of service to the District. At the start of his/her eleventh (11th year of employment in the District, each bargaining unit member shall have his/her regular hourly rate of pay increased by an additional fifty cents ($0.50) per hour. At the start of his/her sixteenth (16th year of employment, each bargaining unit member shall have his/her regular hourly rate of pay increased by an additional seventy-five cents ($0.75) per hour. Such longevity allowances shall be in addition to the employee's regularly scheduled hourly rate and shall continue until the employee's resignation or retirement from the District.

Section 6. PROFESSIONAL GROWTH (TEACHERS)

The BOARD shall not adopt any policy requiring teachers to earn professional growth credits, an advanced degree or acquire any other such involuntary training or experience. This clause supersedes any and all professional growth policies and requirements adopted by the BOARD or established by agreement with the UNION, but does not prohibit the BOARD from extending incentives for advanced study. The BOARD retains the right to identify deficiencies in the classroom performance of a teacher and to recommend additional education in remedy thereof.

Section 7. MOVEMENT AND TRANSFER (SUPPORT STAFF)

A. Pay Upon Movement. If an employee is promoted to a higher grade within the same classification (S, P, M and T), said employee shall receive a 5% increase, exclusive of the contractual increase of the given year, upon the transfer to the promoted position. For employees moving across categories, any increase in pay over 10%, as set forth by the starting salary chart set forth shall be considered a promotion and the employee shall receive a 5% increase, inclusive of any pay increase provided by this AGREEMENT for the applicable year. If the employee’s current pay is less than the starting salary of the

employee's new position as set forth by the starting salary chart listed in Section 1B of Article XXI, the employee shall receive pay equal to the starting salary of the new position.

If an employee moves to a lower grade within the same classification (S, P, M and T), the employee shall receive a 5% decrease, and shall also receive any pay increase provided by this AGREEMENT for the applicable year, upon transfer to the new position. If an employee moves to a position within a new classification with a decrease in pay over 10%, as set forth by the starting salary chart listed in Section 1B of Article XXI, the employee shall receive a 5% decrease but shall not receive any pay increase provided by this AGREEMENT for the applicable year, upon transfer to the new position.

If an employee moves to a position within a new classification within the range between 10% decrease in pay and 10% increase in pay, as set forth by the starting salary chart listed in Section 1B of Article XXI, the employee shall keep their current pay and shall also receive of any pay increase provided by this AGREEMENT for the applicable year.

B. Upgrade Committee. A committee of two administrators and two employees as selected by the UNION shall meet annually to discuss upgrades of positions based on recommendations forwarded to the Committee from the UNION or from the Superintendent. A vote of three (3) shall be required to upgrade a position. A maximum of two (2) upgrades shall be permitted annually.

C. Temporary Transfers. If an employee is temporarily transferred to another job classification to fill a temporary opening, or if an employee fills in or performs the work of a bargaining unit employee in a higher grade, the employee shall be paid his/her current hourly rate or the minimum hourly rate for the job classification to which he/she is temporarily transferred, whichever is higher.

Notwithstanding anything to the contrary herein, if an employee is temporarily assigned to work as a roofer supervisor during the summer, said employee shall receive eight percent (8%) per hour above his/her regular hourly rate of pay for each hour actually worked in said supervisor position.

D. Permanent Transfers. If a vacancy is filled by permanently transferring an existing employee, the following provisions shall govern:

1. If the employee is transferred to another position in the same grade, the employee's hourly rate shall remain the same.

2. If an employee is voluntarily transferred to a position in a lower grade, the employee shall be placed in the same step of the grade as the employee was in prior to such a voluntary transfer.

3. If an employee is involuntarily transferred through no fault of the employee (e.g., his/her position is eliminated or changed which results in an assignment to a lower grade) for two (2) years, the employee shall be paid on the basis of the hourly rate

he/she was receiving immediately prior to the involuntary transfer or the applicable hourly rate in the lower grade, whichever is higher. After two (2) years, the employee shall be paid the applicable hourly rate in the lower grade. For the purposes of this Section only, "applicable hourly rate in the lower grade" shall mean the hourly rate in the lower grade that the employee would be receiving if he/she had been originally employed in the position in said lower grade.

Section 8. SUBSTITUTE TEACHING ASSIGNMENT (SUPPORT STAFF)

Paraprofessionals who are qualified to substitute teach may voluntarily do so when asked by the District. Where applicable, the District shall strive to first provide to those qualified paraprofessional assigned to the classroom where the substitute teacher is needed the opportunity to perform the substitute assignment. If a paraprofessional who substitute teaches does not possess an Illinois Professional Educator License, that employee who substitute teaches will be paid an amount equal to twenty-five dollars ($25) for each period worked as a substitute teacher above the paraprofessional's regular rate of pay. If a paraprofessional who substitute teaches does possess an Illinois Professional Educator License, that paraprofessional will be paid an amount in accordance with Article XXIII, Section 5 of the CBA for each period worked as a substitute teacher above the support staff employee's regular rate of pay.

Section 9. LONG TERM SUBSTITUTE (SUPPORT STAFF)

District support staff, who meet the qualifications outlined in Board Policy 5:220-AP1, Administrative Procedures: Substitute Teachers, may apply for long term substitute positions within the district. The support staff member must be endorsed in the content area for which they are applying to be a long term substitute.

A. It is at the sole discretion of the Administration to select the best candidate from a pool of internal and external candidates for the vacant position.

B. Leave of Absence. The selected support staff member shall be allowed to take a leave of absence from his or her position, without loss of seniority, for the duration of the long term substitute assignment.

C. Compensation. The selected support staff member shall be compensated in accordance with Board Policy 5:220, Substitute Teachers.

D. Benefits. The selected support staff member shall retain his or her medical, dental, and life insurance benefits throughout the duration of the long term substitute assignment.

Section 10. SUBSTITUTE TEACHING EMERGENCY BASIS (TEACHERS)

When a teacher agrees to assume full teaching responsibility for a class on a short-term basis as an emergency, the teacher shall be compensated at their regular rate on a prorated per diem basis. This form of emergency subbing will not be considered as a replacement for a regular teacher or a long term substitute. Administration agrees to actively seek and hire a replacement to fill the position on a non-emergency basis and provide regular updates to the teacher. A teacher who is filling such an emergency assignment will have the right to withdraw from the position with at least two weeks notice,

and the Administration shall change the assignment as soon as practicable. Such emergency assignments shall be made at the discretion of the Administration.

ARTICLE XXII - METHOD OF SALARY AND OTHER PAYMENT

Section 1. BASIS OF PAYMENT

A. (TEACHERS). Each teacher shall have the option of receiving his/her salary payments on the basis of twenty-one (21) or twenty-six (26) pay periods. A teacher choosing the twenty-six (26) pay period option will receive the remainder of his/her salary on the last day of school. The first paycheck shall be issued by the end of the second week of the start of the school year.

B. (SUPPORT STAFF). Full-year employees shall be paid bi-weekly on the basis of twenty-one (21), twenty-two (22) or twenty-six (26) pay periods. The twenty-one (21) and twenty-two (22) pay period options are dependent the employee's work year calendar as determined by the particular position. The first paycheck shall be issued no later than the second week of the start of the employee's work calendar.

Section 2. PAYMENT METHOD

All teachers are paid through direct deposit. Support staff may elect to be paid through direct deposit.

