

AGREEMENT

Between the

**Niles Township District for
Special Education #807
Governing Board**

And the

**Niles Township Federation of Special
Education Teachers**

Local 1274, IFT/AFT, AFL-CIO

2015-2019

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PREAMBLE

This Agreement between the Governing Board of the Niles Township District for Special Education (“Governing Board” or “NTDSE”), Cook County, Morton Grove, Illinois and the Niles Township Federation of Special Education Teachers, Local 1274, IFT/AFT, AFL-CIO (“Union”) incorporates a number of understandings that derive from the parties' mutual beliefs that each child attending the NTDSE's schools and programs is entitled to an education of the highest quality. The attainment of this objective is a joint responsibility of the Governing Board, the administrative staff and the teaching personnel.

Attainment of this objective requires mutual understanding and cooperation among the Governing Board members, the administrative staff and the teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

ARTICLE I - RECOGNITION

1.1 RECOGNITION OF THE UNION

The Governing Board recognizes the Niles Township Federation of Special Education Teachers, Local 1274, IFT/AFT, AFL-CIO, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for all regularly employed full and part-time Occupational Therapists, Physical Therapists, School Certified Nurses, Psychologists, Social Workers, Speech and Language Pathologists, Teachers, and other employees certified under Article 21 of the School Code (105 ILCS 5/21-1 et seq.). The following are not to be included in the bargaining unit: Superintendent or Executive Director, Director of Special Education, Director of Fiscal Services, District Program Supervisor, Program Supervisor, Principal, and all other managerial, supervisory and confidential employees under the Illinois Educational Labor Relations Act.

1.2 UNION'S EXCLUSIVE BARGAINING RIGHTS

The Governing Board agrees not to negotiate with any other teachers organization, individual teacher or group of teachers with regard to negotiable items as defined in Article II, Section 2.1 of this Agreement; provided it is understood that individual teachers or group of teachers retain the right to discuss with the Board and the administration matters relating to the educational program and to clarify any questions regarding salary or conditions of employment.

1.3 DEFINITION OF TEACHER

Unless otherwise stated, the term "teacher" as used in this Agreement shall refer to all employees included in the bargaining unit defined in Section 1.

ARTICLE II - TEACHER AND UNION RIGHTS

2.1 SCOPE OF NEGOTIATIONS

The Governing Board and the Union agree to negotiate in good faith with respect to the following items:

- A. wages
- B. hours
- C. terms and conditions of employment

The obligation to negotiate in good faith means the mutual obligation of the Governing Board and the Union to meet at reasonable times and to confer in good faith with respect to wages, hours and terms and conditions of employment. However, this obligation does not compel either party to agree to a proposal or require the making of a concession. Disputes involving the negotiability of an issue or topic shall not be resolved under the terms of Article IV (Grievance Procedure) of this Agreement, but rather may be submitted by either party to the Illinois Education Labor Relations Board for resolution.

2.2 TENTATIVE AGREEMENTS

The representatives of the Governing Board and the Union shall have the power to reach tentative agreements. After the participants reach agreement, it shall be reduced to writing and distributed to the Governing Board and Union membership for final approval.

2.3 FREEDOM TO JOIN A UNION

Teachers have the right to join or not to join any Union. Membership in any Union shall not be required as a condition of employment.

2.4 UNION DUES DEDUCTION

The Governing Board shall, upon proof of membership authorization, withhold from the compensation of that teacher the teacher's union dues. Under such arrangement, an amount shall be withheld twice each month from October through May that is equal to the prorata share of the annual membership dues. The Governing Board shall remit such deduction to the

Union no more than ten (10) working days after the payday for which the deduction is made.

2.5 NILES TOWNSHIP SCHOOLS CREDIT UNION

Any teacher may belong to the Niles Township Schools Credit Union and must adhere to its rules and standards. Difficulties encountered between the teacher and the Niles Township Schools Credit Union are not grievable under this Agreement.

2.6 COPE DEDUCTION

The Governing Board, upon the receipt of a written authorization from a teacher, shall deduct the authorized amount of a teacher'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 from which such deduction is made.

2.7 APPEARANCE BEFORE THE NTDSE BOARD

No tenured teacher shall be dismissed during the term of a contract except at an official meeting of the Governing Board. Any tenured teacher who has been recommended for dismissal shall be given the reasons in writing and shall be given an opportunity to appear before the Governing Board to present his/her views concerning the proposed action. Upon the teacher's request, representatives of the Union may be present at said appearance.

2.8 USE OF BULLETIN BOARDS

The Union may use a bulletin board at the NTDSE Molloy Education Center and in the staff lounge of each building to which NTDSE teachers are assigned for posting notices of activities and other official organization materials.

2.9 USE OF BUILDINGS

The Union and its representatives shall have the right to schedule and hold official meetings at the Molloy Education Center and buildings to which NTDSE teachers are assigned, provided that (i) such meetings do not interfere with the instructional program, (ii) the appropriate building administrator is notified one (1) day before any such meeting and all other policies of NTDSE or the local school district pertaining to building use are complied with, and (iii) if special custodial service is required, the Governing Board may make a reasonable charge.

2.10 NOTICE OF BOARD MEETINGS

The President of the Union or his/her designee shall be furnished written electronic notice of any regular or special meeting of the Governing Board, together with one (1) electronic copy of the agenda or statement of purpose of such meeting as soon as the notices are ready for general distribution.

2.11 APPROVED BOARD MINUTES

One (1) copy of the approved minutes of all Board meetings shall be sent to the President of the Union by E-mail.

2.12 DISTRIBUTION OF UNION MATERIAL

Subject to NTDSE policies and operational needs, electronic mail, teachers' mailboxes and regular intra-district delivery services shall be made available to the Union for a reasonable volume of communications to teachers.

2.13 UNION SUGGESTIONS

The Union shall have the right to submit its comments on proposed Governing Board policies and the proposed budget. These suggestions must be in writing and must be forwarded to the Superintendent/Executive Director.

2.14 PERSONNEL DIRECTORY

The names of Union officers shall be listed in the NTDSE Personnel Directory. Each teacher shall receive electronically a copy of the Directory.

2.15 NTDSE BOARD POLICIES

The Governing Board shall make available an electronic copy of its official policies, rules, regulations and handbooks, and all subsequent additions, deletions and amendments to the Union President or designee at such time as they become available.

2.16 GOVERNING BOARD AGENDA

The Governing Board shall deliver electronically to the Union President a copy of the agenda, if any, and Board meeting packet (except for confidential material) of any regular or special meeting of the Governing Board, including committee meetings. A copy of the open session minutes of such meeting shall likewise be delivered electronically to the Union following their approval by the Governing Board.

2.17 FAIR SHARE

All teachers who are not members of the Union, commencing on the effective date of this Agreement, or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

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

1. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the

Illinois Educational Labor Relations Board (IELRB); and

2. The Union has annually certified in writing to the Governing Board (a) the amount of such fair share fee and (b) the posting of the above-required notice.

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

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of teachers 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.

Should a teacher file an objection with the IELRB as to the amount of the fair share fee, the Governing 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 teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act (IELRA). If a non-member teacher 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 teacher and the Union. If the teacher and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Governing 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 Governing Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE III - MANAGEMENT RIGHTS CLAUSE

3.1 MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement shall remain vested exclusively in the NTDSE Governing Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work shall be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working force; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

3.2 UNION INPUT

The above shall not preclude the Union from input prior to the Governing Board's execution of its rights, and further, the Union reserves its right to object to and disagree with any action the Board takes.

3.3 TEACHER RIGHTS UNDER SCHOOL CODE

Nothing contained herein shall be construed to deny or restrict the rights of teachers under the Illinois School Code.

3.4 LIMITATION OF BOARD RIGHTS

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Governing Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only where clearly and expressly abridged by this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 DEFINITION

A grievance is defined as a written claim that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. The goal of the grievance process shall be to secure an equitable resolution of the issue being grieved at the lowest possible level. No grievance shall be processed or entertained unless it is filed within fifteen (15) days after the occurrence of the event giving rise to the grievance, or within fifteen (15) days of the date the grievant should reasonably have known of such occurrence, whichever is later. All time limits shall consist of school days, except that when a grievance is submitted fewer than fifteen (15) days before the close of the school year, time limits shall consist of business days. A grievance on the evaluation process may not be filed solely on the basis of a conclusion of the evaluator.

4.2 GRIEVANCE PROCESS

Step 1

The grievant shall file his grievance in writing with his/her immediate NTDSE supervisor within fifteen (15) school days of the occurrence of the event giving rise to the grievance, or within fifteen (15) school days of the date of the grievant should reasonably have known of such occurrence, whichever is later. The NTDSE supervisor with whom the grievance was filed shall confer with the grievant within ten (10) school days after receipt of the grievance in an attempt to resolve the grievance. A decision in writing shall be rendered to the grievant within ten (10) school days of the conference. Whenever possible, the Union will make a good faith effort to discuss the grievance with the appropriate NTDSE administrator in an attempt to informally resolve the grievance.

Step 2

If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the Superintendent/Executive Director or his/her designee in writing within fifteen (15) school days after he/she has received the decision of the NTDSE supervisor with whom the grievance was filed. The Superintendent/Executive Director or his/her designee shall confer with the grievant within ten (10) school days after the receipt of the appeal and a written decision shall be rendered by the Superintendent/Executive Director within ten (10) school days of the conference.

Step 3

In the event the grievant is not satisfied with the disposition of his/her grievance at Step 2, the Union may submit the grievance to binding arbitration within fifteen (15) school days after receipt of the Superintendent/Executive Director's answer in Step 2. The parties shall attempt to agree upon an arbitrator within fifteen (15) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the fifteen (15) school day period, they shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He/she shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decisions or recommendations on any other issue not so submitted to him/her. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fees of the arbitrator shall be split between the parties.

