

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF NORRIDGE SCHOOL
DISTRICT NO. 80

AND THE NORRIDGE EDUCATION ASSOCIATION,
IEA-NEA

2008-2009 THROUGH 2010-2011

TABLE OF CONTENTS

| | PAGE |
|---|------|
| 1. RECOGNITION CLAUSE | 4 |
| 2. PERSONNEL FILE | 4 |
| 3. NOTIFICATION OF ACCUMULATED SICK AND PERSONAL BUSINESS DAYS | 4 |
| 4. ASSIGNMENTS, VACANCIES AND TRANSFERS | 4 |
| 5. DUTY FREE LUNCH | 5 |
| 6. SAFETY AND SECURITY | 5 |
| 7. SCHOOL CALENDAR | 5 |
| 8. CLASS SIZE | 5 |
| 9. SCHEDULING PLAN TIME | 6 |
| 10. EVENING MEETINGS AND WORK DAY | 6 |
| 11. JOB SHARING | 6 |
| 12. SUPERVISION | 7 |
| 13. EVALUATION OF EMPLOYEES | 7 |
| 14. OFF SALARY SCHEDULE | 7 |
| 15. EXTRACURRICULAR ACTIVITIES | 8 |
| 16. SUMMER SCHOOL | 8 |
| 17. DISPENSING MEDICATION FOR STUDENTS | 8 |
| 18. .RECORDKEEPING | 8 |
| 19. ASSOCIATION LEAVE | 9 |
| 20. PERSONAL LEAVE DAYS | 9 |
| 21. SICK LEAVE | 9 |

| TABLE OF CONTENTS CONTINUED... | PAGE |
|--|------|
| 22. ADDITIONAL SICK LEAVE APPLICATION | 9 |
| 23. LEAVE OF ABSENCE WITHOUT PAY | 10 |
| 24. APPROVAL OF COURSE WORK | 10 |
| 25. TUITION REIMBURSEMENT | 11 |
| 26. HEALTH INSURANCE | 11 |
| 27. RETIREMENT -- USE OF UNUSED SICK LEAVE | 13 |
| 28. SENATE BILL 27, PUBLIC ACT 94-04 | 13 |
| 29. FAIR SHARE | 14 |
| 30. GRIEVANCE PROCEDURE | 14 |
| 31. NO STRIKE CLAUSE | 15 |
| 32. COMPLETE UNDERSTANDING | 15 |
| 33. DURATION | 15 |
| | |
| DUTY FREE LUNCH | 18 |
| 2005-2006 SALARY SCHEDULE | 19 |
| 2006-2007 SALARY SCHEDULE | 20 |
| 2007-2008 SALARY SCHEUDLE | 21 |
| 2005-2008 EXTRACURRICULAR SCHEDULE | 22 |

1. RECOGNITION CLAUSE

The Board of Education of Norridge School District No. 80 recognizes that pursuant to the Illinois Educational Labor Relations Act, the Norridge Education Association, IEA-NEA, is the exclusive representative of all full-time and regular part-time personnel who are employed by Norridge Elementary School District No. 80 as certificated employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment. Excluded from the bargaining unit are all managerial, supervisory, confidential and temporary employees as defined by the Illinois Educational Labor Relations Act, and any other employees excluded under the Illinois Educational Labor Relations Act.

2. PERSONNEL FILE

A. Maintenance of Files

Employee personnel records will be kept in the Board office and will usually contain pertinent information about the employee, his or her position, salary and evaluations.

B. Right to Examine Personnel File

An employee shall have the right to examine his or her personnel file at reasonable times and to have copies of the material made at reasonable expense.

3. NOTIFICATION OF ACCUMULATED SICK AND PERSONAL BUSINESS DAYS

An accounting of accumulated sick leave and personal business leave days shall be delivered to each teacher by October 25.

4. ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignments and Transfers

When possible, teachers shall be notified, in writing, no later than the last day of school of a change in their assignment(s) for the following school term as to grade level, school and/or subject area. If a change in assignment is made after July 1, the teacher may resign without penalty.

In the event of an involuntary transfer of a tenured teacher, upon the request of that teacher, the Superintendent or designee and the teacher shall meet to discuss the reasons for such transfer.

B. Exchange of Assignment

Tenured teachers who desire to voluntarily exchange assignments shall propose such an exchange by submitting an application in writing containing evidence of teacher certification supporting all proposed resulting assignments and educational justifications to the Superintendent by not later than February 1 of the school year before the exchange is to begin.

Grant or denial of the application shall be a the sole and exclusive discretion of administration and no individual grant or denial shall serve as precedent for any subsequent grant or denial.

C. Vacancies

A vacancy shall occur upon the occasion of the resignation, retirement, or the dismissal for cause of the person who had previously held a bargaining unit position, or when a new bargaining unit position is created, provided however, no vacancy shall occur unless the Board has determined to fill the bargaining unit position described herein.