Section 3. RECEIPT OF COMPENSATION FOR STIPENDS

Stipends are paid only during the season in which the stipend is performed.

Section 4. PAYDAYS FALLING ON HOLIDAYS (SUPPORT STAFF)

For those support staff receiving payment other than through direct deposit, and when a payday falls on a district-wide paid non-workday, a day observed as a holiday, or on a day that is part of either the Winter or Spring break, the BOARD, at its option, shall either pay the employees in advance or mail the employee's paycheck at no cost to the employee to his/her address of record two (2) business days before the payday, provided that an employee may notify the School Bookkeeper or the Business Office, whichever is applicable, that he/she does not want to receive his/her paycheck by mail.

ARTICLE XXIII - EXTRACURRICULAR ACTIVITIES COMPENSATION AND REGULATIONS AND OTHER COMPENSATION

Section 1. EMPLOYEE PARTICIPATION

A. Employees may be assigned extracurricular responsibilities involuntarily beyond the normal workday, with stipends. When making these assignments, the Administration shall consider the individual's experience, interest, ability, health and personal circumstances. Volunteers for a given assignment shall be sought before an involuntary assignment is made; however, the BOARD reserves the right to reject employees it considers unsuitable for said assignments.

Allegations of hardship resulting from involuntary extracurricular assignments and request for release from same on the merits of the case shall be processed through the regular grievance procedure of this AGREEMENT up to and including Step 4, BOARD level, but not beyond. For purposes of processing these appeals only, the time limits from Step 1 through Step 4 shall be halved. Pending final disposition of claim, the extracurricular appointee shall continue to discharge the duties of the assignment.

B. No employee shall be required to take more than two (2) non-voluntary assignments each year, nor shall any employee be assigned more than one non-voluntary assignment at a time, nor shall any employee be required to take the same non-voluntary assignment more than three (3) years in a row.

C. Involuntary assignments shall be limited to jobs specified in the District Stipend Handbook.

Section 2. POSTING

Notice of vacancies and expected vacancies in the extracurricular assignments for sports, other assignments and nonathletic supplements listed in the District Stipend shall be posted. For the assignments listed in the District Stipend Handbook, any employee who wants to be considered for any such assignments must apply through the established District application procedure.

The Administration at its sole discretion may fill all positions with the best candidate, whether part of the bargaining unit or not. All extracurricular stipend positions held by outside individuals shall be posted tri-annually to coincide with the end of the fall, winter and spring seasons.

Qualified UNION members who have applied for a position will receive fair consideration over non-District employees, or District administrators, when filling all extracurricular assignments. Teachers and support staff shall receive equal consideration.

Section 3. JOINT STIPEND COMMITTEE ("JSC")

The committee shall consist of an equal number of representatives from both UNION and BOARD/Administration sides. This is an advisory committee. All suggested changes are subject to final BOARD and UNION approval. The guidelines set by the JSC shall be memorialized in the District Stipend Handbook. The District Stipend Handbook shall apply to all employees covered by this AGREEMENT and shall be considered a part of this AGREEMENT. The purpose of the JSC shall be to annually determine the appropriateness of compensations and as follows:

A. Define new stipends;
B. Set and adjust compensation for stipends, longevity, and extended season;
C. Determine when, if and how a stipend may be split amongst two individuals; and
D. Review any other stipend issues as mutually agreed upon.

Section 4. PAYMENT OF STIPENDS TO SUPPORT STAFF EMPLOYEES

In order to comply with Fair Labor Standards Act ("FLSA") guidelines regarding overtime pay, the hourly rate for support staff employees performing stipend work shall be set at the minimum wage established for the applicable contract year, with the purpose of creating a blended rate for overtime pay that achieves pay equity with the stipend provided to teachers. If, at the end of the season, the pay is not equivalent, support staff will be paid the difference between the blended rate they were paid and the total stipend listed in this AGREEMENT.

For any paraprofessional or support staff personnel employed in a stipend position that would be considered by the U.S. Department of Labor to be a continuation of their regular work assignment and thus be subject to overtime under the FLSA, the enumerated procedures and conditions below shall apply. Furthermore, this procedural change is being implemented solely to bring the District into compliance with the FLSA, and it is acknowledged that nothing in the language below represents any systemic change in the use of support staff personnel in stipend positions.

A. All support staff who hold stipend positions will be paid an equivalent amount to the stipend earned by teachers as defined in this AGREEMENT.

B. Any blended rate which is calculated to ensure pay equivalency between teachers and support staff will be made known by the District in a clear and coherent manner to the person holding the position.

C. The true up amount for part-time staff will be adjusted to ensure that they will receive equivalent pay to a teacher in their stipend position.

D. Employees who come to the end of their season or term for a stipend activity and fall short of the targeted stipend amount shall be paid the difference.

E. Support staff cannot earn a stipend for work that is performed during the workday.

Information gathered from a support staff employee's clocking of hours will not be used to individually evaluate that staff member's performance unless a problem with his/her attendance is brought to the Administration's attention

Section 5. TEACHING ASSIGNMENTS BEYOND THE NORMAL SCHOOL HOURS

A. Driver Education outside the school day shall be compensated at the rate of .00065 x MA/45-3 per hour.

B. Staff in-school substitutes shall be compensated at the rate of .0006 x MA/45-3 per academic class period of forty-two (42) minutes and prorated for shorter or longer periods.

C. Instruction of the homebound by regular teachers shall be compensated at the rate of .00077 x MA/45-3 per hour, plus three dollars and fifteen cents ($3.15) per meeting travel allowance.

D.	Head Librarian	12.72% x MA/45-3
E.	Pre Voc Coordinator	2.5% x MA/45-3
F.	Coordinator of Community Service/ Leadership	4.85% of MA/45-3
G.	Teacher members of Student Appeals Board	.0004 x MA/45-3 per appearance or per half hour, prorated, whichever is more.

H. Social workers (2) will receive summer project pay rate for training social work interns for up to forty (40) hours each.

I. Summer reevaluation work will be paid at the following rates:

1.	School psychologists	$500 per
2.	Social workers	$400 per
3.	School nurses	$250 per
4.	School speech	$300 per

J.	Freshman Orientation Sponsor	2% of MA/45-3
J.	Teacher Mentor	6% of MA/45-3
K.	Homecoming Committee Sponsor	2% of MA/45-3

ARTICLE XXIV - FRINGE BENEFITS AND INSURANCE

Section 1. INSURANCE COVERAGE-GROUP INSURANCE PLAN

Life insurance, accidental death and dismemberment insurance, health and dental insurance shall be provided by the BOARD, pursuant to the following specifications and conditions:

A. Term Life Insurance

1. (TEACHERS). The BOARD shall provide term life insurance for each teacher in an amount equal to ninety thousand dollars ($90,000). No group term life insurance is available during full-time leaves of absence. The BOARD will neither administer nor pay the cost associated with insurance for retired teachers.

2. (SUPPORT STAFF). Term life insurance (or a death benefit paid by the BOARD) equal to sixty thousand dollars ($60,000) for employees earning less than thirty-five thousand dollars ($35,000) per year; equal to ninety thousand dollars ($90,000) for employees earning greater than or equal to thirty-five thousand dollars ($35,000) per year.

B. Accidental Death and Dismemberment Insurance. The BOARD shall provide accidental death and dismemberment insurance for each employee in an amount equal to two hundred percent (200%) of the amount stated in A above. The principal sum would be payable for loss of life due to accident, or for loss of sight of both eyes, or the loss of both hands or feet. One-half this sum shall be payable for the loss of one foot, one hand or the loss of sight of one eye.