ARTICLE V - NEGOTIATIONS PROCEDURE

5.1 GOOD FAITH NEGOTIATIONS

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours and terms of employment. Each party shall select its own representatives.

5.2 START OF NEGOTIATIONS

The Governing Board and the Union agree to start negotiations to secure a successor contract no later than March 1 in the final year of this Agreement.

5.3 UNION'S RIGHT TO INFORMATION

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the NTDSE including the annual financial statement and the adopted budget. In addition, the Governing Board and administration shall grant reasonable requests for other readily available and pertinent information that may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.

5.4 BOARD'S RIGHT TO INFORMATION

The Union shall furnish copies of any pertinent information as reasonably requested by the Governing Board.

5.5 SIGNING OF TENTATIVE AGREEMENTS

During negotiations, tentatively agreed upon materials shall be prepared and initialed prior to adjournment of the meeting at which tentative agreement was reached.

5.6 REQUEST FOR MEDIATION

If agreement is not reached within ninety (90) days of the scheduled start of the forthcoming school year , either party may declare to the other in writing that an impasse exists and call for a mediator.

5.7 SELECTION OF A MEDIATOR

When an impasse has been declared, the Federal Mediation and Conciliation Service or American Arbitration Association shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives, or both, either jointly or separately.

ARTICLE VI - EMPLOYMENT CONDITIONS

6.1 TEACHER WORKDAY

The teacher workday at the Molloy Center shall be seven (7) hours and thirty (30) minutes per day inclusive of a duty free lunch period of no less than thirty (30) minutes. The Governing Board reserves the right to modify the starting and ending times of the normally scheduled workday at Molloy without increasing the aggregate number of minutes per week provided that the Union is notified of the proposed change no later than ninety (90) calendar days prior to its contemplated implementation date.

The workday for an NTDSE employee assigned to satellite campuses shall conform to the hours in effect at that school. At the beginning of each school year, the NTDSE shall provide the Union with a list of bargaining unit employees, their school assignment, and the starting and ending time of the teacher workday in effect at each satellite campus along with the scheduled duty free lunch period provided for each NTDSE employee assigned to those campuses.

6.2 NOTICE OF ASSIGNMENTS

All teachers shall be given written notice of their tentative assignments for the forthcoming year no later than June 1. In the event that changes in such assignments are made, the teacher affected shall be notified promptly.

6.3 TEACHER CERTIFICATION

All teachers must be certified and/or licensed in accordance with Illinois law.

6.4 SUPERINTENDENT/EXECUTIVE DIRECTOR'S RECOMMENDATION

All personnel are employed, promoted or discharged upon the recommendation of the Superintendent/Executive Director.

6.5 TRANSCRIPTS OF COLLEGE CREDITS

All certified and/or licensed employees are to secure, at their own expense, complete up-to-date official transcripts of college credits to be on file in the office of the Superintendent/Executive Director by November 1. Evidence of course completion must be on file by September 1.

6.6 METHOD OF SALARY PAYMENT

All bargaining unit employees shall be paid their annual salary in twenty-six (26) installments. Checks shall be issued every other Friday. All installments not received prior to the end of the school year shall be available for teachers no later than June 30.

Effective at the start of the 2012-13 school year all staff will be paid via direct deposit. Employees will provide the Business Office with a completed District Direct Deposit form and all bank or financial institution information necessary for depositing the employee's paycheck directly into a designated account. Employees' paychecks will be deposited directly into the designated bank accounts by the Business Office. The Business Office will provide summary paycheck information to the teacher on pay dates.

6.7 DAILY RATE OF SALARY

To determine the daily rate for teaching, the teacher's annual salary shall be divided by one hundred eighty (180). In the event a teacher does not complete a school year, he or she shall receive a total salary equal to the daily rate of pay multiplied by the number of duty days employed.

6.8 LABOR-MANAGEMENT COMMITTEE MEETINGS

The Labor-Management committee shall meet at least once every six (6) months (or more frequently as may be mutually agreed) and shall consist of the Superintendent/Executive Director and the administrators and Union appointed members. The Labor-Management Committee will discuss labor management concerns and make reasonable efforts to investigate and make recommendations to rectify these concerns.

6.9 PLANNING TIME

The teacher's planning time will correspond with the work week of the school building where the teacher's classroom is located but shall be no less than forty-five (45) minutes per day. At Molloy Center, each teacher will have a planning period of not less than forty-five (45) minutes per day.

6.10 PARENT COMMUNICATIONS

Teachers shall participate in sixteen (16) hours of parent-teacher conferences, open houses, and curriculum nights per school year.

6.11 SPECIAL EDUCATOR WORKLOAD PLAN

Niles Township District for Special Education has developed and implemented the workload plan for special educators in compliance with 23 Illinois Administrative Code 226.735 in order to provide students with Individualized Educational Plans (IEPs) the free, appropriate education to which they are entitled so that all services required under each student's IEP, as well as all needed ancillary and support services, are provided at the requisite level of intensity.

At minimum, workload plans shall be reviewed annually; however, when special educators believe their workload is difficult to manage:

- A. The special educator will schedule a meeting with his/her direct supervisor and/or administrator to discuss the concern.
- B. The special educator will bring supporting data that clearly indicates a workload concern.
- C. After discussion, the supervisor and/or administrator and the special education teacher will develop a written plan to address the workload concern.
- D. After 4-6 weeks, the concern will be revisited. If the identified strategies have not been effective, the special educator and administration shall seek other resolutions.
- E. No evaluative or performance judgments shall be made on a special educator bringing forth a workload concern.

6.12 WORK YEAR AT SATELLITE CAMPUSES

To the extent that an NTDSE teacher assigned to a satellite campus is required to work more than one hundred eighty-one (181) days in a school year in order to conform to the work year in effect for regular teachers at that campus, such additional days shall be compensated at the per diem rate specified in Section 6.7 of this Agreement.

The parties further clarify by this agreement that if a teacher is offered to work less than the number of days in the satellite campus schedule, the teacher may choose to do so or to decline the option. If the teacher chooses to work less than the satellite campus schedule he/she understands that the per diem rate will only be paid for days worked over 181.

Teachers who are in or nearing their final four years of TRS service should realize a possible effect in the pension annuity if a change in work days and thus creditable earnings is chosen.

In order to ensure teachers understand the ramifications of this choice, the option shall be given in writing with a copy of this provision attached. Teachers will be given a reasonable amount of time to make the choice in order to consult with TRS, the Union, or their advisor of choice.

ARTICLE VII - SCHOOL CALENDAR

7.1 ANNUAL CALENDAR

The Governing Board shall adopt an annual school calendar consisting of one hundred seventy-six (176) student attendance days, four (4) full-day institute days, one (1) records day in May or June, and five (5) emergency days. Any unused emergency day shall be removed from the school calendar at the end of the year. Before adopting or modifying the school calendar, the NTDSE shall seek the recommendations of the Union.

7.2 RELEASE TIME

The NTDSE shall grant one (1) or more release time periods under the following conditions:

- A. Plans for a release time meeting or meetings must be developed by a representative committee within NTDSE. The committee shall consist of two (2) NTDSE administrators and two (2) representatives appointed by the Union. The committee shall meet annually and shall submit their recommendations to the Superintendent/Executive Director in the form of a written proposal.
- B. A proposal for the subsequent school term must be submitted to the Superintendent/Executive Director at least thirty (30) calendar days before the end of the school year. The proposal shall include reasons for the request and an explanation of the use which shall be made of the released time.
- C. If the Superintendent/Executive Director determines that a proposal requires action by the Governing Board, the Superintendent/Executive Director shall forward the proposal to the Governing Board and the Governing Board shall respond within thirty (30) calendar days of their receipt of such proposal.

- D. Individual requests for release time shall be submitted in writing to the Superintendent/Executive Director or his/her designee at least one (1) week in advance and may be granted at his/her discretion. Such requests shall include a brief explanation of how the requested release time is to be used.

ARTICLE VIII - PERSONNEL FILES

8.1 PERSONNEL FILE

Only one official personnel file shall be maintained by the NTDSE.

8.2 RIGHT OF ACCESS

Each teacher shall have access, for examination purposes, to all of the material in his/her personnel file, with the exception of any evaluative or reference information received by the NTDSE prior to the teacher's first employment day with the district. The examination of the personnel file shall occur during normal business hours at a time that does not interfere with the teacher's normal duties. The teacher may be accompanied on such examination by a representative of the Union.

8.3 PLACEMENT OF MATERIAL IN FILE

Any material placed in the file shall be signed and dated, and a copy shall be given to the teacher or placed in the teacher's mailbox before it is inserted in the personnel file. During the summer, no document of a derogatory nature shall be placed in a teacher's personnel file until a copy of the material is first sent to the teacher involved.

8.4 RIGHT OF COPY

Each teacher shall have the right to be furnished with copies of any or all file material, exclusive of confidential material named in Section 8.2.

8.5 RIGHT OF ATTACHMENT

Each teacher shall have the right to have dissenting or explanatory material attached to any document on file with a note to "see attached material" on the original document.

8.6 PRIVACY OF MATERIALS IN FILE

Neither a teacher's file nor any of its contents shall be copied or otherwise made known to anyone without the permission of the teacher provided, however, such file shall be available to the Board, the administration or as may be required by law, any court or other hearing.

8.7 REMOVAL OF MATERIAL FROM THE FILE

No teacher or administrator shall permanently remove any material from the teacher's file, except by mutual consent.