The Superintendent and/or designee shall post a notice on the District website for all vacancies as they occur in all schools and send notice to the Union president. Vacancies shall be posted for at least five (5) working days. No vacancies shall be filled on a permanent basis until the posting has been completed, unless:

- (1) The vacancy occurs within thirty days of the beginning of a school year;
- (2) In case of emergency.

5. DUTY FREE LUNCH

Each teacher shall have a duty free lunch in compliance with The School Code.

6. SAFETY AND SECURITY

The Board of Education shall take steps to provide a reasonably safe and secure environment for its employees.

7. SCHOOL CALENDAR

The superintendent agrees to consult with the Association to receive input regarding the school calendar before making his or her final recommendation on the calendar to the Board of Education.

8. CLASS SIZE

Teachers have the responsibility to bring to the principal's attention, verbally or in writing, their instructional concerns that may arise due to class size. The principal has the duty to discuss and consider these concerns and alternative solutions as proposed by the teacher. The Association president may present individual classroom enrollment figures to the superintendent for review. The superintendent will present the list to the Board for its review at the October, February and May meetings, whichever is appropriate.

9. SUPPLIES

For each year of the bargaining agreement money will be allotted for teacher supplies. Supply money is allocated as:

| |
|----------------------|
| 2008-2009 - \$150.00 |
| 2009-2010 - \$250.00 |
| 2010-2011 - \$325.00 |

The purchase of supplies will take place by March 15th for the upcoming school year. Since the money for supplies is part of the employee "pool" the supplies are the property of each employee. Purchase orders must be submitted for the purchase of all supplies. In the event a business does not accept a purchase order, a reimbursement procedure will be followed. The steps are as follows:

1. Teacher submits a purchase order to the principal and superintendent for approval.
2. Once approval is received, he or she may purchase the item(s) at the store using his or her own funds.
3. Teacher submits the approved purchase order with the receipt attached to the bookkeeper.
4. Teacher is reimbursed for the item(s) after July 1st of the same year.

If a teacher who receives supply money by reason of this provision leaves the District before October 1 in any year in which he or she receives money or supplies. He or she shall either reimburse the District for the supply money for that year received or shall, at the teacher's option, return the supplies to the district.

10. SCHEDULING PLAN TIME

On or before May 1 of each year, in each building, a committee composed of three teachers appointed by the Association shall meet with the principal to discuss and equalize whenever practical teacher plan time. The committee's work shall be concluded on or before May 30 each year. Ultimately, the principal shall have final authority with respect to plan time.

11. EVENING MEETINGS AND WORK DAY

A. Evening Meetings

The Board of Education shall establish a schedule of evening meetings, activities, and functions for the school year, of which a teacher may be required to attend up to six (6) without earning release time or evening meeting pay. An evening meeting shall be defined as a meeting which begins at least one hour after the normal work day of the teacher.

The District may require teachers to attend additional evening meetings, activities or functions, but will grant to teachers commensurate release time for such meetings, activities and functions for the time actually spent at the meeting, activity or function. In the discretion of the District, teachers may earn, instead of release time, compensation at the rate of \$12.00 per hour of work.

Requests by teachers to use accumulated release time shall be directed to the building principals for their consideration and approval.

The parties understand and acknowledge that meetings, activities, and functions which may arise as a function of the teacher's assignment or professional responsibilities, including but not limited to, meetings with individual or groups of parents, or science, social studies or math fairs, do not count as evening meetings, activities or functions for which release time or evening meeting pay may be accumulated or earned.

B. Workday

The regular teacher workday will commence at 8:15 a.m. and end at 3:25 p.m.

12. JOB SHARING

Teachers who desire to “job share” may submit a job sharing proposal to the superintendent by not later than February 1 of the school year before the job share is to begin. The proposal shall address teacher responsibilities, work schedule, communication, attendance at meetings and pay and benefit issues. The parties, including the teachers involved, administration and the Association may bargain an appropriate job sharing agreement. The grant or denial of a job sharing proposal shall be at the sole and exclusive discretion of administration and no individual grant or denial shall serve as precedent for any subsequent grant or denial. If administration determines that the job share is inappropriate at its inception, administration shall not be obligated to bargain the terms of the share (This is intended to be an explicit waiver of obligation to bargain).

13. SUPERVISION

The parties agree that lunchroom supervision shall be added to the extra duty schedule and that playground supervision shall not be.

14. EVALUATION OF EMPLOYEES

A. Notification of Evaluation Process

Within two (2) weeks after the start of a new school year, the building principal or his or her designee will conduct an orientation session or distribute written material describing the evaluation procedures of the District and the instruments to be used in the evaluation process.

B. Evaluation of Traveling or Unassigned Employees

The superintendent shall designate the administrator or administrators who will issue the summative evaluation of employees who travel between buildings or who are not assigned to a building.

C. Evaluation Procedures

A tenured teacher will be evaluated not less than once every two (2) years. Non-tenured teachers will be evaluated not less than once every two (2) years.

(1) Every teacher evaluation will be based on at least one classroom observation of no less than twenty (20) minutes.