C. Income Protection - Disability Stipend (TEACHERS). If a teacher has exhausted all of his/her sick leave and is eligible for disability benefits under TRS (40 ILCS 5/16- 149), the teacher shall receive a disability stipend paid by the BOARD equal to the difference between the amount of disability benefits received from TRS and sixty percent (60%) of the teacher's annual contract salary at the time the disability occurred. If TRS should increase the disability benefit above the present forty percent (40%), the District shall continue to pay twenty percent (20%) of the teacher's annual contract salary at the time the disability occurred; provided, however, the total amount of TRS disability benefits and the amount paid by the District shall not exceed a total of sixty-five percent (65%) of the teacher's annual contract salary at the time the disability occurred. The disability stipend shall be paid for up to no more than two (2) years of the period of time that the teacher receives TRS disability benefits.

D. Health Insurance

The BOARD shall provide PPO or HMO coverage to all employees. The BOARD’s share of the funding rate shall be prorated for part-time employees. A cost sharing method shall be used if the current premium costs are greater than 105% of the base year’s premium costs. For the 2018-2019 school year only, the base year premium cost shall be the 2016-2017 premium cost. For the 2019-2020 school year, the base premium year shall be the 2018-2019 premium cost.

If the current year premium cost is less than or equal to 105% of the base year premium cost, then a teacher employee shall pay 9% of the current year premium cost and a support staff employee shall pay 8% of the current year premium cost.

If the current premium cost is greater than 105% of the base year's premium cost, then a teacher employee shall pay 9% of 105% of the base year premium cost and a support staff employee shall pay 8% of 105% of the base year premium cost. In addition, the employee shall pay 50% of the difference between 105% of the base year's premium cost and the current year's premium cost.

Example 1: if the current year premium cost is 108% of the base year premium cost then a teacher employee's premium would be: (0.09) x (1.05) x (base year premium) + (0.50) x (1.08 - 1.05) x (base year premium)

Example 2: if the current year premium cost is 108% of the base year premium cost then a support staff employee's premium would be: (0.08) x (1.05) x (base year premium) + (0.50) x (1.08 - 1.05) x (base year premium)

1. Doctor/Hospital P.P.O. Coverage:

PPO (TEACHERS)	Single	Family
Annual Deductible	$400	$1,200
Prescription Co-Pay	$8, $30, $50 per prescription for generic, formulary and brand name drugs, respectively.	
Emergency Room Visit Co-Pay Room	$150 co-payment. Emergency room care is covered at 100% after co-payment.	
In-Network Office Visit Co-Pay Office	$25 for primary care physician office visits; $35 for specialist physician office visits.	
90-Day Mail Order Prescription	$16, $60, and $100 per prescription for generic, formulary and brand name, respectively.	

PPO (SUPPORT STAFF)	Single	Family
Annual Deductible	$400	$1,200
Prescription Co-Pay	$8, $30, $50 per prescription for generic, formulary and brand name drugs, respectively.	
Emergency Room Visit Co-Pay Room	$150 co-payment. Emergency room care is covered at 100% after co-payment.	

90-Day Mail Order Prescription	$16, $60, and $100 per prescription for generic, formulary and brand name, respectively.

i. Doctor/Hospital P.P.O. Coverage TPA and Network:
Blue Cross/Blue Shield shall remain the Third-Party Administrator for the life of this AGREEMENT. The PPO network shall consist of the Blue Cross/Blue Shield hospital and physician network for the life of this AGREEMENT.

Nothing above shall restrict the BOARD from bidding out the District stop- loss reinsurance to a different insurer.

An equal number of appointees designated by the UNION and the BOARD shall meet and establish an Insurance Committee. The purpose of this committee is to share information and data in order to monitor health and dental insurance usage and premiums. The committee will discuss and explore health insurance data and concepts with the goal of maintaining high quality and affordable health insurance for all employees.

2. H.M.O. of Illinois Coverage:

HMO (TEACHERS)	Single	Family
Emergency Room Visit Co-Pay	$100 co-payment. Emergency room care is covered at 100% after co-payment.	
90-Day Mail Order Prescription	$16, $50, and $80 per prescription for generic, formulary and brand name, respectively.	

HMO (SUPPORT STAFF)	Single	Family
Emergency Room Visit Co-Pay	$100 co-payment. Emergency room care is covered at 100% after co-payment.	
90-Day Mail Order Prescription	$16, $50, and $80 per prescription for generic, formulary and brand name, respectively.	

3. H.M.O. Blue Advantage Coverage:

i. The BOARD shall make available to members of the bargaining unit a Blue Advantage HMO option. The BOARD shall pay the premium for Blue Advantage HMO at one hundred percent (100%), less three hundred fifty dollars ($350) for single coverage and nine hundred fifty dollars ($950) for family coverage paid by the employee annually, for the term of this AGREEMENT.

E. High Deductible Health Plan/Health Savings Account. The Insurance Committee shall work with the District's insurance broker to offer a mutually agreed upon high deductible health plan (HDP) and health savings account (HSA), to be offered in the 2018-2019 school year. The HDP/HSA plan chosen will be designed to capture a cost savings of at least 24% as compared to the PPO. The BOARD shall contribute $1000 to the HSA of an employee electing single coverage, and $2000 to the HSA of an employee electing family coverage

per year. The BOARD's contribution to the HSA is the same for all employees regardless of full-time or part-time status. Full-time employees electing HDP/HSA coverage will not be charged any premium costs for such coverage. The BOARD's share of the funding rate shall be prorated for part-time employees.

F. Dental Insurance.

1. (TEACHERS). The BOARD shall pay the full premium for single dental insurance coverage and shall pay fifty percent (50%) of the cost for dependent dental coverage for full-time teachers, i.e., the difference between the cost of single coverage and the cost of family coverage (prorated for part-time teachers). This insurance shall allow teachers to continue with their current dentist and not require change such as HMO. Coverage shall include preventative maintenance paid at one hundred percent (100%) (no deductible); standard restorative paid at eighty percent (80%); major restorative paid at fifty percent (50%); standard and major both subject to fifty dollars ($50) deductible per year per person. Policy shall provide twelve hundred dollars ($1,200) maximum per year per person.

   The Policy shall provide orthodontia up to a lifetime per person limit of one thousand five hundred dollars ($1,500) paid at fifty percent (50%) of costs as they are incurred. Access to the dental plan shall be offered each year during the annual general insurance open enrollment period. Teachers shall have the option to switch from single to family coverage or from family coverage to single coverage during the open enrollment period. A committee consisting of two (2) teachers appointed by the UNION and two (2) administrators appointed by the Superintendent shall review dental insurance and recommend the dental insurance carrier to the BOARD.

2. (SUPPORT STAFF). The BOARD shall pay ninety-two and one-half percent (92.5%) of the individual premium for dental insurance coverage for full-time, twelve month and modified-year, employees and a prorated premium as per percentage of employment for part-time employees. The BOARD shall pay fifty percent (50%) of the difference between the cost for single coverage and the cost for dependent coverage for full-time twelve month and modified-year, employees and a prorated premium as per percentage of employment for part-time employees.

