

A G R E E M E N T

BETWEEN THE

BOARD OF EDUCATION,

SCHOOL DISTRICT #71

Cook County, Illinois

AND THE

NILES COUNCIL

OF TEACHERS AND SUPPORT STAFF

LOCAL 1274, IFT/AFT, AFL-CIO

2024 - 2028

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PREAMBLE

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

ARTICLE I - RECOGNITION

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

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

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

ARTICLE II - NO CESSATION OF WORK

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

ARTICLE III - BOARD RESPONSIBILITY

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

ARTICLE IV - RIGHT TO ADMINISTER

- A. This Contract is not to supersede in any way Federal law, Illinois State Code or policies of the Board, not negotiated herein.
- B. The Administration has the right to develop rules and regulations for the execution of the above documents, provided these rules and regulations are not inconsistent with State Code or Board policy.

ARTICLE V - UNION RIGHTS AND RESPONSIBILITIES

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

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

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

H. **UNION DUES DEDUCTION**

The Board, upon the receipt of a written authorization from an employee and/or the Union, shall deduct twice a month from October through May the employee's Union dues from his/her pay and remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. The Union shall certify the amount of dues to the Board and provide copies of the written authorizations before October 1st. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms in which he/she authorized the dues deductions, the Union will notify the Board after the close of the revocation window.

I. **COPE DEDUCTION**

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

ARTICLE VI – EMPLOYEES' INDIVIDUAL RIGHTS

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

B. **NON-DISCRIMINATION**

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

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

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

ARTICLE VII – EMPLOYEE INPUT

- A. A committee designated by the Union, may submit in writing to the Superintendent for consideration, educational and operational recommendations.
- B. The Superintendent may present these recommendations to the Board of Education or return them with the Superintendent's comments.

ARTICLE VIII - EVALUATION OF TEACHERS

The evaluation of teacher performance is subject to Illinois School Code. The District Evaluation Plan shall be developed and maintained in accordance with Illinois School Code by a District Evaluation Committee. This committee, agreed upon by the Union President and the Superintendent, shall develop and maintain the criteria and procedures utilized by the District Evaluation Plan in accordance with the Illinois School Code. The District Evaluation Committee shall meet annually to review the current District Evaluation Plan and may submit any recommended changes to the Board and the Union by April 30 of each school year. As the District Evaluation Plan applies to all teachers covered by this Agreement, the evaluation processes of the Plan are grievable and the performance criteria of the Plan are not grievable.

Unsatisfactory Evaluation Rating Appeal: A teacher rated *Unsatisfactory* on a summative evaluation may appeal the rating by submitting a timely notice of appeal to the Superintendent and the Union president. The teacher's written notice of appeal must be submitted within five (5) teacher workdays after the receipt of the *Unsatisfactory* summative rating and submitted on a form provided by the Superintendent. The appeal will be submitted to the Superintendent's office by email or hand delivery.

Upon receipt of the appeal, the Superintendent or designee will inform the evaluator who issued the *Unsatisfactory* summative rating and convene the panel of qualified evaluators within five (5) teacher workdays. Untimely appeals will not be advanced to the panel of qualified evaluators and are not subject to challenge. The entire appeals process (from the day the appeals process is invoked until a final summative rating is established) will take no more than twenty (20) teacher workdays, unless mutually agreed upon between the Union and Administration. All efforts will be made to conduct appeals business between the hours of 7:30 a.m. and 4:00 p.m.

The teacher will specify in the notice of appeal the reasons the *Unsatisfactory* summative rating is erroneous and identify any facts or evidence to support the basis for appeal which may or may not include reference to specific evidence that has been collected through informal and formal observations, evidence provided by the teacher to the evaluator prior to receiving the summative rating and dates or elements not consistent with the timelines or processes established in the Teacher Evaluation Plan.

The Joint PERA Committee will determine the criteria for reviewing an appeal and agree to a panel of qualified evaluators to assess the *Unsatisfactory* rating being appealed and make a determination as to whether or not the *Unsatisfactory* rating should be rescinded. Qualified evaluator(s) may include licensed evaluators that are not employed by the school district. The evaluator and the teacher filing the appeal will not serve on the panel. The Union president or designee will attend all meetings convened by the panel, but will not participate in the assessment of the summative evaluation and supporting documentation or the panel's final decision.

The panel will assess the summative evaluation and all of the supporting documentation received from the teacher and the evaluator who issued the *Unsatisfactory* rating. If the panel chooses, it may call the teacher, the evaluator and any other witness the panel deems would have relevant information to consider. The panel must reach a consensus on whether or not the *Unsatisfactory* summative rating should be rescinded.