ARTICLE IX - DISCIPLINARY ACTION

9.1 COMPLAINTS AGAINST TEACHERS

When any substantive complaint regarding a teacher is made to a Governing Board member or an NTDSE administrator by a parent, student or teacher, the complaining party shall be asked to submit his/her complaint in writing and to discuss the matter with the teacher with the intention of resolving any differences before any action is taken.

9.2 DISCIPLINARY APPEARANCE

Each teacher shall have the right to be accompanied by a person of his/her choosing at any meeting with the Governing Board or an administrator where the teacher reasonably believes that discipline may result. Reasonable advanced written notice of such meeting and the nature of the possible disciplinary action shall be given. In the event that the teacher 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. No investigatory conference or disciplinary meeting with a teacher shall take place without the presence of a NTDSE administrator.

9.3 DISCIPLINARY PROCEDURE

Bargaining unit employees shall not be suspended without just cause. Bargaining unit employees who are not certified under Article 21 of the School Code shall not be dismissed without just cause after having completed four (4) consecutive years of full-time employment.

ARTICLE X - VACANCIES

10.1 VACANCY POSTING

If a vacancy occurs in a position covered by this Agreement as a result of a resignation, termination, transfer, leave or new position, such vacancy shall be dated and posted on the NTDSE website for at least five (5) working days. Each vacancy notice shall contain a summary job description and the qualifications needed for the position. Notices of vacancies that occur during the summer shall be sent via email to all bargaining unit members as the opening occurs. The Union President shall receive a copy of all vacancy notices.

10.2 VACANCY INTERVIEWING

Any teacher who applies for a vacancy by submitting a written application in accordance with the timeline established in the posted notice shall be given an interview for the position if they hold qualifications for the position.

ARTICLE XI – WORKPLACE SAFETY

11.1 BUILDING FACILITIES

The NTDSE and the Union have a shared interest in maintaining a clean and safe work environment. A workplace safety committee comprised of the Superintendent/Executive Director, along with three (3) other representatives of the NTDSE and two (2) representatives from each of the employee Unions (NTFSET and NTFSETA) shall meet on an as-needed basis, but no less than biannually to review health and safety issues and develop written proposals when specific health and/or safety problems are identified. If the Superintendent/Executive Director determines that a committee proposal cannot be implemented without additional action being taken by the Governing Board, he/she shall submit the proposal to the Governing Board for approval. The Governing Board shall communicate its response to any such written proposal within forty-five (45) days of its receipt.

11.2 PERSONAL INJURY/ASSAULT OF EMPLOYEE REPORTING

Teachers shall report immediately in writing to the NTDSE Superintendent/ Executive Director all instances of physical attacks or accidents resulting in serious personal injury suffered by them in connection with their employment and all relevant facts pertaining to the incident. After an investigation of the incident has been conducted, the Superintendent/ Executive Director shall meet with the teacher and all other involved personnel to explore strategies whereby a reoccurrence of the incident can be prevented and the likelihood of further such injuries to the employee minimized.

ARTICLE XII - TEACHER LEAVES

12.1 SICK LEAVE, PERSONAL BUSINESS LEAVE AND ABSENCE FOR DEATH

- A. Each regularly employed bargaining unit employee is allowed leave of absence whenever the employee's absence is necessitated by his/her own illness or disablement, or by serious illness or death in the immediate family or household, to the extent of fifteen (15) days without pay deductions each year. As provided in Section 12.1D, three (3) of these fifteen (15) days per year may be used for personal business leave. Unused sick leave shall accumulate without limit. Part-year and/or part-week employees shall be granted sick leave and personal business leave on a prorated basis.

- B. For purposes of this Section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, legal guardians and an employee's partner in a civil union recognized under Illinois law.

- C. The Governing 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 for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

- D. Three (3) of these fifteen (15) days per year may be used for personal business leave, 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.
 - 1. Teachers shall not be required to disclose the reason for personal business leave.

2. Personal business leave shall not be granted the school day before or after a holiday nor in the first or last week of student attendance (except in cases when the personal leave is used for a religious holiday). Exceptions to these blackout periods may be made by the Superintendent/Executive Director on a non-precedential basis.
 3. Written notification for such leave shall be given to the appropriate NTDSE administrator at least three (3) days in advance of an expected absence. In case of emergency, written notification shall be submitted to the NTDSE administrator on the first school day following the absence.
- E. Sick leave allowance for a teacher who is employed after the commencement of the school year or who resigns during the school year shall be prorated on the basis of the portion of the school year during which he or she was employed.
- F. The annual allowance described in Section 12.1A shall be fully credited in advance to the record of each teacher, effective with the first day of annual employment. The annual allowance shall be added to the sick leave accumulated from previous years.
- G. Sick leave allowances for teachers do not apply to Extended School Year, or to teachers on approved leaves.
- H. A certified sick leave report shall be delivered to each teacher early in the school year. This report shall include (1) sick leave accumulation as to the beginning of the previous school year, (2) the record of days deducted the previous year, (3) the days advanced for the current school year and (4) the total number of days credited and applicable for the current school year.

- I. Whenever a teacher is absent from school as a result of a personal injury or accident arising out of and in the course of his/her employment, such teacher shall not lose salary nor will such time be charged against the teacher's sick leave or accumulated sick leave for the first two (2) consecutive days immediately following each incident and upon adequate medical documentation provided by the teacher.
- J. Pregnancy shall be treated as an illness. In such instances, the teacher may begin taking accrued sick leave, as limited in Paragraph L below, whenever the teacher so desires, but no later than when she is unable to perform her duties satisfactorily. The term "satisfactory" means as certified by a doctor.
- K. A teacher shall notify the Superintendent/Executive Director in writing at least four (4) weeks prior to the date that the teacher will begin using sick days for pregnancy, adoption or subsequent childcare or, if four weeks is not possible, as much prior notice as possible under the circumstances.
- L. A reasonable number of sick days may be used for pregnancy, adoption or subsequent childcare. The current actuarial data suggest that a period of six (6) weeks or thirty (30) school days is considered the normal time period. During the summer months, this normal time period shall include days on which the NTDSE business office is open. Teachers whose personal health is compromised after delivery, or whose infant is chronically ill, will be allowed to extend sick leave beyond the typical recovery period on the physician's orders. The Governing Board reserves the right to secure a medical evaluation from a physician of its choice. If such an evaluation is secured, the Governing Board shall pay the costs.

12.2 FAMILY MEDICAL LEAVE ACT (FMLA)

The Governing Board shall grant unpaid Family/Medical Leave to bargaining unit employees who have completed one (1) year of service to the NTDSE. Leave shall be granted for up to twelve (12) weeks per rolling 12-month period in the event of the birth, adoption or placement in foster care of a child, or due to a serious medical condition of the employee or the employee's spouse, child or parent (in-laws are excluded). An employee granted a leave under this policy will continue to be covered under the NTDSE group health and dental insurance plan, life insurance plan and long-term disability plan under the same conditions as coverage would have provided if employed continuously during the leave period. (The employer will continue to make premium payments in the amounts required by this Agreement. Employee contributions will be required either through payroll deduction or by direct payment to the NTDSE with the employee being advised in writing at the beginning of the leave period as to the amount and method of payment required.) A bargaining unit employee taking Family/Medical Leave is required to substitute (that is to use concurrently) accumulated sick leave while on Family/Medical Leave. Consistent with the Family Medical Leave Act, NTDSE will designate appropriate paid or unpaid leaves as counting against an employee's FMLA leave allotment. Additional information concerning FMLA requirements and benefits shall be provided to employees by the Business Office upon request.

12.3 PARENTAL LEAVE

A. A tenured bargaining unit employee or a non-certified bargaining unit employee with at least four (4) years of continuous full-time employment with NTDSE has the right to an additional unpaid parental leave without NTDSE benefits. Unpaid parental leave may begin when the employee so desires (but will begin in no event later than the expiration of the sick leave for the birth or adoption of a child), but in the case of a pregnant female, no later than when she is unable to perform her duties in a satisfactory manner. The term "satisfactory" means as certified by a doctor.

B. Conditions of Unpaid Parental Leave

1. All requests for unpaid parental leave must be submitted in writing to the Superintendent/Executive Director at least four (4) weeks prior to the beginning date of the leave. The duration of the leave shall be for the remainder of the school year in which it is granted, provided that if the leave commences after January 1, the teacher may remain on leave for the subsequent school year.
2. A teacher who is on unpaid parental leave during the subsequent school year must notify the Superintendent/Executive Director by March 1st of his/her intention to return to the district the following school year. Failure to so notify the Superintendent/Executive Director shall constitute a resignation.
3. No sick leave days shall be applied to unpaid parental leave and no additional sick days may be accrued during the leave period. It is not the intent of this Agreement to permit teachers to use all accrued sick leave in lieu of unpaid parental leave.
4. Going on parental leave constitutes a break in the required number of consecutive school terms needed to attain contractual continued service under Section 24-11 of the School Code (105 ILCS 5/24-11).
5. For the purpose of ascertaining the duration of the leave in the case of an adoption, the date that the parent or parents obtain the child shall be equated with child birth. In the case of foreign adoption, the date on which the adoptive parents are required to leave the country in order to take receipt of the child shall be equated with child birth.

6. In the event a pregnant teacher does not wish to request a parental leave, the pregnancy shall be treated as an illness. In such instances, the employee shall work as long as her physician permits, and after the birth of her child or termination of pregnancy, shall return to work as soon as her physician states that she is able to resume her regular work responsibilities.