   This insurance shall allow employees to continue with their current dentist and not require change such as HMO. Coverage shall include preventative maintenance - paid 100% (no deductible); standard restorative paid 80%, major restorative paid 50%; standard and restorative both subject to fifty dollar ($50) deductible per year per person. The policy shall provide one thousand two hundred dollars ($1,200) maximum per year per person. The Policy shall provide orthodontia up to a lifetime per person limit of one thousand five hundred dollars ($1,500) paid at fifty percent (50%) of costs as they are incurred. Access to the dental plan shall be offered each year during the annual, general insurance open enrollment period. Employees shall have the option to switch from single to family coverage or from family to single coverage during the open enrollment period.

G. The Insurance Committee will be empowered to make changes to the insurance plan design which will result in cost savings measures. Final BOARD and UNION approval is required.

Section 2. BOARD PAYMENT FOR REQUIRED MEDICAL EXAMINATION

With the exception of required examinations on entering service in the District, the BOARD shall pay the cost of all medical and other examinations required of an employee. Physicians conducting such examinations shall be appointed by the BOARD or its agent.

Section 3. INOCULATION SERVICE

The BOARD shall provide for employees' flu or other contagious disease inoculations, at one-half actual cost. Staff participation shall be voluntary.

Section 4. PAYMENT FOR UNUSED SICK LEAVE AT RETIREMENT

A. (TEACHERS). A teacher retiring from the District shall receive compensation for unused sick leave above one hundred seventy (170) days at 0.1% of MA/45-3 per day for up to eighty-five (85) days. A lump sum post- retirement payment shall be made to the retiring teacher no later than the first pay period in the January immediately following retirement and shall not be considered as creditable earnings.

B. (SUPPORT STAFF). A support staff retiring at age fifty-five (55), or older, shall receive forty dollars ($40.00) per day for each unused sick leave day over two hundred twenty-one (221) up to and including two hundred and fifty (250). This payment shall be added to the support staff 's retirement benefit and paid per the retirement benefit plan provisions found in Section 7D of this Article. Only sick leave days that are not used for additional Illinois Municipal Retirement Fund (IMRF) service credit can be used for purposes of this Section.

Section 5. SEVERANCE PAY (TEACHERS)

Any tenured teacher terminated from the District because of staff reductions shall be paid one-half (1/2) of their daily salary on the current salary schedule for each day of unused sick leave accrued up to a maximum of sixty (60) days.

Section 6. RETIREMENT BENEFIT

A. (TEACHERS). In addition to payments due to teachers specified in other sections of this AGREEMENT, the BOARD shall pay each teacher's legally required contribution to the Teachers' Retirement System (T.R.S.) of the State of Illinois. The purpose is to have the BOARD pick up and affect the tax sheltering of monies sent by the District to the T.R.S, previously designated as the teacher's share of contributions to that plan. As may be permitted by law, the procedures specified above shall be applied to all members of the bargaining unit currently contributing to the T.R.S.

B. (SUPPORT STAFF). Pursuant to Illinois Revised Statutes, Chapter 108-1/2, paragraph 7-173.2, the BOARD shall pick up and pay out of the support staff 's earned compensation his/her contribution to the Illinois Municipal Retirement Fund. Contributions so picked up shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code.

C. Medical Insurance Benefits for Retirees (SUPPORT STAFF). The BOARD shall recognize the services of retiring support staff who have rendered at least fifteen (15) years of creditable service to District 219 immediately preceding retirement by paying eighteen hundred dollars ($1,800.00) per year for the retiree's medical insurance through the District's Group Hospitalization Plan or other outside insurance plan as designated by the retiree until the retiree reaches age sixty-five (65). The retiree must show proof of participation in an outside insurance plan each year in order to receive the eighteen hundred dollars ($1,800.00) from the District. Support staff retiring at age fifty-five (55), or older, shall have the option of maintaining family coverage through the District's Group Hospitalization Plan until the retiree reaches age sixty-five (65), at their own cost provided that monthly dependent premiums are paid in advance. The UNION and the BOARD may meet to discuss various alternatives for Retiree Insurance programs.

Section 7. RETIREMENT PLANS

A. Retirement Benefit Plan (TEACHERS). The BOARD shall recognize the service of full-time teachers who have rendered at least fifteen (15) years of creditable service to District 219 immediately preceding retirement, who are eligible to receive pension benefits through the Teachers' Retirement System (TRS) of the State of Illinois.

B. Eligibility and Notice (TEACHERS)

1. To be eligible the teacher must have served satisfactorily in the District for a minimum of fifteen (15) years immediately preceding his or her retirement and must retire no later than the end of the school year in which he/she becomes eligible for a non-discounted annuity.

2. The teacher must give written notice to the Superintendent of his or her intention to participate in the program as early as February 1 in the sixth year prior to his or her last full year of employment but no later than February 1 of the fifth year prior to the end of his or her last full year of employment. The BOARD shall approve the request and notify the teacher within sixty (60) days of the receipt of the notice of intent to retire provided that all the conditions of this Section are met.

3. For educational continuity, teachers shall make the resignation date with the District effective at the end of the semester or the end of the school year, unless a different date is agreed to by the District. It is understood that the date of retirement for TRS purposes may be different than the resignation date with the District.

4. A teacher who reaches his/her fifty-fifth (55th) birthday within six (6) months of the last date of service and is eligible for TRS retirement benefits, may participate in the retirement program hereunder.

5. The teacher's notice to the BOARD and the BOARD's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice.

C. Contractual Agreement Between the BOARD and Teacher. The retirement benefit sum shall be the following:

1. Definitions:

   i. "Base Salary" as defined herein is the salary earned in the sixth (6) year before retirement, including stipends for psychologists, social workers, counselors, and PhD or equivalent educational doctorate differentials.

2. In the final five (5) years of District service, the BOARD shall provide the following yearly compounded increases on the teacher's prior year's base salary:

5 years from retirement	4 years from retirement	3 years from retirement	2 years from retirement	Final year
5%	5%	5.5%	5%	5%

3. Teachers who opt for the retirement benefits stated herein understand that they will be going off of the salary schedule in terms of both vertical and horizontal movement in exchange for these retirement benefits.

   If a teacher gives fewer than five years' notice of intent to retire, the BOARD shall provide the yearly compounded increases on the teacher's prior year's base salary according to the chart above. For example, if a teacher submits notice of retirement three years before the teacher becomes eligible for a non-discounted annuity, the teacher would receive increases to their base salary 5.5%, 5%, and 5% respectively.

4. If a teacher chooses to continue or add extra duties or extra paid assignments during his/her years of participation in the retirement benefit plan, it is understood that he/she will not be paid more than six percent (6%) over prior year's total creditable earnings in the final four years of service. In no case will a participant in the retirement plan be paid in excess of six percent (6%) under any circumstance except as specifically agreed to in writing between the BOARD and UNION. An employee shall not be required to continue extra duties or extra paid assignments once the six percent (6%) maximum is reached.

5. Limitations on Participation. The BOARD reserves the right to limit the number of teachers who shall be approved for this retirement plan each year for reasons which are in the best interests of the District. However, in no event shall the BOARD limit the number of teachers who shall be approved for this plan in any year to less than thirty percent (30%) of the teachers eligible for retirement. If a limit to the retirement plan is imposed, eligibility will be based on seniority in the service of the District.