If the panel's decision is to rescind the *Unsatisfactory* rating then the teacher will have no summative evaluation for that evaluation cycle and will be rated "Proficient" for purposes of Reduction in Force (RIF)

COMPLAINTS AGAINST TEACHERS

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

ARTICLE IX - EMPLOYEE PERSONNEL FILES

A. OFFICIAL PERSONNEL FILES

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

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

C. THE RIGHT OF PRIVACY

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

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

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

ARTICLE X — TEACHING ASSIGNMENTS AND TRANSFERS

- A. The Superintendent and Administrator(s) shall make teaching assignments. In making such assignments, the Superintendent and Administration shall consider the teacher's certifications, qualifications, merit, ability (including performance evaluations when available), and relevant experience, in accordance with Illinois School Code.
- B. Each teacher shall be notified in writing of his/her teaching and other responsibilities, if any, for the coming school year as soon as possible. Said notice may be subject to change when extenuating circumstances warrant.
- C. When vacancies occur, notice of the vacancy shall be posted. Any qualified District #71 teacher may apply in writing for that position. District #71 teacher applicants shall be notified when the position has been filled. In filling vacancies, the Superintendent and Administration shall consider the teacher's certifications, qualifications, merit, ability (including performance evaluations when available), and relevant experience, in accordance with Illinois School Code.

ARTICLE XI – TEACHER SCHOOL DAY

A. LUNCH PERIOD

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

B. WORK DAY

Teachers will be required to be present in the school building for seven (7) hours and twenty (20) minutes per day. The work day may be extended to seven (7) hours and fifty (50) minutes per day for collaborative meetings as needed. The district will make every effort to limit regular faculty and committee meetings to Tuesdays and Thursdays. These additional thirty (30) minutes shall be scheduled at the beginning of the work day.

C. PLANNING TIME

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

Certified staff shall receive at least three hundred and fifty (350) minutes of plan time per week in amounts of at least twenty (20) consecutive minutes.

D. HALF DAYS AND INSTITUTE DAYS

1. Students will be dismissed at 11:30 a.m. on half days. Following the duty free lunch period and no sooner than 12:15 p.m., the afternoon session for teachers will begin. On these days, the time designated by the Superintendent shall be devoted to in-service, committee work and special meetings. The parties may mutually agree to eliminate a scheduled half day when practical or necessary.

2. Teachers shall be required to remain in the building on Half Days and Institute Days. Exceptions may be made with the approval of an Administrator and/or the Superintendent.
3. Half Days and Institute Days shall be planned by the faculty and Administrator(s) and approved by the Superintendent.

E. **TRAINING**

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

F. **RESPONSE TO INTERVENTION**

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

G. **SPECIAL EDUCATOR WORK LOAD**

Niles School District 71 has developed and implemented the workload plan for special educators in compliance with 23 Illinois Administrative Code 226.735.

H. **GRANT WRITING**

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

ARTICLE XII - RECOGNITION OF TEACHING EXPERIENCE

A. OUT-OF-DISTRICT EXPERIENCE

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

One full year experienceCredit for one year
Two full years experience.....Credit for one year
Three years experienceCredit for two years
Four years experience..Credit for two years
Five years experience...Credit for three years
Six years experience.....Credit for three years
Seven years or more experience.....Credit for four years

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

B. IN-DISTRICT EXPERIENCE

A full time teacher any school year shall be entitled to credit for one year's teaching experience in the following year, so long as that teacher is works for 120 days during the year in which he/she is hired, for determination of the appropriate number of years of experience in the district.

ARTICLE XIII - GRIEVANCE PROCEDURES

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

B. **DEFINITIONS**

1. Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
2. A grievant shall be defined as:
 - a. An individual employee
 - b. A group of employees having the same grievance, or
 - c. The Union
3. A council representative shall be defined as a member of the Union of District #71.

C. **PROCEDURE FOR ADJUSTMENT OF GRIEVANCE**

1. **Informal conference - Step 1**
 - a. A grievance shall first be discussed with the immediate supervisor by the grievant within ten (10) working days after the alleged grievance occurred, with the object of resolving the matter informally.
 - b. The decision on the resolution of the grievance at this stage shall be made within ten (10) working days after the informal discussion.
2. **Formal method**

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

1. In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the Immediate Supervisor, no later than twenty-five (25) working days following the act or condition which is the basis of the grievance.
2. Within ten (10) working days after receiving the grievance, the Immediate Supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the grievant and one (1) copy to the Superintendent.

b. **Superintendent level - Step 3**

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

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

c. **Board level - Step 4**

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

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

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

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

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

d. **Binding Arbitration – Step 5**

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

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

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

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

ARTICLE XIV - LEAVES

A. SICK LEAVE

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

Unused sick leave shall accumulate without limit.