C. Benefits of Unpaid Parental Leave Shall Be Limited to the Following:

1. While on leave, the teacher may continue to participate in the NTDSE insurance plan for the duration of the leave if he/she pays all premiums.
2. Upon return from the leave, the teacher shall be guaranteed a position in the NTDSE for which, in the Governing Board's judgment, the teacher is qualified in accordance with state certification law.
3. The teacher shall be permitted to retain all unused sick leave accrued as of the date of the leave.
4. Provided that the teacher complies with all of the conditions of the leave, the teacher's tenure status shall not be impaired by virtue of the leave.
5. The teacher shall not receive experience credit for salary advancement for the year in which the leave was taken unless the teacher actually teaches and is otherwise present and participating in the NTDSE education program for at least 120 school days within the school year. However, the days of leave under the federal Family Medical Leave Act that the employer requires the teacher to take until the end of the school term shall be considered

days of teaching or participating in the NTDSE educational program.

12.4 LEAVE AS DELEGATE TO I.F.T. CONVENTION

Upon written request, one (1) member of the Union shall be excused without loss of salary, or without being charged for leave, to serve as a delegate to the annual Illinois Federation of Teachers Convention. Such leave shall not exceed two (2) days per year. The Union shall reimburse the Governing Board for the cost of a substitute teacher.

12.5 SPECIAL LEAVE FOR TENURED TEACHERS

Upon a tenured teacher's request, a leave of absence for one (1) year may be granted without pay upon the recommendation of the Superintendent/Executive Director and approval of the Governing Board.

12.6 DOCK DAYS

If an employee has exhausted his or her sick leave, the Superintendent/Executive Director may grant an unpaid leave of absence in the event that an employee is ill and has produced evidence in the form of a doctor's note verifying that the employee was ill and unable to attend to work. The parties acknowledge that employees are still expected to meet the regular attendance standards of their positions.

At the sole discretion of the Superintendent/Executive Director or designee, in the event of an unavoidable event that cannot be rescheduled in any way, and which would cause significant hardship to the employee, the Superintendent/Executive Director may grant an unpaid leave day.

If the Superintendent/Executive Director grants or an employee takes an unpaid leave for any reason, (FMLA leave excepted) the employee shall bear the full cost of the fringe benefits for that day or days, including the District's share of the insurance premium.

ARTICLE XIII - TEACHER EVALUATION

13.1 EVALUATION COMMITTEE

An evaluation committee consisting of three (3) teachers appointed by the Union president and three (3) administrators appointed by the Superintendent/ Executive Director shall annually review the evaluation instrument(s) and procedures utilized in the District. The committee shall not be required to meet in any year in which the parties mutually agree to defer such annual review. As a component of this annual review, the evaluation committee shall develop an evaluation instrument that complies with the Performance Evaluation Review Act (PERA), determining the timelines needed to meet the aforementioned PERA timelines and all other statutory requirements. The committee must monitor the implementation and use of the evaluation instrument on a yearly basis.

13.2 EVALUATION CONFERENCE

Following each formal observation, the evaluator shall complete a written report of the observation. The evaluator shall make his/her best efforts to furnish the teacher with a copy of the written observation report and hold a conference with the teacher within ten (10) school days of the visitation. The summative evaluation conference shall include a discussion of the written formal and informal observation reports including strengths and weaknesses, and the evaluator shall identify deficiencies, if any, in the teacher's performance and recommend and provide remedial help when appropriate. Both the evaluator and the teacher shall date and sign all copies of the written summative evaluation. The signature of the teacher shall not necessarily indicate agreement with the written summative evaluation, but rather shall indicate that the conference and discussion have been held and that the teacher is in receipt of a copy of the written summative evaluation.

13.3 EVALUATION REBUTTAL

If the teacher feels his/her written summative evaluation is incomplete, inaccurate or unjust, the teacher may put his/her objections in writing. Both the teacher and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written summative evaluation.

13.4 PERSONNEL FILE COPY

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

ARTICLE XIV - REDUCTION IN FORCE

14.1 PRIMARY CONSIDERATION

In the event it becomes necessary to make staff reductions, the primary consideration shall be the welfare of the pupils.

14.2 COMPLIANCE WITH SCHOOL CODE

Any reductions in certificated personnel and subsequent recall of certified personnel shall be in compliance with Section 24-12 of the Illinois School Code (105 ILCS 5/24-12). Any reductions of professional educational support personnel shall be in compliance with Section 10-23.5 of the Illinois School Code (105 ILCS 5/10-23.5).

14.3 NOTICE TO UNION

The Governing Board shall advise the Union of any proposed lay-off(s) and shall seek the Union's views on the matter prior to taking action.

14.4 REDUCTION BY ATTRITION

When such reductions in personnel are required, the administration shall attempt the same by attrition.

14.5 JOINT COMMITTEE (NEW)

Pursuant to Public Act 96-0008 (S.B.7) a joint committee shall be established with an equal number of Union representatives (appointed by the Union) and administrators. Such work of the committee shall be completed no later than February 1 of the given school year. The joint committee shall have the authority to reach agreements on all matters permitted under 105 ILCS 5/24-2(c). Subject to the February 1 deadline for agreements, any agreements made by the joint committee remain in effect until amended or terminated by the joint committee. The Union representatives on the joint committee shall have access to all information permitted under the law prior to this information being disseminated to staff.

ARTICLE XV — COMPENSATION AND SALARY SCHEDULE PLACEMENT

15.1 BASE SALARY FORMULA AND CHART

Beginning in the school year 2015-2016, salary schedule will be replaced by the base salary chart and formula described in this Article. This Agreement will have four (4) classes as described below. Class placement in the base salary chart for current employees will be based on column position in the 2014-2015 salary schedule. All classes will have minimum values. Newly hired faculty initially cannot be placed lower than their class minimum. The class minimums will increase as per the indicated values noted in this Agreement.

- For the 2015-2016 year the BA base salary will be \$49,446 (i.e., 1% greater than the 2014-2015 BA base salary). The MA base salary will be \$56,886 (i.e., 1% greater than the 2014-2015 MA base salary). The MA+32 base salary will be \$62,574 (i.e., 1% greater than the 2014-2015 MA+32 base salary). The PhD/EdD/DPT/MA+60 base salary will be \$68,832 (i.e., 1% greater than the 2014-2015 MA+60 base salary).
- For the 2016-2017 year the BA base salary will be \$49,961 (i.e., 1% greater than the 2015-2016 BA base salary). The MA, MA+32 and PhD/EdD/DPT/MA+60 base salaries will be calculated as they are for the 2015-2016 year.
- For the 2017-2018 year the BA base salary will be \$50,461 (i.e., 1% greater than the 2016-2017 BA base salary). The MA, MA+32 and PhD/EdD/DPT/MA+60 base salaries will be calculated as they are for the 2016-2017 year.
- For the 2018-2019 year the BA base salary will be \$50,966 (i.e., 1% greater than the 2017-2018 BA base salary). The MA, MA+32 and PhD/EdD/DPT/MA+60 base salaries will be calculated as they are for the 2017-2018 year.

Minimum Base Salaries by Class Using Above Multipliers to BA Base

	<u>BA</u>	<u>MA</u>	<u>MA+32</u>	PhD/EdD/DPT/MA+60
2015-2016	\$49,446	\$56,886	\$62,574	\$68,832
2016-2017	\$49,961	\$57,458	\$63,200	\$69,520
2017-2018	\$50,461	\$58,030	\$63,833	\$70,216
2018-2019	\$50,966	\$58,610	\$64,471	\$70,918

15.2 CREDITABLE PRIOR EXPERIENCE

- A. For employees hired into the BA class, the employee may be credited with 1.8% above the base for each year of prior experience up to a total eight (8) years of experience (14.4% maximum greater than the BA base).
- B. For employees hired into the MA class, the employee may be credited with 1.6% above the base for each year of prior experience up to a total of eight (8) years of experience (12.8% maximum greater than the MA base).
- C. For employees hired into MA+32 and PhD/EdD/DPT/MA+60 classes, the employee may be credited with 1.4% above the base for each year of prior experience up to a total of eight (8) years of experience (11.2% maximum greater than the MA+32 and PhD bases).
- D. The term “employee” refers to both certificated and non-certificated members of the bargaining unit.”

15.3 HARD TO FILL POSITIONS

The Superintendent/Executive Director may offer up to three (3) additional years of prior experience (total of 11 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.

Such placements are not typical and will be limited to situations in which the NTDSE is having difficulty filling a position such as speech therapist, psychologist and interventionist.

A “hard to fill” position shall be defined as one that has been posted for least fourteen (14) days and which has not been filed with a suitable candidate.

15.4 CLASS PLACEMENT

The September 1 class placement on the salary schedule will be determined by the professional development credits on file in the Superintendent’s/Executive Director’s office on or before September 1. During the school term, a change in salary classification shall be approved, effective February 1, provided the required professional development credits have been completed by February 1, and that the evidence to that effect is filed with the Superintendent/Executive Director on or before February 1.

Class placement on the salary schedule will be as follows:

- A. Class I shall consist of teachers holding a bachelor’s degree.
- B. Class II shall consist of teachers holding a master’s degree. Regardless of the number of post-graduate academic credit hours the teacher needs to obtain the master’s degree, the teacher will be placed in the master’s column.
- C. Class III shall consist of teachers holding a master’s degree plus thirty-two (32) professional development credits. Of these credits, a minimum of twenty (20) must be earned academic credit hours.
- D. Class IV shall consist of teachers holding a PhD/EdD/DPT, or having a Masters degree plus sixty (60) earned academic credit hours.

- E. Professional development credits shall be defined as referenced in Article 17 and Appendix A of this Agreement.