6. Miscellaneous Provisions. Upon the death of a teacher who has entered into a retirement contract with the District, the District shall pay the unpaid portion of that year's and any remaining years' benefit sum payments to the teacher's designated

beneficiary or the teacher's estate, including the amounts payable as reimbursement for payment for unused sick leave.

7. Impact Bargaining. Any change to legislation effective after the implementation of this AGREEMENT, which affects the definitions contained herein, including but not limited to the tax levy, tax limitation act or pension reform legislation shall immediately require impact bargaining of the parties relative to the effects thereto on this AGREEMENT.

8. If the Retirement Benefit Plan described above is disallowed either in whole or in part by TRS, thereby decreasing retirement benefits due the retiring teacher, the BOARD and the UNION shall negotiate an alternative Retirement Benefit Plan that provides benefits equal to or greater than those contained in the Plan provided that the BOARD's monetary obligation under said plan is not thereby increased.

D. Contractual Agreement Between the BOARD and Support Staff. The retirement benefit sum shall be the following:

1. Support staff employees, age fifty-five (55) or older, are eligible for the following Retirement Benefit after fifteen (15) years of continuous full-time, twelve month or modified-year, service, as long as the employee has notified the BOARD in writing of their decision to retire at least one (1) year prior to the effective date of their retirement, but not more than five (5) years prior to the effective date of their retirement. Such effective date for retirement for support staff employees shall only be on December 31or June 30, unless otherwise approved by the Superintendent with proof of extenuating circumstances.

2. Upon receipt of the employee's written intent to retire, the BOARD shall unconditionally accept the same and the request for retirement shall be irrevocable.

3. Eligible retirees shall receive eighteen hundred dollars ($1,800.00) per year of continuous full-time, twelve month or modified-year, service as a retirement bonus, up to the maximum of fifty-four thousand dollars ($54,000.00). For example, an eligible retiree with fifteen (15) years of continuous full-time, twelve month or modified-year, service will receive twenty-seven thousand dollars ($27,000.00) as a retirement bonus.

4. The retirement bonus amount, the calculation of which is described in the prior paragraph, applicable to each eligible retiree will be distributed annually, from the time the BOARD accepts a written notification of retirement until the time of retirement, to raise the employee's total creditable earnings from the prior year by no more than six percent (6%). Any remaining retirement bonus funds shall be paid no later than sixty (60) days post-retirement.

5. Eligible retirees who give five (5) years notice of retirement are capable of receiving the following increases in the last five (5) years of employment:

5 yrs from retirement	4 yrs from retirement	3 yrs from retirement	2 yrs from retirement	1 yr from retirement
5%	5%	5.5%	5%	5%

6. Eligible retirees who give less than five (5) years notice shall receive increases to their base salary according to the chart above. For example, if an employee submits notice of retirement three years before retirement, the employee would receive increases to their base salary 5.5%, 5%, and 5% respectively.

Section 8. 403(B)/457(B) VESTED ANNUITY

All employees who are not Tier I members of TRS or IMRF will be offered a 403(b)/457(b) plan, with a maximum match of $1,500 per school year from the District.

Section 9. 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 to the amounts allowable as set forth in applicable Internal Revenue Guidelines and Regulations. The total amount elected shall be deducted from each teacher's compensation along with the deduction of contributions to the Illinois Teachers' Retirement System, if applicable, 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:

- Premiums for group health insurance.
- Reimbursement for medical, dental and eye care expenses not covered by insurance or otherwise, as defined in Code Section 213 of the Internal Revenue Code.
- Reimbursement for qualified dependent care assistance as defined in Code Section 129 of the Internal Revenue Code.
- Other items as may be hereafter agreed between the BOARD and the UNION.

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 circumstances 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.

Section 10. EMPLOYEE ASSISTANCE PROGRAM

The BOARD will continue to offer the current Employee Assistance Program (EAP) during the life of this AGREEMENT.

Section 11. PERSONAL PROPERTY COVERAGE FOR LOSS OR DAMAGES (TEACHERS)

The District has taken out a supplemental policy to cover certain personal property, excluding cash or jewelry, of teacher employees, not to exceed five hundred dollars ($500) for any one teacher while on the school premises and subject to the other terms and provisions contained therein.

The UNION shall have the right at all reasonable times to make appointments to examine the insurance policy which is on file in the District's Business Office. The BOARD agrees to continue in force this or a similar insurance policy, but the BOARD shall have no further obligation to indemnify or hold harmless teachers for the loss of, or damage to, any of their personal property, above the limits covered in said policy, arising out of the course of their employment.

Section 12. WORKERS' COMPENSATION

When an employee incurs a Workers' Compensation related injury, the employee is charged no sick leave time and is paid 100% of his/her regular pay for the first forty-five (45) work days missed due to the injury. In such case, the employee shall receive no temporary total disability ("TTD") check, or if he or she does, the check shall be turned over to the District.

Notwithstanding the above, in instances where an individual is off work for three days or less, that time is charged against the employee's sick days or other available leave time. However, if an individual is off seven consecutive calendar days, the first three days revert to Worker's Compensation days and the employee is not charged sick leave.

Following the forty-five (45) work day period, the employee shall choose whether to receive full pay while forfeiting TTD payment and being charged pro-rata sick leave for the difference, or retaining TTD payment only but without loss of leave time. If the employee chooses the former and runs out of sick leave, the option shall automatically revert to the latter.

Section 13. CIVIL UNIONS

Employees who obtain a civil union pursuant to the Illinois Religious Freedom Protection and Civil Union Act shall be entitled to the same benefits as are available throughout this AGREEMENT and Board policy to spouses. Employees with a domestic partner who is receiving benefits as of the effective date of this AGREEMENT shall continue to receive benefits without producing evidence of being joined in a civil union pursuant to the Illinois Religious Freedom Protection and Civil Union Act.

Section 14. UNIFORM ALLOWANCE (SUPPORT STAFF)
When the BOARD requires a custodial, maintenance or pupil security employee to wear a uniform, the BOARD shall provide the support staff with a sufficient number of uniforms. Support staff who are required to work outdoors in extreme or inclement weather conditions shall also be provided with suitable outerwear. The initial selection of uniform styles shall require the approval of both the BOARD and the UNION, and no subsequent changes shall be made without consulting the UNION. Damaged or worn uniforms will be replaced, upon supervisor approval.

Section 15. TUITION REIMBURSEMENT (SUPPORT STAFF)
The BOARD shall annually establish a fund not to exceed fifty thousand dollars ($50,000.00) for purposes of tuition and fee reimbursement for preapproved course work and/or vocational training taken outside of regularly scheduled work hours. Course work and/or vocational training shall require preapproval by the Superintendent and/or his/her designee. Reimbursement shall not exceed two (2) courses or the equivalent of six (6) credit hours for any support staff member in any calendar year. No reimbursement amount shall exceed the total cost of the tuition for any individual. Books and other supplies or fees found on a tuition bill shall not be reimbursed. Any funds not expended in any year, shall roll over to the next year, thereby increasing the fund in the next year.

Support staff who have received preapproval for course work shall be reimbursed at the prorated unit amount based upon the total number of units which were approved and submitted for reimbursement. Reimbursements shall occur on the last pay check in the fiscal year or, for modified year employees, on a special reimbursement pay check at such time. A unit amount is defined as one credit hour which shall be equivalent to twelve clock hours for vocational or non-college training/courses. The UNION president shall receive a report of the support staff who were reimbursed, including the class or training course title, the reimbursement amount and the per unit calculation.