(2) All summative evaluations shall be reduced to writing and a copy will be given to an employee before May 15 of the school year. Copies of the teacher's evaluation will be placed in the teacher's personnel file and copies will be provided to the teacher.

(3) The administrator and teacher may agree to conduct a conference to discuss the evaluation within fifteen (15) calendar days after the employee's receipt of the written evaluation.

D. Employee's Right to Respond

The teacher will sign the evaluation, but the teacher's signature shall not be construed to mean that he or she necessarily agrees with the contents of the evaluation. Within seven (7) calendar days of the evaluation conference, a teacher may submit a written response which will be placed in the teacher's personnel file, along with the evaluation.

15. OFF SALARY SCHEDULE LANE MOVEMENT

If a teacher has years of experience so that the teacher is off the schedule and from one school year to the next the teacher accumulates enough graduate credits that if he/she were on the schedule, he/she would move to a new lane the amount of that lane increase shall be the average difference between the steps in the lane previously occupied and the new lane.

16. EXTRACURRICULAR ACTIVITIES

A. If suitable teachers do not volunteer for extracurricular assignments, the Board or superintendent may, in their discretion, assign teachers to the positions. If an employee wishes to give up an extra curricular assignment for the upcoming school year, he or she must put his or her resignation for the position(s) in writing and submit to the superintendent or principal no later than the last day of the school year.

B. No teacher may resign any extracurricular position during the school year without Board approval.

C. The Association and the Board will form a committee of not more than three (3) representatives from the administration and three (3) representatives from the Association to review the question of whether certain extra duty activities should be discontinued or others added. This committee will provide input to the Board on this issue.

17. SUMMER SCHOOL

In-district employees who apply for summer school positions will be considered for summer school assignments, but the administration retains the discretion to determine who should be hired for summer school assignments.

18. DISPENSING MEDICATION FOR STUDENTS

Teachers are not to dispense any medication of any type to students. This includes aspirin, cough drops, etc. Students who need medication should be referred by the teacher to the office.

19. RECORDKEEPING

The School Code requires teachers to keep accurate attendance records and other student-related records in their gradebooks. Teachers are to keep records up to date. This includes student attendance, homework, grades, cumulative records, registration information, portfolio assessment information, standardized test data, IEP's, etc.

Attendance registers are to be completed (in blue or black ink) by teachers only. They are never to be completed by students, aides, etc. Computerized attendance sheets should be stapled to the registers.

Principals may examine gradebooks and attendance registers periodically for accuracy.

20. ASSOCIATION LEAVE

The Association president or his/her designee shall be granted six (6) days per school year to conduct official Association business, to investigate grievances or conduct other activities related to school or teacher welfare provided the Association shall, in advance of any such usage, give the superintendent ten (10) days notice in writing whenever possible and will reimburse the District in an amount equal to the pay of a substitute teacher.

21. PERSONAL LEAVE DAYS

Full-time teachers will be granted two (2) personal leave days per year. Personal days may not accumulate from year to year, but employees may request and be advanced, at the superintendent's discretion, a personal day from their next year's allotment, with the understanding that the next year's allotment of two (2) personal would be reduced by one (1) day.

22. SICK LEAVE

Beginning with the 2007-2008 school year, full time teachers who have been employed by the Norridge School District for less than five years shall receive ten (10) sick leave days annually except that any teacher hired prior to August 14, 2007 shall receive twelve (12) sick leave days annually. Beginning with the 2007-2008 school term full time teachers who have been

employed by Norridge for five (5) years but less than twenty-one (21) years shall receive fifteen (15) sick leave days annually. Beginning with the twenty-one (21) years of more shall receive twenty (20) sick leave days annually.

Sick leave accumulation will increase to 400 day.

Sick leave may be used for funeral/bereavement per Section 5/24-6 of the Illinois School Code. At the discretion of the superintendent, sick leave may be used by employees for attending the funeral or bereavement of other close family members and close friends not within the definition of 'immediate family' in Section 5/24-6 of the Illinois School Code. The superintendent's decision shall be final unless manifestly unreasonable. For deaths of persons not within the definition of 'immediate family' under Section 5/24-6 of the Illinois School Code, up to three (3) days sick/bereavement leave may be granted for funerals farther than 200 miles from Norridge and one (1) day for funerals closer than 200 miles.

23. ADDITIONAL SICK LEAVE APPLICATION

Any teacher who is within twenty (20) days of exhaustion of all available sick leave and who is dealing with a serious illness that causes such teacher to anticipate the need for significant additional time off from work (because of personal illness) and is in need of additional sick leave shall make written application to the Board. Before any grant or denial of additional sick leave shall occur, the employer shall solicit the advisory view of the Association regarding the propriety of grant or denial. The grant or denial of additional sick leave (for use as sick leave only) shall be at the sole and exclusive discretion of the Board and no individual grant or denial shall serve as precedent for any subsequent grant or denial.

24. LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence may be granted without pay to tenured employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted to tenure teachers pursuant to the following conditions:

1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired whenever possible, are subject to approval or denial by the Board;
2. Dates of departure and return must be mutually acceptable to the teacher and administration and determined prior to any final action on the request;
3. Leaves may be granted for:

- a. advanced study leading to a degree in an approved university;
 - b. educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - c. military service;
 - d. childcare;
 - e. health related reasons (this leave is distinguished from FMLA leave in that no insurance benefits are paid by the employer, and FMLA restrictions regarding length of leave, frequency of leave and exhaustion of benefits do not apply); or
 - f. other reasons acceptable to the Board;
4. Employees on such leave may continue insurance benefits if they reimburse prorate costs of benefits for which they apply, provided the carrier permits same;
 5. Employees will not advance on the salary schedule while on the approved leave of absence without pay unless working at least eighty-eight (88) days during the school year in which the leave was taken; and
 6. The Board may waive the above restrictions at its discretion.

25. SALARY SCHEDULE ADVANCEMENT

For movement on the salary schedule, courses taken for credit must meet the following criteria:

- A. A teacher may qualify for horizontal movement on the salary schedule by successfully completing the appropriate amount of graduate coursework earned at a fully accredited institution approved by the administration. Successful completion shall be defined as a grade of "B" or better. Audited and "Pass/Fail" coursework will not be considered for salary schedule placement or advancement.
- B. Credit for coursework will not be carried beyond receipt of an earned degree. Credit hours must be earned after placement in a salary lane to count toward advancement toward the next lane.
- C. To insure the approval of coursework counting toward advancement on the salary schedule, written "pre-approval" from the superintendent must be received. Graduate coursework shall be approved if (a) the coursework applies to a Master's Degree program or Advanced Certificate/Specialist Degree program in which the teacher is enrolled and is in the area of instruction in which the teacher is presently teaching, or (b) is in an area of instruction the teacher is qualified or attempting to qualify to teach in the district. Other coursework may be approved at the discretion of the superintendent.

- D. Transcripts or grade reports showing the credit earned to be applied to movement on the salary schedule must be submitted to the Superintendent no later than August 25.

26. Tuition Allotment for Graduate Courework

The Board shall make available the total amount of six thousand dollars (\$6,000.00) in 2008-2009 and 2009-2010 and ten thousand (10,000.00) in 2010-2011 for reimbursement for courses taken which are pre-approved by the superintendent or designee. Approval shall be granted to any course which is approved for movement on the salary schedule. Reimbursement shall be at the rate of ninety dollars (\$90.00) per credit hour which shall be paid after said course has been successfully completed and the teacher has been awarded a final grade of "B" or higher, and so long as the teacher is not reimbursed from some other source for the tuition. The maximum number of credit hours per teacher per year for reimbursement shall be six (6), and reimbursement shall be prorated if approved requests exceed the amount of money available.

If written approval has not been received within fourteen (14) calendar days of submittal, the teacher shall seek clarification from the superintendent regarding the reason for not having received notice of approval as of that date. If said course is denied, the teacher shall begin the Board of Education Appeal Process.

If the total amount of Six Thousand Dollars (\$6,000) or ten thousand (10,000.00) is not used in a given year, the difference shall be carried over to the next year.

27. INSURANCE

A. Health Insurance

For each full-time teacher who desires to participate, the Board shall contribute an amount each month toward a group health plan for single coverage.

- (1) In the 2008-09 school year, up to \$431.65 per month;
- (2) In the 2009-10 school year, up to \$534.93 per month; and
- (3) In the 2010-11 school year, up to \$573.92.

Participating teachers will pay any premiums in excess of these amounts. Regular part-time teachers shall receive pro rata benefits. All employees are subject to any eligibility requirements.

B. Dental Insurance

For each full-time teacher who desires to participate, the Board shall contribute an amount each month toward a group dental plan for single coverage.

- (1) In the 2008-09 school year, up to \$29.81 per month;

(2) In the 2009-10 school year, up to \$31.08 per month; and

(3) In the 2010-11 school year, up to \$33.00 per month.

Participating teachers will pay any premiums in excess of these amounts. Regular part-time teachers shall receive pro rata benefits. All employees are subject to any eligibility requirements.

C. Family/Spouse Insurance

Beginning in the third year of the agreement (2010-2011) the District will set up a family/spousal insurance pool to help defray the employees' cost for the insurance. The initial contribution to that pool will be \$80,000. Any teacher intending to take family/spousal insurance must notify the District and one of the Union's Co-Presidents no later than May 1, 2010. A teacher who makes such timely notification will have a chance to change he or her mind and not take the family/spousal insurance during the District's open enrollment period in July 2010.

The money in the family/spousal insurance pool will be divided on a proportionate basis if there is not enough money in the pool to cover the entire cost of the family/spousal insurance for the teacher electing such coverage. At the conclusion of this bargaining agreement, if there is any money remaining in the family/spousal insurance pool, the District recognizes that the Norridge Education Association retains the right to direct how that money will be expended in the parties succeeding bargaining agreement. This money will not be subject to discussion at the bargaining table with respect to the amount, or how much money the teachers are receiving from the District is the succeeding bargaining agreement. The only discussion about this money will concern how the teachers want to designate the expenditure of the money.

