STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

In the Matter of:	)	
	)	
Niles Township Federation of Teachers, Local 1274, IFT-AFT, AFL-CIO,	)	
	)	
Complainant,	)	
	)	
and	)	Case No. 2006-CA-0024-C
	)	
Niles Township High School District 219,	)	
	)	
Respondent.	)	

OPINION AND ORDER

On June 30, 2006, an Administrative Law Judge ("ALJ") of the Illinois Educational Labor Relations Board ("IELRB") issued a Recommended Decision and Order in this case. The ALJ determined that Niles Township High School District 219 ("District") violated Section 14(a)(1) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1 et seq., by failing to reappoint David Genis as boys' head basketball coach for 2005-06 because Niles Township Federation of Teachers, Local 1274, IFT-AFT, AFL-CIO ("Federation") assisted Genis in a disciplinary matter.

The District filed timely exceptions to the ALJ's Recommended Decision and Order, in which it incorporated its post-hearing brief. The Federation filed a timely response to the exceptions.

We have considered the ALJ's Recommended Decision and Order, the District's exceptions, the District's post-hearing brief, and the Federation's response. We have also considered the record and applicable precedents. For the reasons in this Opinion and Order, we affirm the ALJ's Recommended Decision and Order.

I.

The District disputes various findings of fact made by the ALJ. The District contends that the ALJ relied on the testimony of the Federation's witnesses and not of the District's witnesses. The Federation argues that the ALJ's findings of fact are supported by the record.

We find that, except as modified in this Opinion and Order, the ALJ's findings of fact are supported by the record and that the inferences that she drew are appropriate. With respect to the witnesses' credibility, the IELRB has stated:

> Because the Hearing Officer sees the witnesses and hears them, we will accord substantial deference to the Hearing Officer's credibility resolutions. Accordingly, we will not overturn them unless they are against the clear preponderance of the relevant evidence.

Illinois State Scholarship Commission, 2 PERI 1125 at VII-372, Case No. 85-RC-0004-C (IELRB, September 26, 1986). Therefore, we adopt the ALJ's findings of fact as modified in this Opinion and Order. In order to assist the reader, we restate the facts to the extent necessary to decide the issues presented.

Following the dismissal of certain non-tenured teachers prior to the events in this case, the Superintendent told Federation president Dan Montgomery that, if the Federation wanted any input, the Federation representatives would have to get Type 75 certificates (an administrative certificate).

Genis was employed by the District as a science teacher and boys' head basketball coach.[1] Genis's teams had a successful record. Until the February 10, 2005 incident discussed below, Steve Heuerman, the Director of Physical Welfare at Niles West High School, never complained about Genis's performance as a basketball coach. After Genis's second year (2003-04), Heuerman told him that he was taking things too personally and needed to lighten up.

Genis and Heuerman met weekly in Heuerman's office. When issues concerning Genis were raised by students, parents, or other coaches, Heuerman would investigate, talk to Genis, and hold meetings. During Genis's five years as a basketball coach under Heuerman, Heuerman never evaluated him in writing.

On February 10, 2005, Niles West High School held a student activities night, which Genis attended. When Genis checked the printed schedule for summer sports camps, he saw that there was a scheduling conflict between the football and basketball camps. Genis became angry. During Fall 2004, he had discussed with the football coach when that coach planned to schedule his football camp, and had chosen a different time for basketball camp based on that coach's plans.

[1] As boys' head basketball coach, Genis was compensated for supervising the summer basketball camp. (Joint Exhibit 29-A at 105). Within the last six or seven years, the summer basketball camp has been administered by the Skokie Park District, under an agreement between the school and the Park District. (Joint Exhibit 29-A at 106-07, 142; Joint Exhibit 29-C at 17). Supervising summer basketball camp is not listed among the extracurricular activities in the collective bargaining agreement between the District and the Federation. (Joint Exhibit 2). Coaches supervising in the summer camp work with the athletic directors. (Joint Exhibit 29-A at 142).

Genis went immediately to Heuerman's office to express his anger. Heuerman was in his office, and another staff member was in a nearby office. The area around Heuerman's office was otherwise empty.