- Start of Year one (1) through the end of Year five (5) of employment: Eleven (11) days each year
- Start of Year six (6) through the end of Year ten (10) of employment: Thirteen (13) days each year
- Start of Year Eleven (11) year of employment and beyond: Fifteen (15) days each year

Sick leave shall be interpreted to mean personal illness, quarantine at home, mental or behavioral health complications, serious illness or death in the immediate family or household. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, domestic partners, fiancé, and ex-spouse. The Board may require a physician's certificate, or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis of pay during leave after an absence of three (3) consecutive school days for personal illness, or as it may deem necessary in other cases.

Bargaining unit members are entitled to use up to sixty (60) days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth of which the first fifteen (15) sick days shall be provided by the district without deduction from an employee's sick day allotment. Paid sick leave because of the birth of a child may be used

absent medical certification for up to sixty (60) work days, which may be used at any time within the 12-month period following the birth of the child. For paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care, the Board may require evidence that the formal adoption process or the formal foster care process is underway, and such sick leave is limited to sixty (60) days.

Paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care need not be used consecutively once the formal adoption process or the formal foster care process is underway, and such sick leave may be used for reasons related to the formal adoption process or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, in addition to using such sick leave upon taking custody of the child or accepting the child in need of foster care. For purposes of this Section, use of sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care shall include only those activities reasonably related and appropriate to the process for adoption, placement for adoption, or the acceptance of a child in need of foster care, including parental bonding, court, and travel time where necessary.

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

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

B. PERSONAL LEAVE

Each employee shall be granted three (3) personal leave days each school year, without deduction in pay, for the purpose of transacting or attending to personal legal, business, household or family matters which require absence during school hours. Unused personal leave days shall accumulate as sick leave.

The following guidelines govern the use and granting of leave:

1. Teachers shall not be required to disclose the reason for personal leave.
2. A teacher shall not be permitted to use more than two (2) personal days consecutively.
3. Personal leave shall not be taken on the first or last five (5) teacher employment days of the school year, on a parent conference or an institute day, to extend a holiday or vacation period, or to participate in any activity which results in compensation to the teacher for employment from other than the Board. Exceptions may be granted by the superintendent or designee if the member provides a reason for his/her absence in writing and accepts the superintendent's judgment as being final.
4. Written notification for such leave shall be given to the superintendent or designee at least two (2) teacher employment days in advance, except for extraordinary circumstances beyond the teacher's control which prevent such advance notice, in which case notice shall be given as soon as possible to the superintendent or designee along with a description of the extraordinary circumstances.
5. Depending on the number of anticipated absences, the superintendent or designee may limit the number of members who may take personal leave on any one day to not less than two. The date(s) of personal leave requests shall determine any approvals on days in which personal leave use may be limited, with the earliest date(s) receiving priority.

C. **PROFESSIONAL LEAVE**

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

D. **SABBATICAL LEAVE FOR TEACHERS ONLY**

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

E. **LEAVE OF ABSENCE WITHOUT PAY**

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

1. Prolonged illness
2. Needed rest
3. Necessities of the home and allied reasons
4. Continued study and educational advancement
5. Where such absence would beneficially contribute to education in the Niles Elementary Schools.

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

F. **MILITARY LEAVE**

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

ARTICLE XV – TEACHER COMPENSATION AND FRINGE BENEFITS

A. STARTING SALARIES

For the 2024-2025 school year, the starting salaries for new teachers to the District shall be:

<u>Bachelor's Degree:</u>	\$55,203
<u>Bachelor's + 15:</u>	\$58,000
<u>Master's Degree:</u>	\$65,440
<u>Master's + 15:</u>	\$68,000
<u>Master's + 30:</u>	\$72,080

The District shall add an experience factor to any new hire at one percent (1%) a year for up to seven (7) years of relevant teaching experience in another school district. Under no circumstances shall this experience factor cause a new hire to earn a higher salary than a current teacher with similar teaching experience.

By March 1, a joint committee shall meet to review the need to increase the starting salary amounts and experience factor for the following school year.