15.5 HORIZONTAL MOVEMENT ON THE SCALE

Employees moving from the BA class to the MA class will receive a fifteen percent (15%) increase on their base salaries. Employees moving from the MA class to the MA+32 class will receive a ten percent (10%) increase on their base salaries. Employees moving from the MA+32 class to the PhD/EdD/DPT/MA+60 class will receive a ten percent (10%) increase on their base salaries. Base salary as used in this Article includes any longevity pay previously earned.

Employees may move only one class in a school year.

15.6 ELIMINATE LANES/CLASSES

Employees in BA+16 or MA+16 columns will receive seven and one-half or five percent (7.5% to 5%) to move into the MA or MA+32 classes, respectively. No other employees may move into the BA+16 and MA+16 classes.

15.7 ELIMINATE LONGEVITY

There is no bottom line on the scale and all employees, except those receiving retirement increases, will receive the same percentage increase.

15.8 SALARY INCREASES

2015-2016

Employees will receive a 2.0% increase over their 2014-2015 base salaries.

2016-2017

Employees will receive a 2.0% increase over their 2015-2016 base salaries.

2017-2018

Employees will receive pay raises on base salary equal to the CPI percent increase for the year ending December 31, 2015 (tax cap CPI) plus .75%. In no event, however, will the pay raises be less than 2.25% or greater than 2.75%.

2018-2019

Employees will receive pay raises on base salary equal to the CPI percent increase for the year ending December 31, 2016 (tax cap CPI) plus 1.0%. In no event, however, will the pay raises be less than 2.50% or greater than 3.0%.

15.9 TEACHER RETIREMENT SYSTEM

The amounts paid to teachers under the previous collective bargaining agreement salary schedule and under this Agreement include within these sums a Board contribution of 9.4% to the Teachers' Retirement System.

ARTICLE XVI –PROFESSIONAL DEVELOPMENT COMMITTEE

16.1 PROFESSIONAL DEVELOPMENT COMMITTEE

A. The Governing Board shall provide on-site, professional development workshops and seminars for teachers, both within and outside of the teacher's normal workday. Such professional development workshops and seminars shall be developed through the cooperative efforts of the administration and the Staff Development Committee in order to insure that teachers may earn professional development credit as required for licensure renewal. The Governing Board will seek approval from the Illinois State Board of Education (ISBE) and the State Teacher Certification Board to provide for professional development activities using state-approved providers' professional development workshops and seminars.

B. If the State of Illinois enacts legislation to repeal or modify the requirements for licensure the parties shall meet and negotiate the impact of such legislation on Article XVI.

16.2 TEACHER CERTIFICATE RENEWAL

A. During the teacher's normal workday, when associated with a teacher's plan for licensure renewal, registration fees and other expenses associated with teacher attendance at administratively approved workshops and other scheduled activities (not to exceed two (2) days per year per teacher unless pre-approved by the Superintendent/Executive Director) shall be reimbursed in accordance with the NTDSE's past practice regarding such activities. Reimbursement is contingent upon the submission to the Superintendent/Executive Director of documented proof of expenses and verification of the successful completion of all components occurring within the normal teacher's workday.

B. When earned outside the teacher's normal workday and associated with the teacher's plan for recertification:

1. Tuition, registration fees and other expenses associated with teacher attendance at administratively approved workshops and other scheduled activities shall be reimbursed in accordance with the Tuition Reimbursement Section of this Agreement. Reimbursement of professional development activities is contingent upon the pre-approval of the Superintendent/Executive Director and the submission to the NTDSE Business Office of documented proof of expenses and verification of the successful completion of all components occurring outside the normal teacher's workday.
2. One (1) CEU shall be considered the equivalent of five (5) CPDUs for the purpose of salary schedule advancement (see Section 15.4).

C. The Board shall pay the National Board for Professional Teaching Standards (NBPTS) Certification Application Fee according to the tuition reimbursement schedule set in the Tuition Reimbursement Section of this Agreement. Teachers are eligible to apply if they are tenured teachers in at least Class 2, with 5 years or more of credited experience and have received an "excellent" rating on their most recent teacher evaluation.

D. Upon successful completion of and certification by the NBPTS program, the teacher shall advance one class on the salary schedule.

ARTICLE XVII - PROFESSIONAL DEVELOPMENT

17.1 METHODS OF EARNING RECOGNIZED PROFESSIONAL DEVELOPMENT CREDITS

A. Earned Academic Credit

All college or university courses taken for salary schedule advancement and tuition reimbursement must be approved in writing by the Superintendent/Executive Director prior to enrollment in the courses.

1. Graduate Credit

Academic credit will be approved for graduate hours earned by attendance at colleges and universities accredited by the North Central Association or its equivalent.

2. Undergraduate Credit

Academic credit will be approved for undergraduate hours earned by attendance at colleges and universities accredited by the North Central Association or its equivalent.

3. Leadership on District Committees

a. Fifteen (15) hours of service as an appointed leader on a NTDSE committee shall count the equivalent of one (1) earned academic credit hour.

b. At the discretion of the Superintendent/Executive Director the equivalent of one (1) earned academic credit hour may be awarded for extensive or rigorous NTDSE committee work.

B. Non-Academic

CPDUs as defined in Appendix A may be awarded by the Superintendent/Executive Director.

1. CPDUs as Alternative to Earned Academic Credit

If preferred by the teacher, CPDUs will be approved as professional development credits at the rate of fifteen (15) CPDUs per one (1) professional development credit.

2. Membership on Committees

Fifteen (15) hours of service as a member of an approved NTDSE committee which are not otherwise compensated shall count as fifteen (15) CPDUs.

3. Travel (see Appendix A, Letter P)

Fifteen (15) CPDUs shall be awarded for foreign or domestic travel. No partial CPDUs for partial weeks can be given, and no credit shall be allowed for travel of less than three (3) weeks' consecutive duration. Employees desiring CPDUs for travel shall secure prior written approval of their plans by submitting their request and Appendix D to the Superintendent/Executive Director.

4. Research Credit (see Appendix A, Letter N)

Research credit shall be awarded for research projects provided no earned academic credit hours are received. Exact credit allowances are to be recommended by the Superintendent/Executive Director. Teachers desiring CPDUs for research shall have the proposed research approved prior to beginning the project.

5. Non-Credit Workshops (see Appendix A, Letter K)

CPDUs as defined in Appendix D may be awarded for non-credit workshops and seminars that have received pre-approval by the Superintendent/Executive Director. Participation must take place outside the teacher's workday from an approved provider. Teachers shall be reimbursed at the rate stipulated in Section 18.2.

6. Publications (see Appendix A, Letter W)

CPDUs as defined in Appendix D may be awarded for professional writing accepted for publication in a recognized medium of communication. Each case shall be considered on an individual basis by the Superintendent/Executive Director.

7. Foreign Exchange Teaching (see Appendix A, Letter AA) CPDUs may be awarded through foreign exchange teaching as recommended by the Superintendent/Executive Director.
8. College/University Teaching (see Appendix A, Letter J) CPDUs as defined by Appendix D for college and university teaching shall be determined on an individual basis by the Superintendent/Executive Director. In no case shall more than sixty (60) CPDUs per twelve (12) month period be allowed.
9. Professional Activities (see Appendix A, Letter BB) CPDUs may be awarded for extensive professional activities not recognized under other provisions of this Agreement. Referral to the Superintendent/Executive Director may be made by an administrator, the teacher or upon petition of three (3) faculty colleagues.

17.2 MENTORING

A. Mentoring Stipend

The Superintendent/Executive Director or designee at his or her discretion may assign a teacher who volunteers to serve as a mentor pursuant to the NTDSE's mentoring program. The length of the assignment generally will be for one (1) year but may be longer or shorter upon mutual agreement between the Superintendent/Executive Director and the mentor/teacher. Teachers who serve as mentors for teachers will be compensated at the rate of five hundred dollars (\$500.00) per mentored teacher, per year. The mentor will comply with all the terms and conditions of the NTDSE mentoring program.

B. Mentoring Advisory Panel (MAP)

A Mentoring Advisory Panel consisting of two (2) administrators and two (B) teachers will be created to provide meaningful input and recommendations to the Superintendent/Executive Director or designee regarding the content and direction of the mentoring program. The two teachers will be paid at the curriculum writing rate of pay.

C. Mentoring Release Time

Per the NTDSE mentoring and induction plan, a mentor will be given adequate release time during the work day to meet with and make observations of mentored teachers with initial certificates. At the discretion of the Superintendent/Executive Director or designee, mentors of standard certificate holders may be given release time to meet with or make observations of mentored teachers.

ARTICLE XVIII - COMPENSATION

18.1 COMPENSATION FOR EXTRA DUTIES

- A. Extra duties performed outside of the contractual workday and work year shall be compensated at the following rates of pay:
- Extended School Year, Play Based Assessment, and Work involving Direct Student Contact Beyond the Work Day or Work Year: \$44.75 for the life of this Agreement. These rates also apply to direct student contact work within the work day in lieu of planning time and lunch.
 - Curriculum writing (including report and staff development writing): \$36.30 for the life of this Agreement.
 - Special Olympics:
Staff who participate and coach (limit two (2)) will be compensated with a stipend of One Thousand Dollars (\$1,000.00) for the school year for the life of this Agreement.
 - Riding Bus Home With Students:
A certified staff member who must ride the bus home will be paid \$30.00 per hour (one hour minimum) for the life of this Agreement. Staff will confer with an administrator about this need before riding the bus.
- B. An Extra Duty Review Committee shall consist of two (2) members of the Union, the Superintendent/Executive Director or his/her representative and one other NTDSE administrator. The Committee shall meet at least once during the months of March or April. It may meet as often as necessary. The Superintendent/Executive Director or his/her representative shall call meetings and prepare an initial agenda after consulting with the Union President regarding such matters.