Genis told Heuerman that this was "a bunch of crap." Heuerman asked Genis what he was talking about. Genis gave Heuerman copies of pages from the schedule that showed the conflict and asked loudly and angrily how it had happened. Heuerman said that he didn't know. Raising his voice, Genis said that he was tired of dealing with the situation with the football coach. Heuerman suggested that Genis talk to the football coach. Genis responded that he had done that for three years, and that it was useless. He loudly stated that Heuerman had wanted a conflict between boys' football and boys' basketball and had gotten it. Heuerman stood up, came out from behind his desk, and told Genis that he was bordering on unprofessionalism. He said that he would talk to the football coach. Genis told Heuerman that that wouldn't do any good, because the football coach "does whatever the fuck he wants." There was no disagreement among the participants in this case that Genis's conduct during this meeting was inappropriate, unprofessional behavior.

The next day, Heuerman told his supervisor, Niles West High School Principal Dale Vogler, about the incident. Heuerman said that Genis had come to his office "yelling, using profanity…out of control." Vogler decided to call a supervisory conference.[2]

In addition to Genis, Federation building representative Cameron Slife received notice of the supervisory conference. Slife called Genis about the conference, and Genis called Heuerman. During their conversation, Genis asked Heuerman whether he was planning on using this to remove him as basketball coach, and Heuerman said no. (Transcript page 47). In addition, Slife, as Federation representative, met with Heuerman to discuss the February 10 incident.

The supervisory conference was scheduled for late morning on February 16, 2005. Prior to the conference, Federation Executive Vice-President Steve Grossman asked Heuerman if he could discuss the purpose of the conference with him. When Grossman asked Heuerman what his intentions were and whether he was trying to get rid of Genis as the basketball coach, Heuerman said no.

[2] Article IV, Section 7 of the parties' collective bargaining agreement refers to a supervisory conference as "any conference with an administrator in which charges which might result in dismissal are to be made and discussed as such." (Joint Exhibit 2).

At the supervisory conference, Heuerman said that, during the February 10 incident, Genis had raised his voice and used profanity, and that he expected Genis to conduct himself in a professional manner. Genis acknowledged that he had raised his voice and used profanity. He said that his comments had not been directed at Heuerman, and that he was sorry if they had been perceived as personal. He said that he had been frustrated by the situation with the football coach. Vogler told Genis not to repeat the conduct. There was no discussion concerning whether a supervisory conference was appropriate. The possibility that Genis might be removed as basketball coach was not raised.

Immediately after the meeting adjourned, Slife asked Vogler if they could return to Vogler's office so that he could be sure that the supervisory conference was specific to Genis's role as coach. Vogler confirmed that it was.

At a separate meeting, Federation President Dan Montgomery told Assistant Superintendent Nanciann Gatta that a supervisory conference was being held at Niles West High School that the Federation believed was inappropriate, because it had nothing to do with the employee's teaching career, but was related to his basketball coaching. Gatta said she would look into it.

On February 24, 2005, a regularly scheduled Union/Administration executive meeting was held, at which several issues were discussed, including the Genis matter. On the Genis matter, the Federation reiterated its position that a supervisory conference was related only to a teaching issue, not to a stipend or extracurricular activity, and that, therefore, was inappropriate in Genis's case. The Federation also contended that the Principal and the Director of Physical Welfare had said that they did not intend to dismiss Genis as coach, so that a supervisory conference became an excessive response to the situation. The Federation did not want the incident to affect Genis's teaching career. Gatta said that she wanted Vogler and Heuerman present before deciding how to proceed. Therefore, another meeting was scheduled.

The meeting took place on March 3, 2005. At the meeting, Vogler and Heuerman told how they felt about the February 10 incident and why it was important to document the supervisory conference. They each stated that they had no intention of removing Genis as basketball coach. Eventually, the parties agreed that the supervisory conference would be redesignated as a simple conference, that the incident would be documented on an extracurricular evaluation form, and that Genis would write an apology to Heuerman. There was no agreement on whether the incident would be documented in Genis's teaching

evaluation. The Federation said it would file a grievance if the District used Genis's teaching evaluation to document an incident that occurred in his role as coach. Montgomery and Grossman said, "We are not standing in your way of supervising Genis, we just want to preserve the supervisory conference and teacher evaluation process per Contract."

At the conclusion of the meeting, Superintendent Neil Codell said that, if there were no supervisory conference, it would appear that there were no consequences for Genis's behavior. He said that he was concerned that people would need to see some discipline of Genis, and that he would consider possibly removing him as head coach. He stated that the deletion of the word "supervisory" from the meeting's designation did not preclude the District from removing Genis as basketball coach at the end of the season. This was the first time any District administrator had raised the possibility that Genis might lose his coaching job. Montgomery and Grossman became visibly agitated. Montgomery said, "Let's not go there," and again summarized the agreement the parties had reached during the meeting.