B. HARD TO FILL POSITIONS

The superintendent may offer up to three (3) additional years of prior experience (total of 10 years of prior experience) if it is determined that this action is necessary to compete for staff to fill positions where the demand significantly exceeds the supply. Applying this section may result in a salary adjustment for an existing employee(s) in said position.

The District is committed to making all reasonable efforts to hire bargaining unit certified personnel to provide services to students. When the district has posted a vacancy for a position of 14 calendar days or longer but has been unable to fill the position with a suitable, qualified candidate by August 1 for the upcoming school year, it may contract with independent service providers to deliver the necessary services and continue the contractual relationship for the balance of the school year. Prior to contracting out any work, the District shall inform the Union that a position(s) is hard-to-fill.

C. YEARLY SALARY INCREASES

The yearly salary increases are for one hundred eighty-two (182) school work days. The Board shall compensate teachers for each day in excess of one hundred eighty-two (182) workdays at the rate of 1/182nd of their scheduled salary.

2024-2025 4.0% plus \$750 increase over the previous year's base salary.

2025-2026 CPI-U with a minimum of 3% and a maximum of 4% increase plus \$750 increase over the previous year's base salary.

2026-2027 CPI-U with a minimum of 3% and a maximum of 4% plus \$250 increase over the previous year's base salary.

2027-2028 CPI-U with a minimum of 3% and a maximum of 4% plus \$250 increase over the previous year's base salary.

The \$750 and \$250 "plus" amounts are for 1.0 FTE employees. Employees working less than 1.0 FTE shall receive the prorated portion of this amount. For example, an 0.50 FTE employee's salary will be increased by 4.0% plus \$375 (.50 x \$750) for the 24-25 school year.

"CPI-U" is the percentage change in the Consumer Price index (CPI-U) for Urban Consumers annualized rate for the December of the prior school year, which is published by the United States Department of Labor.

“Base salary” shall mean for the calculation of increases:

- the teacher salary from the previous school year.

Any teacher attaining thirty-five (35) years of TRS creditable earnings, any yearly salary increase shall be capped at one percent (1%) each school year instead of the yearly increases listed above.

D. SALARY INCREASES FOR EDUCATIONAL ADVANCEMENT (LANE MOVEMENT)

Any teacher advancing from a Bachelor’s Degree to Bachelor’s + 15 shall receive a six percent (6%) increase, separate from any yearly salary increase as identified in Section B of this Article.

Any teacher advancing from a Bachelor’s + 15 to a Master’s Degree shall receive a six percent (6%) increase, separate from any yearly salary increase as identified in Section B of this Article.

Any teacher advancing from a Master’s Degree to Master’s + 15 shall receive a six percent (6%) increase, separate from any yearly salary increase as identified in Section B of this Article.

Any teacher advancing from a Master’s + 15 to Master’s + 30 shall receive a six percent (6%) increase, separate from any yearly salary increase as identified in Section B of this Article.

Educational Advancement (Lane Movement) increases shall be calculated off of the teacher’s base salary from the previous school year.

For example, a teacher’s base salary for 2020-2021 school year was \$75,000 and the teacher completed a lane movement for the 2021-2022 school year, the teacher would receive an increase of \$1,875 (2.5% increase for 2021-2022) and \$4,500 (6% increase for lane movement) for a total of \$6,375 for the 2021-2022 school year.

Only one (1) lane advancement shall be allowed per school year.

E. TUITION AND PROFESSIONAL GROWTH

1. Teachers of District #71 may take courses through teachers' colleges or universities accredited by the North Central Association. All courses taken prior to the master's degree should be applicable to the master's degree. Courses taken after completion of the master's degree should be at the graduate level but do not have to apply to the next higher degree. Those courses that do not apply to a master's degree which teachers take to improve their teaching techniques and which may prove beneficial to the students may receive special Board of Education approval. All courses taken for tuition reimbursement must be related to the teacher's current professional assignment, or other educational area as approved. Any/all teachers enrolled in a graduate program outside of the teacher's current professional assignment prior to June 19, 2012 shall continue to be eligible for tuition reimbursement and lane movement until completion of that degree program.
2. All earned semester hours of credit, whether or not reimbursed by the District, are to be applied to the salary schedule once at the beginning of each school year based upon receipt of the official transcripts by the Superintendent not later than October 1 of each year.
4. The Board shall compensate for such courses on the following basis:

Five (5) to six (6) years inclusive, employment in the District – seventy-five percent (75%) of the cost of the tuition per course;

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

The Board compensation shall be to a maximum of two thousand dollars (\$2,000.00) per teacher per 12-month period from September 1 to August 31. The Board total tuition reimbursement compensation for all teachers and support staff in a given school year will be to a maximum of fifteen thousand dollars (\$15,000.00) total.