For a support staff member to receive reimbursement, he/she must provide adequate proof (transcript, certificate, or letter of completion from the course instructor) that a final grade of "C" or better was earned.

District Goals Training shall be reimbursed at $200.00 per course from this tuition reimbursement fund. Any support staff who takes and successfully completes "Tech 1" training shall be compensated two hundred dollars ($200.00). A support staff who was compensated through the receipt of a Netbook for "Tech 1" completion prior to this subsection shall not also be eligible for this compensation for having completed "Tech 1." If the District replaces "Tech 1" with a different level of training or creates any type of substantively similar training or other type of training which was based upon District goals like "Tech 1" was, such training shall be compensated at the same rate.

Any support staff taking advantage of tuition reimbursement funds, with the exception of funds received for District goals training, agree to remain employed in the District for two years after receiving such funds. Any support staff who voluntarily resign before the end of the two years shall reimburse the District the value of the accepted funds on a graduated scale such that if the support staff resigns within one year of receipt of such funds shall reimburse the District 100% of the funds. If the support staff member resigns within two years but after one year shall reimburse the District 50% of such funds. The obligation to reimburse the District the value of accepted funds does not apply when separation from the District is due to termination or resignation in lieu of termination.

ARTICLE XXV - UNION RIGHTS

Section 1. UNION'S EXCLUSIVE BARGAINING RIGHTS
All collective bargaining shall be conducted between duly authorized representatives of the UNION and the BOARD, and the BOARD shall not negotiate with any other individual, group or organization purporting to collectively represent employees covered by this AGREEMENT; provided, however, this AGREEMENT shall not be construed to prevent the BOARD or any administrator from meeting with any employee or group of employees for the purpose of hearing the views of such employee or group of employees, but not for the purpose of negotiating with any employee or group of employees. There shall be no substantial changes in any of the terms and conditions of employment specifically set forth in this AGREEMENT without mutual written agreement between the UNION and the BOARD.

Section 2. RECOGNITION OF THIS AGREEMENT
This AGREEMENT and all its provisions shall be the policy of the BOARD and supersede any BOARD policy presently to the contrary. BOARD policy established during the term of this AGREEMENT shall be in conformity with its provisions. Individual teacher contracts shall be so drawn as to indicate that they are subject to the provisions of this AGREEMENT.

Section 3. INTEGRITY OF BARGAINING UNIT
The bargaining unit as defined in the Preamble hereof shall remain unchanged for the duration of this AGREEMENT.

Section 4. RESOLUTION OF QUESTIONS
The UNION and the BOARD and/or its representatives shall meet within a reasonable time upon request of either party for the purpose of resolving questions concerning the implementation of this AGREEMENT and related matters. When UNION representatives meet with the BOARD, or its duly authorized representatives to discuss the implementation of this AGREEMENT, they shall suffer no loss of pay or other benefits.

Section 5. UNION LISTINGS
The UNION and its officers shall be listed in the school directory and other publications as appropriate as long as the UNION provides the BOARD with the names of its officers in a timely fashion prior to final preparation of the directory.

Section 6. UNION ANNOUNCEMENTS
The UNION shall have the right freely to communicate through the intra-district mail system and teachers' mail boxes, the building public address systems (outside of school hours), District e-mail, use of bulletin boards in the three (3) faculty lounges and building and central offices, and where the time clocks are located and school bulletins. No person except a UNION designee shall post or remove material from UNION bulletin boards. The UNION shall have the right to make reports and announcements at general, building, and departmental meetings. Notice of UNION activities shall be included and published in the general and school calendars.

Section 7. UNION MEETINGS

A. (TEACHERS). One day each month, on the day of the week normally set aside for meetings of teachers, shall be reserved for UNION meetings. Where that day would fall on a holiday, the same day in the preceding week shall be so reserved. No meetings of teachers under the auspices of the BOARD or Administration shall be scheduled simultaneously with UNION meetings.

B. (SUPPORT STAFF). The third Thursday of each month will be reserved for UNION meetings. During the times set for these UNION meetings, the BOARD shall not schedule employee meetings that support staff are required to attend beyond their normal hours of work or assign overtime work that is not of an emergency nature. Nothing herein shall require the BOARD to release support staff from work to attend UNION meetings or to compensate support staff for the time they spend attending UNION meetings.

Section 8. DUES CHECK-OFF

The BOARD shall check off bimonthly from the salary payment of each member of the UNION from whom it has received a written authorization, in the form currently in use, the amount of that teacher's UNION dues. The UNION shall certify the amount of dues to the BOARD before October 1. Deductions shall be made from the first two (2) paychecks each month, October through May, in equal amounts and the collections paid over to the UNION no more than thirty (30) days after the payday on which the deduction is made. Written dues deduction authorizations shall continue in effect from year to year unless terminated by written notification to the UNION in accordance with established UNION procedures or upon termination of an employee’s employment by the BOARD.

Section 9. FAIR SHARE

A. All employees who are not members of the UNION, thirty (30) days after their initial employment, 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.

B. Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and remitted to the UNION, provided, however, that:

2. 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

3. 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.

C. 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.

D. 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-member may file an objection to the fee with the IELRB (with a copy served on the UNION) at any time before 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 shall be handled under rules and regulations now in effect or adopted later by the IELRB.

E. 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 the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

F. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the UNION, the UNION shall promptly adopt such determination and notify the BOARD to reduce deductions from the earnings of non-members to said prescribed amounts.

G. 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.

H. 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 Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

Section 10. COPE DEDUCTION

Prior to December 1 of each school year the UNION may submit to the BOARD a list of employees covered by this AGREEMENT who have previously submitted written authorization cards which have not been revoked authorizing the employee's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE). The list shall be alphabetized, shall list the employee's social security number and shall set forth the aggregate amount to be deducted from all employees on the list. The BOARD, upon the timely receipt of said list, shall deduct the authorized amount from the teacher's pay and remit such deduction to the North Suburban Teachers Union's Committee on Political Education (COPE).

The authorization cards which shall be maintained by the UNION and made available to the BOARD upon reasonable request, shall be in the following form:

> I hereby authorize the Board of Education to deduct from my salary, during the last pay period in October only, the sum of $___ and to forward that amount to the North Suburban Teachers Union's Committee on Political Education {COPE). This authorization shall continue in effect from year to year unless revoked by me in writing prior to October 1 of any school year, or upon my termination of employment. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payment to COPE are not conditions of membership in the UNION or of employment with the District.
>
> NAME:
>
> DATE:
>
> SOCIAL SECURITY NUMBER:

Section 11. OTHER DEDUCTIONS

The BOARD shall, without charge and upon written request of any teacher, deduct from the teacher's salary such payments as directed for UNION selected annuity programs, investment funds and group insurance programs, the number of such deductions being limited by the bookkeeping equipment available.

Section 12. TIME FOR CONDUCT OF UNION BUSINESS

A. (TEACHERS). The UNION president, executive vice president and two (2) building vice presidents shall be assigned no sixth (6th) period or involuntary extracurricular duties.

B. (TEACHERS). UNION officers shall be granted professional leave to attend national and/or state organization meetings. The UNION shall be responsible for all costs relative to attendance at such meetings and shall provide qualified substitutes to cover classes. In the event no such substitutes are provided, the UNION shall pay to the District the cost of substitutes it may be necessary to hire. A maximum of fifteen (15) days shall be allowed for this leave.