C. The Committee shall:

1. Annually evaluate all existing extra-duty services performed by teachers.
2. Consider proposals for the addition of such services.
3. Make recommendations to the Governing Board concerning the addition, expansion, elimination or modification of such services and programs.
4. Make recommendations to the Governing Board concerning compensation schedules and rates for all extra-duty services performed by bargaining unit members not otherwise provided for in subsection A.
5. Until the Governing Board has received and approved the Extra Duty Review Committee's recommendations for extra-duty rates and stipends for services not otherwise provided for in subsection A of Article 18.1, all such extra duty performed outside the contractual workday shall be compensated at a rate of \$25.00 per hour.
6. The parties agree that when a staff member is expected to participate in professional activities requiring the exercise of his/her professional competencies, the staff member will be compensated at the Curriculum Writing Rate when such time extends beyond the contractual day.
7. Prep time for staff presentations shall also be compensated at the Curriculum Writing Rate on the basis of one (1) hour of prep time for each hour of the presentation.
8. However, where the District pays for a staff member to attend a national or regional conference, the District will not be obligated to pay the staff member for preparation time associated with post-conference presentations to staff on the conference subject matter. It is further understood that, while attendance at Prom, Graduation, and Fall Open

House is expected of participating professional staff, these activities shall not be eligible for compensation as extra-duty activities

18.2 MOVING OF CLASSROOMS

Staff will be reimbursed for up to 15 hours for time spent packing, unpacking and moving the contents of their classrooms or offices. Staff will submit to the Superintendent/Executive Director an estimate of the number of hours they anticipate working. The hourly compensation will be at the rate of twenty-five dollars (\$25.00).

ARTICLE XIX FRINGE BENEFITS

19.1 LIFE INSURANCE

The NTDSE shall pay the premium for term life insurance in the amount of fifty thousand dollars (\$50,000) for each full-time employee who has completed one (1) year of service with the NTDSE. Employees may purchase additional life insurance in blocks of ten thousand dollars (\$10,000), provided total life insurance coverage does not exceed two hundred-fifty percent (250%) of an employee's base salary.

19.2 LONG TERM DISABILITY

The NTDSE shall pay the total premium for long term disability insurance for all full-time employees.

19.3 HOSPITAL, MAJOR MEDICAL AND DENTAL INSURANCE

Group hospital, major medical and dental insurance plans shall be procured by the NTDSE and made available to all bargaining unit employees. The provisions covering payment of premiums for such coverage are:

- A. Seventy-five percent (75%) of single and family membership shall be paid by the NTDSE toward hospital and major medical insurance coverage premiums for all full-time employees.
- B. Employees may elect health insurance coverage through a Health Maintenance Organization. In such case, the NTDSE shall pay the same percentage amount toward the H.M.O. premium that it pays toward the premium of the primary group hospital and major medical plan offered by the NTDSE.
- C. Eighty-five percent (85%) of single and family membership shall be paid by the NTDSE toward dental insurance coverage for all full-time employees.

- D. The parties agree to create a standing “Insurance Committee” comprised of two (2) members appointed by the NTFSET, two (2) members appointed by the NTFSETA and four (4) members appointed by the Board. The Committee will regularly meet (in no event less than once each school year) to review and analyze the District’s Major Medical Insurance Plan and to consider ways to reduce premiums and contain insurance costs. The Committee will work collaboratively with NTDSE, the Business Manager and available human resources [such as NTDSE insurance consultants] to obtain information necessary to make decisions regarding possible changes and options to the Plan to contain premium costs. The Committee may, upon majority vote [and ensuing approval by the NTDSE Board and by the Unions] agree to change the Plan [including but not limited to changing Plan administrators, deductibles, co-pay levels, out-of-pocket limits, type of coverage, carriers] in order to reduce costs and premiums. If it appears that premium rates will increase for any of the HMO or PPO coverages by ten percent (10%) or more from one plan-year to the next, the Committee will meet and use all good faith efforts to approve ways to reduce such premium increases for that coverage to less than ten percent (10%). If the Committee is unable, by majority vote to approve such changes, or the parties do not approve such changes, any premium increases in excess of ten percent (10%) will be split equally between NTDSE and the employee.

Illustrations of the Insurance Committee’s intent can be found in Appendix B of this Agreement.

- E. Employees who elect not to take any hospital and major medical insurance under any NTDSE plan or HMO, for themselves or for their dependents or families, will receive an additional Five Hundred Dollars (\$500.00) each school year to be paid in equal amounts over the year. Employees who take or receive insurance coverage through an insurance exchange established under the 2010 Insurance Reform Act are not eligible for the Five Hundred Dollar (\$500.00) cash in lieu of option. Employees are encouraged not to be covered under both the District's Medical and Hospital Insurance Plan and any other Major Medical Health Insurance Plan.
- F. If at any time during the duration of this collective bargaining agreement any change in federal or state laws or regulations becomes effective, or enforcement of same commences, which would cause an employer penalty or tax related to the health insurance benefits provided in this agreement, or which would increase the employer's cost of health coverage, (or cause the administrator to incur additional taxable income under the terms of this agreement), then the parties agree to re-open the agreement to renegotiate or revise the affected provisions. The application of this provision includes, but is not limited to, taxes or penalties under the terms of the Affordable Care Act commonly referred to as the "Cadillac tax."

19.4 TUITION REIMBURSEMENT

Believing that professional study is beneficial both to the employee and the school system, the NTDSE shall share in the tuition cost of approved study.

In order for a course to be eligible for tuition reimbursement under this section, the teacher must notify and obtain pre-approval for the course from the Superintendent/Executive Director or his/her designee before enrolling in the course. The course must be related to teaching

and/or the employee's job assignment. Upon submission of transcript(s) and receipt(s) for any course(s) of study related to teaching and/or the employee's job assignment and approved in writing by the Superintendent/Executive Director, the employee shall be reimbursed for the tuition cost of such course(s) as follows:

- A. Fifty percent (50%) reimbursement for employees with one (1) to three (3) years of service in the NTDSE. An employee is eligible for reimbursement of any course that concludes after July 1 of his/her first year of service.
- B. Sixty percent (60%) reimbursement for employees with four (4) to ten years of service to the NTDSE.
- C. Seventy-five percent (75%) reimbursement for employees with eleven or more years of service to the NTDSE.
- D. A maximum of two hundred dollars and fifty (\$250.00) a year can be used to cover textbooks for pre-approved courses.

All courses must be from institutions accredited by the North Central Association or its equivalent.

Each year the NTDSE shall provide a pool of thirty thousand dollars (\$30,000.00) to reimburse tuition and text book costs in accordance with A, B, C, and D above. In the event the tuition pool of thirty thousand dollars (\$30,000) is not sufficient to reimburse all approved requests, such reimbursements shall be pro-rated to accommodate all approved reimbursements at a pro-rated level within the thirty thousand dollar (\$30,000) pool. All tuition reimbursement requests must be received no later than June 15th of each school year. No reimbursements shall be made until after the June 15th deadline to afford all teachers opportunity to be included in the thirty thousand dollar (\$30,000) pool. In any year the pro-ration of tuition reimbursement levels in A through D above will occur, the Superintendent/Executive Director shall review the information with the Union president prior to notifying affected teachers of such pro-ration.

The Superintendent/Executive Director and Union president shall work together to ascertain a fair distribution of funds in accordance with A, B, C, and D above. Changes in salary schedule classification placement due to completion of approved credits shall be in accordance with 15.2 of this Agreement and shall not be affected by the aforementioned June 15th reimbursement timeline.

All courses must be from institutions accredited by the North Central Association or its equivalent.

If the employee voluntarily terminates his/her employment in the district, he/she shall repay the reimbursement received during the last school year. If such reimbursement creates a situation whereby the pro-ration of said year needs to be recalculated, the Superintendent/Executive Director and Union president shall work together to ascertain a fair distribution of funds in accordance with A, B, C, and D above.

Tuition reimbursement may be approved for continuing education units under the following procedure:

- The continuing education units shall be taken from an Approved Provider as established by the Illinois State Board of Education or from a college or university approved by the North Central Accreditation Association or its equivalent.

- Prior to enrollment in the continuing education unit course, course approval forms shall be approved by the Superintendent/Executive Director.

19.5 TRANSPORTATION

- A. The current I.R.S. rate shall be allowed any employee who is authorized to drive his/her private automobile on school business within a radius of two hundred (200) miles from Morton Grove. Beyond two hundred (200) miles, reimbursement shall be the

same as that charged for airline or railroad passage if such passage is less expensive. All requests for mileage reimbursement must be submitted to the Superintendent/Executive Director for approval within thirty (30) days of the travel.

- B. All necessary expenses of attending conventions shall be submitted to the Superintendent/Executive Director for his/her approval within thirty (30) days of the event (in no event later than five days after the last day of student attendance), and payment shall be made only after his/her review and approval.

19.6 SALARY REDUCTION PLAN

The NTDSE shall maintain a salary reduction plan that meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, Section 125 or related IRS regulations pertaining to such plans are amended, the parties shall promptly revise the plan to comply with the amendment.

Prior to the beginning of the plan year, employees wishing to participate shall designate in writing the dollar amount(s) elected for that year on forms to be developed and distributed by the NTDSE:

The amounts designated shall be deducted from the employee's compensation and may not change during the plan year except if there is a change in the family status or other circumstance provided for in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis shall be forfeited and otherwise not paid to the teacher during that year or carried over to a succeeding plan year.

19.7 FRINGE BENEFITS FOR PART-TIME EMPLOYEES

Fringe Benefits shall be provided to all regularly employed part-time bargaining unit members on a pro-rata basis.