F. ESL ENDORSEMENT AND APPROVAL PROGRAM

Eligibility

This program is designed to encourage staff to obtain ESL endorsements or approvals.

Certified teachers can participate in the ESL endorsement program, while certified special education staff can participate in the Bilingual or ESL approval program.

Staff members interested in the program should submit a written request to the superintendent for approval.

The district will reimburse teachers for tuition costs and ESL endorsement fees in an approved program, up to \$3,000 per person per fiscal year. Reimbursement will be provided at the time of registration. Credit hours earned from ESL courses will count towards salary schedule advancement, similar to other university courses.

Program Completion and Service Commitment

Teachers who fail to complete the program consecutively without skipping university terms, may, at the District's discretion, be required to repay all program costs previously reimbursed by the district.

Similar to the above, teachers who participate in this program must commit to working in the district for two school years after receiving their ESL endorsement/approval. Teachers who fail to complete this service requirement may, at the District's discretion, be required

to repay all program costs reimbursed by the district. Nonrenewed probationary teachers will not be required to repay program costs.

G. SERVICE RECOGNITION AT RETIREMENT FOR TEACHERS

Teachers who retire through the Illinois Teachers Retirement System (TRS) and meet the following eligibility requirements shall be eligible to receive retirement benefits, provided that the teacher submits an irrevocable letter of intent to retire to the Superintendent by at least four (4) years in advance of retirement. The deadlines for submittal of the letter of intent is as follows:

<u>Fiscal Year of First 6% Increase</u>	<u>Deadline</u>
FY2024	June 1, 2024
FY2025	August 31, 2024
FY2026	June 1, 2025
FY2027 & Beyond	June 1 of Previous School Year

To be eligible for this SSRP benefit, the teacher must meet the following requirements:

- have at least ten (10) years of full-time active bargaining unit service in District 71; and
- be qualified to retire under TRS with no discount penalty (i.e., at least 60 years of age or at least age 55 with a minimum of 35 years of TRS creditable service by the last day of service in the District); and
- retire no later than the first year in which the teacher is eligible for full retirement annuity benefits without discount or penalty under TRS regulations (not counting accumulated sick days), except if the letter of intent is provided by June 1, 2024 (for FY24 Year 1) or by August 31, 2024 (for FY25 Year 1); and

- shall not cause the Board to pay any penalties to TRS resulting from creditable earnings in excess of six percent (6%) in the four (4) years used for the TRS retirement calculations.

Teachers who are eligible to retire under the above criteria shall receive an SSRP benefit to his/her annual compensation sufficient to increase the teacher's creditable earnings by six percent (6%) over his/her prior year's creditable earnings for up to four (4) years prior to the date of retirement, calculated to include extra duties performed by teachers prior to their notice. The SSRP benefit increase shall be in lieu of any other step or lane movement (i.e., the retiring teacher is deemed to be off schedule, except that he/she can exchange an extra duty for another duty that is equal to or less in compensation). The teacher further understands and acknowledges that he/she will not receive any other compensation for any additional activities or services on behalf of the district during the years in which the teacher is receiving the six percent (6%) benefit. This restriction in additional compensation, however, shall not apply to any lawful exclusion from the TRS penalty cap (e.g., NBPTS stipend, summer school, overloads, etc.).

If a retiring teacher has an extra duty position or other stipend obligation at the commencement of the retirement compensation period and ceases to perform those services during this period (with no substitution of another equal-value activity), the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra services' compensation no longer performed.

A teacher who chooses to give fewer than four (4) years' irrevocable notice of intent to retire may do so; however, that teacher's compensation increases shall be limited to six percent (6%) over the prior year's creditable earnings in each of the teacher's final years of service, AND

- a. three thousand five hundred dollars (\$3,500.00) per year for each year less than the final four years in a non-TRS creditable earnings, post-retirement paycheck for Tier 1 teachers.
- b. Six thousand dollars per year (\$6,000.00) per year for each year less than the final four years in a non-TRS creditable earnings, post-retirement paycheck for Tier 2 teachers.
- c. For example, a Tier 1 teacher submitting notice two years prior to retirement shall a six percent (6%) increase in each of his/her final two years prior to retirement and a non-TRS creditable, post-retirement paycheck of seven thousand dollars (\$7,000.00). A Tier 2 teacher in this scenario shall receive a non-TRS creditable, post-retirement paycheck of twelve thousand dollars (\$12,000).