D. Vision and Medical Reimbursement

Each teacher will be reimbursed for up to three hundred twenty-five dollars (\$325.00) per year for work-related vision care, routine physical examination (pre-employment examination excepted), prescriptions, medical insurance deductibles, co-pays and individual employee dental bills. If an individual's total amount of \$325.00 is not used in a given year, the difference shall be carried over to the next year. Employees will be required to produce evidence of actual payment such as receipts and billings.

E. Life Insurance

The Board will pay the premium on a life insurance policy in an amount equal to the teacher's annual salary.

F. Insurance Committee

The teachers will form a committee which shall meet with the superintendent and/or his designees and any other persons or employees the superintendent may select (other than employees within this bargaining unit), to consider ways to reduce premiums and contain insurance costs and to provide input to the Board regarding health insurance coverage. Teachers from each school building shall be on the committee.

28. RETIREMENT

A. Use of Unused Sick Leave

The Board will pay teachers \$50.00 for unused sick days, up to a maximum of two hundred (200) days under the following conditions:

- (1) A teacher retires immediately into the Teacher Retirement System upon terminating his or her employment with the District;
- (2) The sick days which are compensated are not used for service credit in the Teacher Retirement System;
- (3) Teachers have at least fifteen (15) years of full-time continuous service with District 80 upon their retirement.

B. Additional Retirement Benefit

The Board will pay to retiring teachers a lump sum payment of two thousand dollars (\$2,000.00) under the following conditions:

- (1) The teacher retires immediately into the Teacher Retirement System upon terminating his or her employment with the District;
- (2) The teacher has twenty years (20) of continuous full-time service with the District (Board approved maternity and Board approved disability leaves do not constitute breaks in service);
- (3) The teacher gives notice, in writing, to the superintendent by January 1 of the year the teacher intends to retire and the teacher retires at the end of the school year unless otherwise mutually agreed upon by the Board and the teacher.

C. Retirement Award Pool

In an effort to provide recognition for our retirees, a pool will be created to provide a retirement award to be paid to recent retirees of District 80. In order to be eligible for this award a teacher must have announced their irrevocable intention to retire into the Illinois Teachers' Retirement System (TRS) no later than November 15, of their last year of

teaching in District 80, have at least 15 cumulative years of teaching experience in District 80 and must actually retire at the end of the year in their announcement.

During the first year of the collective bargaining agreement (CBA) \$48,000.00 will be placed in a Retirement Award Pool (RAP). Up to four (4) eligible teachers will be entitled to receive award for \$12,000 each after the first year. In the second year of the CBA, another \$48,000.00 will be placed in the RAP and four (4) more teachers will be eligible. A cumulative total of up to eight (8) teachers will be entitled to receive a retirement award of \$12,000.00 each by the conclusion of the second year of the CBA. During the final year of the CBA \$24,000.00 will be added to the RAP and two (2) more teachers will be eligible. A cumulative total of ten (10) eligible teachers will be entitled to receive a retirement award of \$12,000.00 each by the conclusion of the CBA. The retirement award will be paid to eligible teachers more than thirty (30) days after their last paycheck and sooner than sixty (60) days after their last work day. Both parties intend that the RAP payment will not be TRS creditable earnings.

If more teachers seek to retire and are eligible for the retirement award than allowed for by the CBA, then those with the most cumulative teaching experience in District 80 will receive the retirement award. Any teacher who announces their intent to retire and satisfies the criteria for a retirement award but will not receive a retirement award because there are more qualified teachers seeking the retirement award provided for by the CBA for that year, will be allowed to rescind their decision to retire if so desired by the teacher.

It is the intent of the parties that any unused money in the RAP at the end of any one year of the CBA will roll over to the next year of the CBA to be combined with the year's new contribution to the RAP for the payment of that year's retirement awards. At the conclusion of the CBA, if there is any money in the RAP, District 80 recognizes that the Norridge Education Association retains the right to direct how that money will be expended in the parties' succeeding CBA. This money will not be considered part of the District's contribution to a new "pool" of money to be negotiated for the succeeding CBA. This money will not be subject to discussion at the bargaining table with respect to amount, or how much money the teachers are receiving from the District for the succeeding CBA. The only discussion about this money will concern how the teachers want to designate the expenditure of the money.

29. SENATE BILL 27, PUBLIC ACT 94-04

The parties agree to defer the bargaining of the TRS cap issue until after TRS issues rules regarding the proper interpretation of SB27, PA 94-04. To trigger the bargaining of this issue, either party may make a demand to bargain at any time after TRS issues final rules. The present intent of the parties is that the employer shall not experience any penalty for payment to any teacher of any creditable earnings in excess of six percent (6%) and any bargaining anticipated by this clause shall result in this end. It is also the present intent of the parties to protect present benefits and retirement income and not to penalize any employee if not necessary to protect the

employer from penalty. When bargaining begins pursuant to a demand above there shall be no status quo as to any credible earnings which would result in a penalty to the employer by reason of the PA94-04 six percent (6%) earnings cap. The intent of the parties is an explicit waiver of status quo in this matter. The Union shall also have a right to strike over this issue notwithstanding any provision of the contract to the contrary and this issue shall be explicitly waived.