19.8 ASSUMPTION OF SERVICE CREDIT

When NTDSE assumes the operation of a special education program formerly operated by a member district, NTDSE shall recognize the accumulated years of service of all individuals formerly employed by the member district in such program. All such years shall be counted as years of NTDSE service for purposes of determining seniority, salary schedule placement and eligibility for the various fringe benefits specified in this Article.

19.9 RETIREMENT INCENTIVE BENEFIT

A teacher fifty-five (55) years of age or older with at least fifteen (15) years of full-time teaching service in NTDSE at the time of retirement shall be eligible for the following increased salary benefits, provided that he/she is eligible to receive pension benefits through the Teacher's Retirement System (TRS) of the State of Illinois or the Illinois Municipal Retirement Fund (IMRF):

- A. If, during the term of this Agreement, an irrevocable notice of intent to retire is submitted to the Superintendent/Executive Director by December 15th, at least four (4) school years in advance of retirement, the teacher's salary shall be increased by three and one-quarter percent (3.25%) over his/her prior school year's salary in each of his/her final four (4) school years of service. If a retiring teacher gives fewer than four (4) school years notice, the teacher's salary shall be increased by three and one-quarter percent (3.25%) of his/her prior school year's salary in as many years as the teacher remains teaching. For example, a teacher giving a two (2) school year notice shall have his/her salary increased by three and one-quarter percent (3.25%) of his/her prior year's salary for each of the final two (2) years. This increase in creditable earnings is in lieu of any other increase in creditable earning the teacher would otherwise receive.

- B. In calculating the teacher's prior school year's NTDSE salary for this benefit, the teacher's salary and longevity (which shall include only the salary schedule cell and longevity pay) and any activity stipend or extra duty pay will be considered separately. If, as part of the prior year's compensation, the teacher earned a stipend or extra duty pay, he/she may continue to earn it (or another of equal or lesser value) at the contractual rate. If the teacher ceases to participate in a stipend activity or extra duty or earns a stipend or extra duty of a lesser value, he/she may not increase his/her stipend earnings in subsequent years if it would cause the teacher's TRS or IMRF creditable earnings to exceed the previous year's TRS or IMRF creditable earnings by more than 6%. A teacher also may not earn a stipend or extra duty of greater value if it would cause the teachers TRS or IMRF creditable earnings to exceed the previous years TRS or IMRF creditable earnings by more than 6%.
- C. Eligibility for increased salary benefits under this plan shall be limited to only those teachers who agree to retire no later than the first year in which they are eligible for retirement benefits under TRS or IMRF regulations, and in which the Board avoids any ERO penalty under TRS regulations.
- D. The Board shall have the right to limit participation in this program to three (3) applicants annually. In the event that there are more than three (3) applicants for retirement benefits in a given year, applications will be approved on the basis of NTDSE seniority. A teacher who has had his/her application rejected on the basis of seniority shall be permitted to retire with all the above referenced benefits at the earliest subsequent opportunity that the teacher's seniority permits. The Board shall notify each applicant concerning the disposition of his/her

application no later than February 15th following the receipt of the application.

- E. In the event any provisions of this article shall at any time result in an increase in the NTDSE's contractual expense or liability exposure due to any action at the state or federal government level, then the parties will meet to negotiate a more desirable alternative to the above provisions and replacement language will be mutually agreed to by the parties. The parties agree and intend that increases in TRS or IMRF creditable earnings under this Article shall not exceed 6% under any circumstances.

- F. The Retirement Incentive Benefits listed above are available only during this 2015-2016 through 2018-2019 contract. Teachers accessing the benefits of paragraph A must give notice no later than December 15, 2018 and retire no later than the end of the 2022-2023 school year.

- G. The term "teacher" in this Article includes all members of the bargaining unit described in Article 1.1 of this Agreement.

**ARTICLE XX – TAX SHELTERING OF TEACHERS’ RETIREMENT
CONTRIBUTION**

The teachers’ TRS contribution shall be withheld from the teacher’s W-2 and reported accordingly to the Illinois Teachers’ Retirement System.

The Union and each teacher shall defend, indemnify and hold harmless the Board, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the Illinois Teachers’ Retirement System pursuant to the provisions of this Section. No such claim, demand, action or suit may be settled or compromised by the Union without the written consent of the Board, if such claim, demand or suit adversely affects the Board, its members, its agents and/or its employees.

ARTICLE XXI - EFFECT OF AGREEMENT

21.1 COMPLETE UNDERSTANDING

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

21.2 INDIVIDUAL CONTRACTS

The terms and conditions of this Agreement shall be reflected in individual contracts, if any.

21.3 SAVINGS CLAUSE

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

21.4 PRECEDENCE OF AGREEMENT

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment, the written terms of this Agreement shall govern. If there is any conflict between the written terms of this Agreement and written Governing Board policies or written NTDSE Board rules and regulations which may from time to time be in effect, the written terms of this Agreement shall govern.

21.5 TERM OF AGREEMENT

This Agreement shall be in effect as of the date of its execution, and shall continue in effect until the day prior to the start of the 2019-2020 school term.

21.6 NO STRIKE

During the life of this agreement, neither the Niles Township Federation of Special Education Teachers, nor any bargaining unit member, will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the normal operations of NTDSE.

APPROVED AND SIGNED THIS _____ DAY OF _____, 2015.

IN WITNESS THEREOF:

Niles Township Federation of Special Education Teachers, Local 1274, IFT/AFT, AFL-CIO	Niles Township District for Special Education Governing Board, Cook County, Illinois
_____ President	_____ President
_____ Secretary	_____ Secretary

APPENDIX A

Claim For CPDU Credit (On Salary Schedule)

Teacher: _____

Date Submitted: _____

DIRECTIONS: Please check the box of the activity for which you are claiming CPDU credit toward salary schedule advancement. Submit this form to the Superintendent/Executive Director along with your regular claim for credit form. Once the Superintendent/Executive Director has taken action on your claim, you will receive a copy of this form.

√	Letter	Description	CPDU		CPDU	CPDU		
			Credit		Limitation	District Office Use		
<input type="checkbox"/>	H	Student Teaching	15	30	Yes ¹	---	15	30
<input type="checkbox"/>	H	Clinical Supervision	12	30	Yes ¹	7.5	---	30
<input type="checkbox"/>	J	College / University Teaching	20		Yes ²	15		
<input type="checkbox"/>	K	Conferences, workshops, institutes, seminars or symposiums	___(hrs)		Yes ³	7.5	15	
<input type="checkbox"/>			3	8				
<input type="checkbox"/>	N	Action Research / Inquiry Projects	8	11	Yes ⁴	7.5	15	
<input type="checkbox"/>	P	Travel	12	15	Yes ⁵	7.5	15	
<input type="checkbox"/>	Q	Study Groups	6	8		7.5		
<input type="checkbox"/>	R	Service on Statewide Committees	7.5	15		7.5	15	
<input type="checkbox"/>	W	Publishing articles, columns or books	5	8				
<input type="checkbox"/>			15	20		7.5	15	30
<input type="checkbox"/>			40	---				
<input type="checkbox"/>	AA	Foreign Exchange Teaching	DNA		Yes ⁶			
<input type="checkbox"/>	BB	Professional Activities	DNA		Yes ⁷			
<input type="checkbox"/>	BB	Professional Activities	DNA		Yes ⁷			
					TOTAL →			
					TOTAL →			

¹ Each may be counted one time only during employment with NTDSE, except when a student is being supervised by two supervising teachers. Each teacher may claim one-half a period of service and may count service to two such candidates.

² The same course may be counted only once in any five-year cycle.

³ Participation must take place outside the teacher's workday from an approved provider.

⁴ CPDUs will be issued only if academic credit is not received.

⁵ The Superintendent/Executive Director must approve travel in advance in writing for CPDUs. Such travel may be for no less than 3 weeks duration.

⁶ Foreign Exchange Teaching may not be included on a Plan for Recertification; however, CPDUs may be awarded for Foreign Exchange Teaching as determined by the Superintendent/Executive Director (see Article 17.1.B7 of the contract).

⁷ Other Professional Activities that cannot be included on a Plan for Recertification may qualify for CPDUs as determined by the Superintendent/Executive Director (see Article 17.1.B9 of the contract).

Approved

Not Approved

Superintendent/Executive Director

Date of Action

If not approved, please provide an explanation: _____

Appendix B

The following illustrations (scenarios A and B) pertain to Article XIX, Section 3, Sub-section D of this agreement.

Scenario A: “The Insurance Committee makes changes to benefit levels”

Year	Rate	10% trigger
2015-2016	\$400	\$440

Year	Rate	Projected rate for 2006-2007	Percent increase
2015-2016	\$400	\$467	16.75%

Committee acknowledges that the 10% trigger has been activated and the committee meets and they agree to changes benefit levels. They come up with the following premium savings.

Year	Rate	Projected rate for 2006-2007	Percent increase
2015-2016	\$400	\$387	-3.25%

The following year the increases are as follows.

Year	Rate	Projected rate for 2007-2008	Percent increase
2016-2017	\$387	\$435	12.4% ACTUAL but effective increase is only 9.15% (12.4-3.25=9.15%)

The increase of 12.4% is greater than 10% but the parties have not yet achieved the original “threshold of \$440” because the effective increase is only 9.15% when you factor in the premium savings of the year before so the trigger has not been activated. The board covers 75% of the premium and the employee 25%.

Year	Rate	Projected rate for 2008-2009	Percent increase
2017-2018	\$435	\$460	5.7%

The increase is 5.7%. The increase from one year to the next is not 10% so the trigger does not kick in. The board covers 75% of the premium and the employee 25%.