A teacher can submit a letter of intent in any year of this agreement and it would be fully honored for all four years even into the next CBA.

Should the Illinois legislature subsequently enact legislation further limiting annual percentage increases allowable as TRS creditable earnings for the purpose of calculating teacher pensions or requiring additional Board contributions for TRS creditable teacher salary increases in excess of specified percentages, the Board and the Union shall revise this Section so as to provide alternate methods of distributing the SSRP benefit amount due to the teacher without increasing the Board's monetary obligation in a way that would minimize any negative impact on the teacher's retirement annuity (pension).

H. PAY FOR UNUSED SICK LEAVE

A teacher retiring at age fifty-five (55) or older shall receive thirty five dollars (\$35.00) per day for each unused sick day above one hundred seventy (170) that is not used for service credit for TRS retirement. This amount shall be added to the teacher's final paycheck and shall be

considered part of the teacher's final year's salary. Teachers shall receive such payments so as not to create a penalty for the Board. Payment or any portion thereof which shall cause the annual earnings to exceed six (6%) over prior year's earnings shall be paid in a post retirement lump sum payment no sooner than 30 days after the date of retirement.

ARTICLE XVI - FRINGE BENEFITS

A. HOSPITALIZATION AND DENTAL

The Board of Education will establish an insurance committee, equally comprised of administrators and union members, to analyze the insurance costs imposed upon the District and determine the best policy available at the best value to the District and its employees. The insurance committee shall meet quarterly.

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

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

<u>YEARS</u>	<u>SINGLE PLAN</u>	<u>FAMILY PLAN</u>
2024 – 2028	78%	75%

B. LIFE INSURANCE

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

C. **INFLUENZA IMMUNIZATION**

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

D. **SALARY REDUCTION PLAN**

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

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

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

1. Premiums for group health insurance.
2. Reimbursement for the amount of medical care expenses not covered by insurance or otherwise, as defined in Code Section 213, up to maximum of fifteen thousand dollars (\$15,000).

3. Reimbursement for dependent care assistance as defined in Code Section 129, up to a maximum of five thousand dollars (\$5,000.00), or two thousand five hundred dollars (\$2,500.00) if a married participant files a separate return.
4. Premiums for group term life insurance equal to nearest thousand dollar increment of salary, up to fifty thousand dollars (\$50,000).

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

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

Claims for reimbursement may be submitted no more than once per month, unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be submitted according to the plan rules.

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

ARTICLE XVII – IN-SERVICE ACTIVITIES

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

B. In-service work shall be compensated according to the appropriate category in Appendix A. There is a \$12.00 maximum food allowance per meal where applicable. Travel shall be reimbursed at the IRS mileage reimbursement rate.

Educational Support Personnel shall be paid for actual attendance at the regular hourly rate unless and until the overtime rate applies. Educational Support Personnel shall be paid at the applicable athletic supervision or extra duty rate listed in Appendix E for work completed outside the employee's normal working hours.

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

D. **INTERNAL SUBSTITUTION PAY**

Any certified staff member that completes an internal substitute assignment for another certified staff member shall be paid the school year supplemental rate per hour of subbing not to exceed \$100/day.

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

PERSONNEL

A. **Educational Support Personnel Seniority Defined**

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

B. **Educational Support Personnel Seniority List**

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

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

For the purposes of reduction-in-force and/or recall of employees, the educational support personnel shall be divided among the categories found in section 19.B of this article. Upon the decision of the School Board to reduce the number of employees, reduction in force shall be in accordance with Section 10-23.5 of the School Code (105 ILCS 5/10-23.5). An employee who may be subject to a reduction-in-force may apply for any District openings in other categories and shall be given an interview prior to outside candidates.

ARTICLE XIX – WORKING CONDITIONS – EDUCATIONAL SUPPORT PERSONNEL

A. WORK DAY

The normal full-time work hours for teacher assistants are 6 hours and 50 minutes per day. Additionally, teaching assistants have an unpaid thirty (30) minute lunch period. The work day may be extended to seven (7) hours and twenty (20) minutes per day for collaborative morning meetings as described in section XIB. Teacher assistants are required to attend all teacher in-service days and parent teacher conferences. Any employee working at least five hours per day in one or more category shall have a thirty (30) minute unpaid duty free lunch.