30. FAIR SHARE

During the term of this Agreement, all teachers covered by this Agreement who are not members of the NEA shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the NEA for the services rendered by the NEA in negotiating and administering this Agreement as the exclusive representative of the teachers covered by this Agreement, provided that such fair share fee shall not exceed the NEA dues (including IEA and NEA dues) uniformly required of members of the NEA. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the NEA. The NEA shall annually submit to the Board a list of the teachers covered by this Agreement who are not members of the NEA and an affidavit which specified the amount of the fair share fee as defined above. The fair share fee collected from non-members shall not be used for contributions related to the election of support of any candidate for political office or for a member-only benefit.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as *Chicago Teachers Union v. Hudson*, 105 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee and/or the responsibilities of the Association with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenants or teachings shall pay an amount equal to such fair share fee as defined above to a non-religious charitable organization mutually agreed upon by the teacher and the NEA/IEA. If the affected non-member and the NEA/IEA are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The NEA/IEA shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignments furnished under any such provisions.

31. GRIEVANCE PROCEDURE

A. Definitions

- (1) Any claim by the Association or by an affected teacher that there has been a violation or misapplication of the terms or conditions of this Agreement shall be a grievance.
- (2) As used in this Article, "days" means calendar days.
- (2) At least one (1) representative of the local or state association may be present at any meeting, hearing, appeal or other proceeding relating to the grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his supervisor and having a grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

B. Procedure

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

Step #1 The teacher or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Such grievance shall be filed within thirty (30) calendar days of when the teacher knows or should know of the event giving rise to the grievance. The supervisor shall arrange for a meeting with the teacher and the Association representative to take place within fourteen (14) days of the grievance being filed. The immediately involved supervisor shall provide a written answer to the aggrieved teacher and the Association within fourteen (14) days after the meeting. If no written decision has been given within fourteen (14) days, the grievance will be deemed to have been denied on the fifteenth (15th) day, unless the time for responding has been extended.

Step #2 If the grievance is not resolved at Step #1, then the Association or the teacher shall have the right to refer the grievance to the superintendent or his designee within ten (10) days after the Step #1 decision. The superintendent or designee shall arrange for a meeting with the teacher and/or the Association to take place within fourteen (14) days of receipt of the appeal. Upon conclusion of the meeting, the superintendent shall have fourteen (14) days in which to provide his/her written decision. If no written decision has been given within fourteen (14) days, the grievance will be deemed to have been denied on the fifteenth (15th) day, unless the time for responding has been extended.

Step #3 If the Association is not satisfied with the disposition of the grievance at Step #2 or the time limits expire without the issuance of the superintendent's written reply,

the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings, provided AAA shall be directed to furnish as potential arbitrators only those who have been admitted to the National Academy of Arbitrators. If a demand for arbitration is not filed within fourteen (14) days of the date for the Step #2 answer, then the grievance shall be deemed withdrawn.

- a. The arbitrator shall have no power to alter the terms of this Agreement.
- b. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration and the AAA shall be divided equally between the Board and the Association.
- c. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.

If the Association and the superintendent agree, Step #1 of the grievance procedure may be bypassed and the grievance brought directly to Step #2.

32. NO STRIKE CLAUSE

The Association agrees that there will be no strike, withholding of services or other refusal to render full and complete services to the Board during the term of this Agreement.

33. COMPLETE UNDERSTANDING

The parties each voluntarily and unqualifiedly waive any rights which may otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this agreement. Subject matters not referred to in this agreement or statutes applicable to matters covered by this agreement shall not be considered as part of the agreement and remain exclusive board and/or administration prerogatives. The parties' waiver of any right to demand bargaining extends to any subject or matter which should have been known, anticipated or contemplated at the time the negotiators signed the agreement.

34. DURATION

The contract will be effective the first day of the 2008-09 school year and shall continue until the day before the start of the 2010-11 school year.

BOARD OF EDUCATION OF NORRIDGE
SCHOOL DISTRICT NO. 80

By: _____
President

Dated: _____

THE NORRIDGE EDUCATION ASSOCIATION,
IEA-NEA

By: _____
President

Dated: _____

By: _____
Secretary

Dated: _____

September 1, 1997

Ms. Wendy Shrake and Ms. Eileen Keith
Presidents of the Norridge Education Association, IEA-NEA

Re: Duty Free Lunch

Dear Ms. Shrake and Ms. Eileen Keith:

Teachers whose assignments require them to travel from one school to another during the regular school day shall be permitted ten (10) minutes to do so, and this ten (10) minutes shall not be counted toward these teachers' duty free lunches.