C. (TEACHERS). The UNION shall be granted a minimum of .2 FTE and a maximum of .6 FTE paid release time as determined by the Administration with input from the UNION and final approval from the BOARD.

D. (SUPPORT STAFF). UNION officers or their designees shall collectively be granted a total of ten (10) days noncumulative leave each year without loss of pay to attend local, State or national UNION conferences, conventions or workshops. At least one (1) week's written notice shall be given prior to taking any such leave, provided that not more than three (3) persons shall be on such leave at any one time unless the BOARD or its designee specifically consents in writing to an exception.

E. (SUPPORT STAFF). The UNION President shall be granted an additional five (5) days noncumulative leave each year without loss of pay to attend to UNION business. The UNION President shall notify the Superintendent at least one (1) day in advance of the day or days on which such leave will be taken.

F. (SUPPORT STAFF). The UNION shall reimburse the District within ten (10) working days for the cost of a substitute(s) for any employee who will miss work in order to attend any of the above-mentioned meetings, provided:

1. a substitute(s) is hired; or

2. overtime is used in an amount greater than two (2) hours. UNION leave may be used in increments of not less than one-half (½) workday.

G. (SUPPORT STAFF). In addition to the above, UNION shall be granted two (2) additional days in one hour increments, totaling sixteen (16) hours of leave in all, for the purpose of allowing release time for clerical department UNION representatives designated by the UNION President to conduct UNION business. Either the UNION Representative or the President shall give notice to the Superintendent at least one (1) day in advance of each hour taken, or it may be taken on a regular schedule prearranged with the Representative's immediate supervisor.

H. Mentoring Release Time (SUPPORT STAFF): In addition to the above, the District shall release with pay a support staff designated by the UNION to be a mentor to a newly hired or newly placed employee within the bargaining unit for the purpose of conducting that mentorship. This may include time on the first Institute Day of the year for support staff hired or placed at the start of a school year, up to a total of ten (10) hours over the school year, as needed. The Administration shall determine which employee shall receive the mentoring, when the mentoring is to take place, and the intended direction of the subject matter which the mentoring shall cover.

Section 13. UNION'S RIGHT TO INFORMATION

The BOARD shall furnish the UNION with the following documents and kinds of information as they are received, completed or compiled or as otherwise indicated:

A. BOARD agenda booklets;

B. official minutes of BOARD meetings;

C. monthly statement of financial position;

D. school policy manual and revisions;

E. annual auditor's report;

F. tentative budget;

G. final budget;

H. employee lists (with home addresses and telephone numbers); new employees by August 20; and

I. upon request, any and all information, statistics and records which may be relevant to negotiations or necessary for the proper enforcement of the terms of this AGREEMENT provided nothing herein shall require the BOARD to research or develop any information or reports that are not already prepared and available.

Section 14. JOB DESCRIPTIONS
The BOARD shall provide the UNION with a complete set of job descriptions for all of the positions covered by this AGREEMENT. If any of said job descriptions are subsequently revised or modified, the BOARD shall provide the UNION with a copy of the new job description. The UNION shall have an opportunity to discuss the proposed changes to the job description and possible related job grade changes prior to posting. Any disagreement or differences between the BOARD and the UNION shall be negotiated upon the demand of the UNION. The District may implement changes and post while the negotiations process is ongoing.

Section 15. UNION'S RIGHT TO APPEAR BEFORE THE BOARD
The UNION president or his/her designee shall have the right to address the BOARD at the beginning of the meeting or at the time that a given item of the agenda is taken up. The UNION speaker, shall, whenever possible, give notice through the Superintendent of his/her intention to address the BOARD.

Section 16. UNION'S RIGHT TO ADDRESS EMPLOYEES
The UNION presidents or their designee shall have the right to address the new employees at their first meeting in each building and the entire membership in each building on the opening Institute Day.

Section 17. UNION'S USE OF EQUIPMENT, PHONES
During their non-working time, the UNION shall have, without charge, use of school telephone for intra-district calls and the use of reproduction equipment, designated by the building principal. The UNION shall provide its own duplication supplies.

Section 18. NOTIFICATION BY EMAIL
Notification by email is sufficient for all formal communications by and between the BOARD and UNION unless otherwise required by law. Notice given by email is effective on the day the day the email is sent.

ARTICLE XXVI - LEGAL PROTECTION OF EMPLOYEES

Section 1. REPORT OF PERSONAL INJURY CASES
Employees shall report immediately in writing to their principal and to the District office all cases of assault, battery and/or harassment suffered by them in connection with their employment, and all facts concerning the incident.

Section 2. AID TO EMPLOYEES
This report shall be forwarded to the BOARD which shall comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved; the BOARD shall also act in appropriate ways as liaison between the employee, the parents, the police and the courts.

Section 3. COUNSEL FOR EMPLOYEES
The BOARD agrees to indemnify and protect employees against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the BOARD. If criminal or quasi-criminal proceedings are brought against an employee arising out of his/her employment, the BOARD shall, at the employee's request, reimburse the employee for the reasonable cost of an attorney to defend him/her in such proceedings at the Circuit Court level; provided, however, that if disciplinary action is taken based on the same conduct which gave rise to the criminal or quasi-criminal proceedings reimbursement may be reduced by an amount equal to the amount of wages lost through suspension without pay. No reimbursement shall be provided in cases that result in dismissal or where the employee is found guilty in court.

Section 4. SPECIAL LEAVE POLICY
Whenever an employee is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence up to six (6) months or the remainder of the school year, whichever is the longer, without having such absence charged against his/her annual sick leave or accumulated sick leave. To receive advantage of this benefit, the employee shall apply for worker's compensation, and any amount of salary paid pursuant to this section shall be reduced by the amount of any worker's compensation award for temporary disability due to the said assault and/or battery injury for the period for which such salary is paid. The BOARD shall have the right to have the employee examined by a physician designated by the BOARD for the purpose of establishing the point at which the employee is able to return to duty.

Section 5. ASSAULT AND HARASSMENT
The BOARD shall protect employees against assault, harassment or physical attacks. Such protection shall include reporting all incidents of assault, harassment or physical attacks committed against employees, upon written receipt or written complaint from any employee so affected, to the local law enforcement authorities no later than twenty-four (24) hours after receipt of the employee's written complaint, and other reasonable actions to protect the employee as agreed upon by the UNION and the BOARD.

ARTICLE XXVII - PROCEDURE FOR RESOLUTION OF ISSUES ARISING DURING THE TERM OF THIS AGREEMENT

Section 1. TEMPORARY AGREEMENTS
This AGREEMENT shall not be construed as prohibiting the parties from making such other temporary arrangements for the convenience of the BOARD, its Administration or the UNION as may be mutually agreed upon during the term of this AGREEMENT. Such temporary arrangements shall not be construed as establishing precedents.

Section 2. NEGOTIATIONS OVER UNUSUAL PROBLEMS NOT COVERED BY TERMS OF THIS AGREEMENT
The parties agree that except in cases of an unusual or pressing nature, negotiations shall not be reopened on any item whether contained herein or not, during the term of this AGREEMENT.

Section 3. MEETINGS WITH BOARD OF EDUCATION
The UNION and the BOARD (including the Superintendent) shall meet and confer privately on items of concern once each month in August, October, February, and May. Unless otherwise mutually agreed, such meetings shall be held in the BOARD's general meeting room, and such meetings shall begin at 7:00 PM. The parties shall mutually agree upon the date for each quarterly meeting.