Educational Support Staff employees shall be allowed to take one fifteen (15) minute paid break during the school day, provided the break does not substantially interfere with the operations of the school or District. The break schedule of classroom aides must be approved by the appropriate building administrator and the classroom aide's teacher prior to taking the break.

A paraprofessional teaching an intervention class(es) shall be provided at least twenty (20) consecutive minutes of planning and preparation time daily.

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

The normal full-time work hours for cooks and other cafeteria employees are six (6) hours including one paid fifteen (15) minute break. Additionally cooks and other cafeteria employees have an unpaid thirty (30) minute duty free lunch period. Any employee working

at least five (5) hours per day in one or more category shall have a thirty (30) minute unpaid duty free lunch

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

The normal full time work hours for non-certified health staff are 6 hours and 50 minutes per day. Additionally, health staff has an unpaid thirty (30) minute duty free lunch period. Health staff is not required to eat lunch in the health office. Any employee working at least five hours per day in one or more category shall have a thirty (30) minute unpaid duty free lunch. Health staff is required to work normal hours on teacher in-service days and parent teacher conferences plus two additional days per year. The work day for non-certified health staff may be extended to seven (7) hours and twenty (20) minutes per day for collaborative morning meetings as described in section XIB.

B. OVERTIME

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

C. WORK YEAR

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

D. VACATIONS

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

- Having completed 1-5 years of District Service as of July10 days
- Having completed 6-15 years of District Service as of July ...15 days
- Over 15 years of service.....one day for each additional year of work to a maximum of twenty-five (25) vacation days

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

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

Vacation time off request must be electronically submitted to the employee's immediate supervisor for approval. For custodial/maintenance staff, any special or unique district/building projects scheduled at the proposed time of vacation will be considered in requests for vacation. For secretarial staff, normally no vacation time shall be approved during the first and last weeks of school for students or during registration.

E HOLIDAYS

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

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

F. **SCHOOL CLOSING**

When school is canceled or shortened due to inclement weather or other emergencies, employees will be expected to work their normal work day, unless, at the Superintendent's discretion, it is determined that the inclement weather or other emergency poses such a danger as to require a modification of the work day. Employees who fail to appear to work for their normal workday will be charged a personal or vacation day.

ARTICLE XX –EDUCATIONAL SUPPORT PERSONNEL PERFORMANCE & DUTIES

A. JOB DESCRIPTIONS

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

B. PROBATIONARY PERIOD

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

C. DISCIPLINE

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

D. **EVALUATION OF EDUCATIONAL SUPPORT PERSONNEL**

1. **EVALUATION COMMITTEE**

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

2. **EVALUATION CONFERENCE**

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

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

3. **PERSONNEL FILE COPY**

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

**ARTICLE XXI –EDUCATIONAL SUPPORT PERSONNEL COMPENSATION &
FRINGE BENEFITS**

A. COMPENSATION

2024-2025 4.0% plus \$750 increase over previous year's wage.

2025-2026 CPI-U with a minimum of 3% and a maximum of 4% increase plus \$750 increase over the previous year's wage.

2026-2027 CPI-U with a minimum of 3% and a maximum of 4% plus \$250 increase over the previous year's wage.

2027-2028 CPI-U with a minimum of 3% and a maximum of 4% plus \$250 increase over the previous year's wage.

The \$750 and \$250 "plus" amounts are for 1.0 FTE employees. Employees working less than 1.0 FTE shall receive the prorated portion of this amount. For example, an 0.50 FTE employee's salary will be increased by 4.0% plus \$375 (.50 x \$750) for the 24-25 school year.

"CPI-U" is the percentage change in the Consumer Price index (CPI-U) for Urban Consumers annualized rate for the December of the prior school year, which is published by the United States Department of Labor.

B. HOSPITALIZATION/MAJOR MEDICAL, DENTAL, AND LIFE INSURANCE

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

C. PART-TIME EDUCATIONAL SUPPORT PERSONNEL

The fringe benefits of Hospitalization/Major Medical Insurance, Life and Dental Insurance which apply to qualifying part-time educational support personnel employee

shall be pro-rated. Educational support personnel must work twenty hours per week or more in order to receive group type hospitalization and group type dental insurance.

D. WELLNESS BENEFIT

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

E. SUMMER WORK

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

F. TUITION REIMBURSEMENT FOR SUPPORT STAFF PERSONNEL

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

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

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

The Board compensation shall be to a maximum of one thousand dollars (\$1,000) per ESP employee per 12-month period from September 1 through August 31. The Board total tuition reimbursement compensation for all teachers and support staff in a given school year will be to a maximum of fifteen thousand dollars (\$15,000.00) total.