Eleanor Galati, President of the Board of Education of Norridge School District No. 80

Norridge School District 80

2008-2009

| Lane 1 B.A. | Lane 2 B.A. + 16 | Lane 3 M.A. | Lane 4 M.A. + 16 | Lane 5 M.A. + 24 | Lane 6 M.A. + 36 | Lane 7 M.A. + 48 |
|----------------|------------------------|----------------|------------------------|------------------------|------------------------|------------------------|
| \$41,900 | \$44,200 | \$48,499 | \$51,299 | \$54,199 | \$55,299 | \$56,629 |
| \$42,931 | \$45,292 | \$49,617 | \$52,470 | \$55,487 | \$56,597 | \$57,729 |
| \$43,923 | \$46,285 | \$50,730 | \$53,583 | \$56,600 | \$57,710 | \$58,842 |
| \$44,916 | \$47,278 | \$51,843 | \$54,696 | \$57,713 | \$58,823 | \$59,955 |
| \$45,909 | \$48,271 | \$52,956 | \$55,809 | \$58,826 | \$59,936 | \$61,068 |
| \$46,902 | \$49,263 | \$54,069 | \$56,922 | \$59,939 | \$61,049 | \$62,181 |
| \$47,894 | \$50,256 | \$55,182 | \$58,035 | \$61,052 | \$62,162 | \$63,294 |
| \$48,887 | \$51,249 | \$56,295 | \$59,148 | \$62,165 | \$63,275 | \$64,407 |
| \$49,880 | \$52,242 | \$57,408 | \$60,261 | \$63,278 | \$64,388 | \$65,520 |
| \$50,873 | \$53,234 | \$58,521 | \$61,374 | \$64,391 | \$65,501 | \$66,633 |
| \$51,865 | \$54,227 | \$59,634 | \$62,487 | \$65,504 | \$66,614 | \$67,746 |
| \$52,858 | \$55,220 | \$60,747 | \$63,600 | \$66,617 | \$67,727 | \$68,859 |
| | | \$61,860 | \$64,713 | \$67,730 | \$68,840 | \$69,972 |
| | | \$62,973 | \$65,826 | \$68,843 | \$69,953 | \$71,085 |
| | | \$64,086 | \$66,939 | \$69,956 | \$71,066 | \$72,198 |
| | | \$65,199 | \$68,052 | \$71,069 | \$72,179 | \$73,311 |
| | | | \$69,165 | \$72,182 | \$73,292 | \$74,424 |
| | | | \$70,278 | \$73,295 | \$74,405 | \$75,537 |

5% Increase For Longevity

Norridge School District 80
2009-2010

| | Lane 1 | Lane 2 | Lane 3 | Lane 4 | Lane 5 | Lane 6 | Lane 7 |
|--------------|----------|--------------|----------|--------------|--------------|--------------|--------------|
| | B.A. | B.A. + 16 | M.A. | M.A. + 16 | M.A. + 24 | M.A. + 36 | M.A. + 48 |
| STEPS | | | | | | | |
| 1 | \$43,150 | \$45,400 | \$50,299 | \$53,149 | \$56,249 | \$57,299 | \$58,900 |
| 2 | \$44,205 | \$46,631 | \$51,408 | \$54,376 | \$57,450 | \$58,616 | \$60,026 |
| 3 | \$45,292 | \$47,783 | \$52,593 | \$55,617 | \$58,815 | \$59,992 | \$61,192 |
| 4 | \$46,339 | \$48,831 | \$53,773 | \$56,797 | \$59,995 | \$61,172 | \$62,372 |
| 5 | \$47,386 | \$49,878 | \$54,953 | \$57,976 | \$61,175 | \$62,351 | \$63,552 |
| 6 | \$48,434 | \$50,926 | \$56,132 | \$59,157 | \$62,355 | \$63,531 | \$64,732 |
| 7 | \$49,482 | \$51,972 | \$57,312 | \$60,336 | \$63,534 | \$64,711 | \$65,911 |
| 8 | \$50,528 | \$53,020 | \$58,492 | \$61,516 | \$64,714 | \$65,891 | \$67,091 |
| 9 | \$51,576 | \$54,068 | \$59,672 | \$62,696 | \$65,894 | \$67,071 | \$68,271 |
| 10 | \$52,623 | \$55,115 | \$60,851 | \$63,876 | \$67,074 | \$68,250 | \$69,451 |
| 11 | \$53,671 | \$56,162 | \$62,031 | \$65,055 | \$68,253 | \$69,430 | \$70,630 |
| 12 | \$54,718 | \$57,209 | \$63,211 | \$66,235 | \$69,433 | \$70,610 | \$71,810 |
| 13 | | | \$64,390 | \$67,415 | \$70,613 | \$71,790 | \$72,990 |
| 14 | | | \$65,571 | \$68,595 | \$71,793 | \$72,969 | \$74,170 |
| 15 | | | \$66,750 | \$69,775 | \$72,973 | \$74,149 | \$75,350 |
| 16 | | | \$67,930 | \$70,954 | \$74,152 | \$75,329 | \$76,529 |
| 17 | | | | \$72,134 | \$75,332 | \$76,509 | \$77,709 |
| 18 | | | | \$73,314 | \$76,512 | \$77,689 | \$78,889 |