Scenario B: “The Insurance Committee cannot agree and the 50-50 sharing is implemented”

Year	Rate	10% trigger
2015-2016	\$400	\$440

Year	Rate	Projected rate for 2006-2007	Percent increase
2015-2016	\$400	\$467	16.75%

Committee acknowledges that the 10% trigger has been activated and the committee meets and CANNOT agree to changes benefit levels. They split the amount over 10% 50-50.

2016-2017 premium	Board share	Employee share	Total
\$467	75% of 400=\$300 75% of 10%=\$30 50 % of 6.75%=\$13.50 \$343.50	25% of 400=\$100 25% of 10%=\$10 50% of 6.75%=\$13.50 \$123.50	\$343.50 \$123.50 \$467.00

The committee monitors the increase for the next year and the following increases come in.

Year	Rate	Projected rate for 2007-2008	Percent increase
2016-2017	\$467	\$510	9.2%

The 10% threshold is not met and no changes are made, the board picks up 75% of the premium increase and the employee picks up 25%.

2017-2018 premium	Board share	Employee share	Total
\$510 (\$43 increase)	06-07 \$343.50 75% of increase=\$32.25 \$375.75	\$123.50 25% of increase=\$10.75 \$134.25	\$375.75 \$134.25 \$510

SIDE LETTER #1

RELEASE TIME FOR ILLINOIS ALTERNATE ASSESSMENT (IAA)

NOW COME the Niles Township District for Special Education #807 Governing Board (hereafter, the "Board") and the Niles Township Federation of Special Education Teachers, Local 1274, IFT/AFT, AFL-CIO (hereafter, the "Union") who agrees as follows:

Due to the extensive time necessary to compile, gather and adapt materials for the Illinois Alternate Assessment (IAA), the parties have agreed that release time will be given to those teachers who have students participating in the IAA according to the following criteria:

- A teacher with one (1) to three (3) students taking the IAA in the same school term shall be granted one half (1/2) day of release time.
- A teacher with four (4) to six (6) students taking the IAA in the same school term shall be granted one (1) full day of release time.
- A teacher with seven (7) to nine (9) students taking the IAA in the same school term shall be granted one and one half (1-1/2) days of release time.

A half day shall be defined as three and one half (3-1/2) hours.

A teacher should submit a release time form to their immediate administrator and obtain a sub in the usual manner. Release time will be scheduled by mutual agreement between teacher and administrator.

Release time will apply to IAA beginning in March of 2008.

If unforeseen situations occur which delay the distribution of the IAA materials which makes it not possible to take release time prior to the scheduled dates of the IAA, teachers can either request release time at another time, or can be compensated at the current curriculum rate.

SIDE LETTER #2

GASTRO-INTESTINAL TUBE (G-TUBE) FEEDING OF STUDENTS

The parties acknowledge that it is of critical importance for students to receive nourishment during the school day, but equally important that any feeding be performed in the safest way possible utilizing appropriate staffing resources. Toward these ends, the parties agree that teachers and paraprofessionals will G-tube feed students only pursuant to the following conditions:

1. Gastro-intestinal tube feeding (G-tube) of any student by teachers or paraprofessionals is contingent on NTDSE receiving authorization in writing by the student's parent or guardian acknowledging and permitting a teacher or paraprofessional to G-tube feed the student.
2. NTDSE, pursuant to 105 ILCS 5/10-20.20, hereby indemnifies and holds harmless teachers and paraprofessionals and employees from any liability for the performance of tasks in the G-tube feeding process.
3. NTDSE shall establish an initial training program for G-tube feeding which shall cover the proper techniques for feeding.
 - A. Training shall be provided by the NTDSE nursing staff and whenever possible, parents will be included in the training.
 - B. Training will include but not be limited to connecting the tube, flushing the tube, disconnecting the tube, setting and regulating the flow of food, how to identify trouble signs or discomfort of student, how to handle unexpected occurrences (such as unexpected tube disconnection, tube clogging, missing supplies, or the like) and when to call the nurse, administrators or medical personnel for assistance
 - C. G-tube feeding by employees will be directly supervised by a nurse until the employee is able to independently complete all required steps of the assigned student's feeding. NTDSE shall also provide an annual refresher training program to be held at the start of every school year on G-tube feeding. In addition, teachers or paraprofessionals may seek assistance of NTDSE nursing staff if additional training or support is needed at any time during the school year. Once initial training is completed, the teachers or paraprofessionals shall sign off verifying receipt of training. Sign off shall be required at the completion of refresher training each year.

- D. Only trained teachers and paraprofessionals shall be required to perform tasks associated with g-tube feedings.
4. Before an individual student is G-tube fed by a teacher or a paraprofessional, the NTDSE nursing staff, Superintendent/Executive Director or designee and affected employees will review each G-tube feeding case to determine whether a teacher and/or paraprofessional may safely perform the G-tube feeding process or any part thereof. Any G-tube cases which are deemed to be complex or which involve any risk, whatsoever, of complications or injury to the student will not be performed by teachers or paraprofessionals. Decisions and instructions for G-tube feeding shall be detailed in an individual students care plan for the student. Written procedures for G-tube feeding will be available at all times to the staff
 5. NTDSE will endeavor to have G-tube feeding performed by teachers and paraprofessionals who are comfortable with the process, but the parties acknowledge that the task may be assigned if there are insufficient teachers or paraprofessionals who voluntarily agree to perform the task. All newly hired teachers and paraprofessionals will be expected to G-tube feed students.

SIDE LETTER #3

FULL-TIME / PART-TIME EMPLOYMENT OF TENURED EMPLOYEES

From time to time, a full-time tenured teacher under the School Code may request or agree to be assigned to a part-time position within NTDSE. When such a request is made by a full-time tenured employee, the parties acknowledge that NTDSE is not required to allow the individual to go on a part-time employment basis. If NTDSE does agree to allow the individual to become a part-time employee, it need not agree to allow the individual to retain tenure. If the full-time teacher going to part-time status waives tenure, the waiver shall be in writing, signed by both the NTDSE Superintendent/Executive Director (or designee) and the employee.

If the employee going to part-time status and NTDSE agree that he or she will retain tenure, the individual will assume a part-time position and retain seniority and tenure rights under the *Illinois School Code*. The individual will also receive step movement and increases pursuant to the collective bargaining agreement on a pro-rated basis.

A part-time employee who has retained tenure may request to be appointed to a full-time tenured position, and will be assigned the full-time position under the following terms:

- The part-time tenured teacher may request to be assigned only to a vacant full-time position which he or she is qualified to hold.
- A part-time tenured teacher wishing to go full-time may not “bump” or claim a full-time or part-time, tenured or non-tenured individual out of a position that they hold.
- The part-time tenured teacher must notify the Superintendent/Executive Director, in writing, no later than April 1 of the preceding school year that he or she wishes to be assigned to a vacant full-time the following school term. NTDSE need not non-renew or terminate the employment of any certified employee to create a vacancy or accommodate requests by part-time tenured employees to return to full-time status.
- Unless otherwise agreed to by the parties, part-time tenured employees will return to full-time status only at the start of a school year.

SIDE LETTER #4

RETAINING SERVICE PROVIDERS FOR DIFFICULT-TO-FILL POSITIONS

As is true for many school districts and special education cooperatives throughout the state, Niles Township District for Special Education No. 807 (“NTDSE”) periodically has difficulty finding, hiring and retaining the services of certified professionals in difficult-to-fill positions.

The parties recognize the importance of balancing the interests of the Niles Township Federation of Special Education Teachers (“Union”) in maintaining the integrity of the bargaining unit and of NTDSE in delivering high quality special education services to all of its students. With these principles in mind, the parties agree as follows:

NTDSE is committed to making all reasonable efforts to hire bargaining unit certified personnel to provide special education services to its students. When NTDSE has posted a vacancy for a full or part-time certified bargaining unit position for 14 calendar days or longer, but has been unable to fill the position with a suitable, qualified candidate, it may contract with independent service providers to deliver the necessary services and continue the contractual relationship for the balance of the school year. However, for any posted part-time position, a qualified internal part-time candidate shall be given consideration in filling said position before seeking an independent service provider.

For each ensuing school year, NTDSE will again use all reasonable efforts to hire and retain bargaining unit employees to provide services. If, however, after 14 calendar days or longer of posting the vacancy, it has been unable to fill the vacancy with a suitable, qualified candidate, NTDSE may contract with independent service providers to deliver the necessary services and continue that contractual relationship for the balance of that school year. In the event of a reduction in force, individuals under an independent service contract shall be laid

off before laying off any bargaining unit member who is qualified under the school code to perform the services being performed by the independent service provider.

This Memorandum of Understanding is not intended by the parties to contract out the work normally performed by teachers and specialists and NTDSE acknowledges its obligation by law and under this agreement to strive to find, hire, and retain the services of bargaining unit employees to fill bargaining unit positions.

SIDE LETTER #5

MEMORANDUM OF UNDERSTANDING
REGARDING EARLY EXPIRATION OF THE AGREEMENT

The parties acknowledge that the State of Illinois is undergoing a financial crisis and that the legislature and Governor are currently considering ways to amend the current Teacher Retirement System and the Illinois Municipal Retirement Fund to shift more, or all of, the cost of funding teacher and other public employees' retirement pensions to employers and/or employees. If legislation which significantly impacts the District's finances (including but not limited to legislation increasing the District's responsibility to fund employees' pensions) is enacted during the life of this Agreement, within sixty (60) days of the passage of the legislation either party may invoke this provision by giving written notice to the other party. In that event, this Agreement will expire at the end of the contract year immediately following the giving of such notice and will no longer be binding on the District or the Union. The parties will meet as soon as practical thereafter to commence negotiations of a successor agreement.