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

G. EDUCATIONAL SUPPORT PERSONNEL RETIREMENT

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

A staff member who retires and who:

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

may apply for a "Service Recognition Award". The "Service Recognition Award" shall consist of:

1. an amount equal to one thousand dollars (\$1000.00) per year for each year of service to District 71, and
2. an amount equal to the percentage as determined from the table below of the accumulated sick days at the person's full daily rate of pay not to exceed \$30.00 per day.

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

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

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

A. **DURATION OF CONTRACT**

This Contract shall be in effect as of July 1, 2024 and shall continue in full force and effect until June 30, 2028.

B. **DATE TO START NEGOTIATIONS**

The Board and the Union agree to start negotiations not later than February 1, 2028 in accordance with the procedure set forth herein to secure a Successor Contract where there has been notification of interest to renegotiate.

C. **PROCEDURE DURING NEGOTIATIONS**

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

D. **TIME OF NEGOTIATIONS**

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

E. **TECHNICAL CLAUSES**

1. **Separability**

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

2. **Conformity to Law**

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

F. **GOOD FAITH PERFORMANCE**

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

G. **CONTRACT PRINTING AND AVAILABILITY**

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

H. This Contract is signed this _____ day of _____, 2024.

IN WITNESS THEREOF:

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

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

President

President

Vice-President

Secretary

Secretary

APPENDIX A

SPORTS AND ACTIVITIES

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

7 th and 8 th grade BASKETBALL, VOLLEYBALL CHEERLEADING	TRACK	BAND & ORCHESTRA
Six and one-half percent (6½%) of the BA Starting Salary	Two and one-fourth percent (2¼%) of the BA Starting Salary	Seven and one-half percent (7½%) of the BA Starting Salary
Per Coach	Per Coach	

SOCCER	STUDENT COUNCIL	YEARBOOK
Five percent (5%) of the BA Starting Salary	Five percent (5%) of the BA Starting Salary	Two and one-half percent (2½%) of the BA Starting Salary
Per Coach	PER MODERATOR (2)	Maximum of One Moderator
	SCHOOL PLAY 150 hours to be paid at the school year supplemental rate	

SCHOOL YEAR SUPPLEMENTAL	SUMMER SUPPLEMENTAL (Effective end of school year)
\$40.00 for 2024-2025 For all additional years, previous year amount plus a CPI-U increase, 3% min and 4% max.	\$50.00 for 2024 For all additional years, previous year amount plus a CPI-U increase, 3% min and 4% max.

Teachers and educational support personnel shall be paid the appropriate amounts listed above for all sports and extracurricular activities.

During the season, each JV and Varsity coach will supervise a minimum 1 hour 20 minute practice every Monday through Friday, except for game days, school holidays, and early release days.

Band and Orchestra will hold a minimum of 140 days of morning rehearsals for at least 50 minutes during the school year.

Bargaining unit members shall have the first right each school year to fill any/all sports and activities positions. When a qualified bargaining unit member cannot be found to fill a coaching+/sponsor position, the Board may hire someone outside of the bargaining unit for that school year.

Sport and activities assignments shall be in place prior to the end of the school year the year prior (for example, coaching positions for the 2017-2018 school year shall be assigned prior to the end of the 2016-2017 school year). Anyone hired after assignments are made shall not be able to replace the teacher already assigned for that school year.

The Board or its designee shall have the right to fill any sports and activities position each school year in accordance with the above.

ATTENDANCE STIPEND

With the mutual agreement of both the superintendent and the certified nurse, the certified school nurse shall be paid for one (1) hour daily at the school year supplemental rate for work related to student attendance recordkeeping and duties when these duties are performed outside of normal working hours. The superintendent shall meet with the nurse at the end of each school year to determine if the parties would like to continue this agreement during the following school year.

APPENDIX B

Starting Wages for Educational Support Personnel

POSITION	2024-25
Health Clerk	\$26.00
Nurse with BA	BA1 less \$2,000
Cafeteria/Recess	\$16.50
Custodian	\$21.00
Instructional Assistant	\$20.00
Administrative Assistant Full Year	\$25.00
Administrative Assistant School Year	\$24.00

NOTE: The Union and Board shall review the starting wages for educational support personnel before each new school year to discuss if an increase to any of the above positions is appropriate.