5.5% Increase For Longevity

Norridge School District 80

2010-2011

| STEPS | Lane 1 | Lane 2 | Lane 3 | Lane 4 | Lane 5 | Lane 6 | Lane 7 |
|-------|----------|--------------|----------|--------------|--------------|--------------|--------------|
| | B.A. | B.A. + 16 | M.A. | M.A. + 16 | M.A. + 24 | M.A. + 36 | M.A. + 48 |
| 1 | \$44,499 | \$46,598 | \$51,849 | \$54,924 | \$58,314 | \$58,984 | \$60,974 |
| 2 | \$45,739 | \$48,123 | \$53,316 | \$56,337 | \$59,623 | \$60,736 | \$62,433 |
| 3 | \$46,856 | \$49,428 | \$54,491 | \$57,638 | \$60,896 | \$62,132 | \$63,627 |
| 4 | \$48,009 | \$50,649 | \$55,748 | \$58,953 | \$62,343 | \$63,591 | \$64,863 |
| 5 | \$49,118 | \$51,760 | \$56,998 | \$60,204 | \$63,594 | \$64,841 | \$66,113 |
| 6 | \$50,228 | \$52,870 | \$58,249 | \$61,453 | \$64,845 | \$66,091 | \$67,364 |
| 7 | \$51,339 | \$53,981 | \$59,499 | \$62,705 | \$66,095 | \$67,342 | \$68,615 |
| 8 | \$52,450 | \$55,089 | \$60,750 | \$63,955 | \$67,345 | \$68,593 | \$69,865 |
| 9 | \$53,559 | \$56,200 | \$62,001 | \$65,206 | \$68,596 | \$69,843 | \$71,115 |
| 10 | \$54,670 | \$57,311 | \$63,251 | \$66,457 | \$69,847 | \$71,094 | \$72,366 |
| 11 | \$55,779 | \$58,421 | \$64,501 | \$67,708 | \$71,097 | \$72,344 | \$73,617 |
| 12 | \$56,890 | \$59,531 | \$65,752 | \$68,957 | \$72,347 | \$73,595 | \$74,867 |
| 13 | | | \$67,003 | \$70,208 | \$73,598 | \$74,846 | \$76,118 |
| 14 | | | \$68,252 | \$71,459 | \$74,849 | \$76,096 | \$77,368 |
| 15 | | | \$69,504 | \$72,710 | \$76,100 | \$77,346 | \$78,619 |
| 16 | | | \$70,754 | \$73,961 | \$77,350 | \$78,597 | \$79,870 |
| 17 | | | | \$75,210 | \$78,600 | \$79,848 | \$81,120 |
| 18 | | | | \$76,461 | \$79,851 | \$81,099 | \$82,371 |

6% Increase For Longevity

Norridge School District 80

| | 2008-2009 | 2009-2010 | 2010-2011 |
|--------------------------|------------|------------|------------|
| After School Coordinator | \$3,276.00 | \$3,472.56 | \$3,680.91 |
| After School/hr | \$32.24 | \$34.17 | \$36.22 |
| Band Director | \$7,888.53 | \$8,361.84 | \$8,863.55 |
| 7th Grade Basketball | \$1,972.68 | \$2,091.04 | \$2,216.50 |
| 8th Grade Basketball | \$1,972.68 | \$2,091.04 | \$2,216.50 |
| Camera Club | \$985.77 | \$1,044.92 | \$1,107.61 |
| Cheerleading | \$985.77 | \$1,044.92 | \$1,107.61 |
| Dance Club | \$985.77 | \$1,044.92 | \$1,107.61 |
| Drama Club | \$908.54 | \$963.05 | \$1,020.84 |
| Jazz Band | \$1,973.60 | \$2,092.02 | \$2,217.54 |
| lunch attendant/day | \$17.05 | \$18.07 | \$19.16 |
| Pon Pons | \$985.77 | \$1,044.92 | \$1,107.61 |
| Soccer | \$1,183.38 | \$1,254.38 | \$1,329.65 |
| Softball | \$1,972.68 | \$2,091.04 | \$2,216.50 |
| Student Council | \$985.77 | \$1,044.92 | \$1,107.61 |
| Summer Coordinator | \$3,944.85 | \$4,181.54 | \$4,432.43 |
| Summer School/hr | \$32.24 | \$34.17 | \$36.22 |
| Talent/Variety Show | \$908.54 | \$963.05 | \$1,020.84 |
| 7th Grade Volleyball | \$1,972.68 | \$2,091.04 | \$2,216.50 |
| 8th Grade Volleyball | \$1,972.68 | \$2,091.04 | \$2,216.50 |
| Yearbook | \$985.77 | \$1,044.92 | \$1,107.61 |
| Hourly Rate | \$32.24 | \$34.17 | \$36.22 |