Section 4. MEETINGS WITH THE ADMINISTRATION
The UNION president, and other UNION officials, and the Superintendent, and other administrators, shall meet and confer privately on items of concern once each month, at a mutually agreed time and date. Unless mutually agreed otherwise, such meetings shall be held in the BOARD's conference room.

Section 5. NO STRIKE (SUPPORT STAFF)
During the term of this AGREEMENT, neither the UNION, any person acting on behalf of the UNION, nor any support staff member covered by this AGREEMENT, shall engage in, authorize or instigate a strike of any kind, including a sympathy strike, or any other intentional interruption of the operations of the District.

Section 6. NO LOCKOUT (SUPPORT STAFF)
During the term of this AGREEMENT, the BOARD shall not lock out any support staff members covered by this AGREEMENT as a result of a labor dispute involving this UNION.

ARTICLE XXVIII - DURATION OF CONTRACT – SUCCEEDING NEGOTIATIONS AND RELATED TECHNICAL CLAUSES

Section 1. DURATION OF THIS AGREEMENT

This AGREEMENT shall be in effect as of the first day of the 2024-2025 school term, unless specifically provided otherwise, and shall continue in full force and effect until the day prior to the start of the 2028-2029 school term, and year to year thereafter unless notice of termination or renegotiation is given in writing by one party to the other party prior to January 15 of the final year of this AGREEMENT or in any subsequent year. Notification by email shall be sufficient, unless otherwise required by law.

Section 2. DATE TO START NEGOTIATIONS

Not later than April 1st of the year of the expiration of this AGREEMENT, the BOARD and the UNION agree to start negotiations in accordance with the procedure set forth herein to secure a successor AGREEMENT where there has been notification of interest to renegotiate.

Section 3. PROCEDURE DURING NEGOTIATIONS

During negotiations, the BOARD and the UNION shall exchange relevant data, points of view and proposals and counterproposals. The BOARD shall make available to the UNION for inspection all pertinent 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.

Section 4. BOARD PARTICIPATION

The BOARD and the UNION agree that in future negotiations, when possible, a member of the BOARD shall serve on the BOARD's negotiating team.

Section 5. TIME OF NEGOTIATIONS

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

Section 6. TECHNICAL CLAUSES

A. Election of December 1, 1966 - Applicability. This AGREEMENT is subject to the provisions of the resolution permitting the election of a negotiating agent adopted by the BOARD December 1, 1966.

B. Separability. In the event any provision of this AGREEMENT is or shall at any time be contrary to law, all other provisions of this AGREEMENT shall continue in effect.

C. Conformity to Law. No provision of this AGREEMENT shall abrogate the statutory rights, duties and responsibilities of the BOARD. The BOARD also reserves its right to delegate to its administrators the responsibility for the day-to-day management of the schools in its charge.

D. Board Policy. This AGREEMENT and its provisions shall be deemed the policy of the BOARD and supersedes any BOARD policy that is presently to the contrary.

Except as herein above otherwise provided, the BOARD reserves the right to amend its policies, other than as contained in this AGREEMENT, from time to time as deemed necessary.

E. Good Faith Performance. The BOARD and the UNION and their representatives, mutually agree to carry out the performance of this AGREEMENT in good faith. The BOARD and the UNION in keeping with this provision further agree that they shall not engage in the following activities during the term of this AGREEMENT: lockout (either selective or mass), strikes, mass resignations, or the withholding of professional services (including but not limited to teaching and administrative services). If any provision of this AGREEMENT 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 negotiations with the UNION.

This AGREEMENT is signed and adopted this 10th day of September, 2024.

IN WITNESS THEREOF:

Board of Education
Niles Township High School
District #219

President

Secretary

Niles Township Federation of Teachers
and Support Staff
A Council of the North Suburban Teachers
Union, Local 1274, IFT/AFT, CFL/AFL-CIO

President for Teachers

President for Support Staff

APPENDIX A – A POLICY FOR THE SELECTION OF INSTRUCTIONAL MATERIALS AND PROEDURES FOR HANDLING COMPLAINTS (TEACHERS)

1. Criteria and Standards for Book Selection.
We are concerned with generating understanding of American freedoms and with the preservation of these freedoms through the development of informed and responsible citizens. To this end we shall be guided by the Library Bill of Rights of the American Library Association which asserts that the responsibility of the school is:

To provide materials that shall enrich and support the curriculum, taking into consideration the varied interests, abilities and maturity levels of the pupils served.

To provide materials that shall stimulate growth in factual knowledge, literary appreciation, aesthetic values and ethical standards.

To provide a background of information which shall enable pupils to make intelligent judgments in their daily lives.

To provide materials on opposing sides of controversial issues so that young citizens may develop under guidance the practice of critical reading and thinking.

To provide materials representative of the many religious, ethnic and cultural groups and their contributions to our American heritage.

To place principle above personal opinion and reason above prejudice in the selection of materials of the highest quality in order to assure a comprehensive collection appropriate for the users of the library.

2. Special Standards.
Any educational material or activity to be used in the instructional program shall be selected because of its general, overall merit. Isolated passages or words taken out of context are not sufficient reason for rejecting the purchase of the work. Truth and art shall be considered in the selection of books and other instructional materials. This means factual accuracy, authoritativeness, balance and integrity. It also means quality of presentation, imagination, vision, creativity, style appropriate to the idea, vitality and distinction.

The high school should provide the students and faculty with all viewpoints concerning the problems and issues of our times. Materials advocating a minority or unpopular view shall not be discriminated against.

3. Teachers' Request.
Teachers shall follow the outline in Administrative Procedure 6:210-AP2, titled “Instructional Materials – Selection and Adoption” when selecting instructional materials.

4. Procedures.
Procedures to be followed in the event of a complaint concerning instructional materials (see Administrative Procedure 6:260-AP1, titled "Complaints about Instructional Materials").

A. Any complaint shall be made directly to the faculty member involved.

B. When a complaint is made either orally or in writing, the faculty member involved shall supply the complainant with the form: Request for Reconsideration of Instructional Material.

C. The faculty member notifies the director, principal, and bargaining agent building representative that a complaint has been made.

D. Upon receipt of the written request for reconsideration the faculty member shall provide copies for the director, principal and building representative.

E. If in the judgment of the director and the faculty member, the complainant has demonstrated that he/she has examined the material thoroughly and fairly and indicates that his/her objection to the material is made in reference to his/her child only, his/her request may be honored at that time and the case may be dropped.

F. If after the first conference the complainant requests that the book be withdrawn for all students and continues to insist upon its withdrawal, the faculty member will arrange a conference for the complainant with the faculty member and director.

G. After Step F, if the complainant is still dissatisfied, the director shall arrange a conference which shall include the complainant, the director, the faculty member and the principal. Previous to the conference, the principal shall have received a written report on the disposition of the complaint from the director. The report will include any evidence presented by the faculty members sustaining the reasons for including the material in the course of study.

H. If no solution is reached, the principal shall refer the matter to an ad hoc committee to be known as the Reading Advisory Committee. The membership of this committee will be as follows:

1. two (2) teachers from the department involved,

2. a director in the subject area involved but from another district school,

3. the principal,

4. a librarian,

5. director.

This committee will report its findings, along with all previous records, to the principal, bargaining agent and superintendent.

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