On March 7, 2005, Slife told Genis the results of the meeting. Slife also told Genis that there was "talk of the possibility of them removing you as basketball coach."

Genis immediately called Heuerman, who said, "We're going to take a look at everything after the sectionals are over." Genis asked if he could meet with Heuerman that day, and Heuerman agreed. Genis also called Codell. Codell told him to repair his relationship with Heuerman and everything would be okay. Codell said, "I also have to let you know that it was your union that offered this suggestion to us."

When Heuerman and Genis met, Heuerman talked about his disappointment in the outcome of the season. He said that he would resolve the question of Genis's continuing as coach by talking to his assistant coaches and players, and that he and Genis would talk again in two weeks.

Between March 7 and March 23, 2005, the head baseball coach visited Heuerman and told him that he would hate to see Genis lose his job as basketball coach. Both of Genis's captains and several other players came to see Heuerman on Genis's behalf. One of the seniors wrote a letter expressing support for Genis. Genis's assistant coach complained that Genis did not prepare practice plans and did not watch videotapes of opponents' games.

On March 23, 2005, Genis met with Heuerman to discuss his post-season coaching evaluation. Attached to the evaluation was the summary of the February 16 meeting and Genis's letter of apology. The

evaluation rated Genis "below standard" in some of the categories and did not rate him "exceeds requirements" in any of the categories. (Joint Exhibit 4).

One incident mentioned in the evaluation was an occurrence where an ineligible player had dressed for a basketball game. The day after the incident Genis explained to Heuerman, who had been in the stands, that he did not notice that the player had suited up until the team was on the court in a pre-game practice session. The locker room where Genis's team dressed was configured in such a way that Genis could not see all of his players when he spoke to them before they went onto the court. Genis decided not to order the player back into street clothes because the player's family and friends were present, and he did not want to embarrass him. Instead, he sat the ineligible player at the end of the team's bench and did not permit him to play. When Genis explained his reasons to Heuerman the day following the game, Heuerman merely said, "okay."

In the evaluation, under "Communication with coaches," Heuerman wrote, "Staff needs to meet more often to discuss program strengths and weaknesses, personel [sic] and fundamentally [sic]." (Joint Exhibit 4). Heuerman had never told Genis that there were shortcomings in his conduct as basketball coach or his meeting with coaches. (Transcript pages 52, 63-64). Under "Public Relations," Heuerman wrote, "Room for improvement. Dave needs to allow others to feel they are positive contributors. Coaches, secretary, staff." (Joint Exhibit 4). Under "Game Preparation," Heuerman wrote, "Teamwork skills need to be emphasized. Students need to feel stronger about team concept." (Joint Exhibit 4). Under "Communication with players," Heuerman wrote, "Players need to be instructed that the team comes first and that individually the player is second." (Joint Exhibit 4). Under "Attitude of the team," Heuerman wrote, "Team felt it was their fault for second half drop in progress." (Joint Exhibit 4).

Under "Relationships," Heuerman wrote, "Director/coach communication must improve over situations that come up during season." (Joint Exhibit 4). This comment presumably referred to an incident where a freshman coach called Genis to tell him that the reason that he had failed to appear for a Saturday morning game was that he had overslept. Genis had already noticed that the freshman coach was absent and had stepped in to substitute for him. Heuerman learned about the incident sometime later and questioned Genis about it. Heuerman told Genis that he wanted to be notified when his assistants did not show up for work, and Genis said that he would do that.

At the end of the March 23 meeting, Heuerman handed Genis the evaluation, told him he would not be reappointed as coach, and said, "We're going to go in a different direction." Heuerman recommended to Vogler that Genis not be reappointed as boys' head basketball coach.

At the IELRB hearing, Codell testified as to the reasons Heuerman and Vogler recommended Genis's non-reappointment. Codell listed the incident where Genis did not inform Heuerman that one of his assistant coaches had missed a game, the incident where an ineligible player was allowed to remain dressed, and the February 10 incident. Codell did not mention the other reasons referred to by Heuerman in Genis's evaluation. Codell also listed reasons that were not referenced by Heuerman. Specifically, Codell mentioned an incident with a student over a warm-up suit that the student had refused to return and another incident with the parent of an African-American student. (Transcript pages 295-96). In the case of the warm-up suit incident, Heuerman testified that he believed Genis's account.

On May 10, 2005, the Federation filed a grievance concerning Genis's non-reappointment as boys' head basketball coach. (Joint Exhibit 7). The District denied the grievance at the Principal, Superintendent and Board of Education levels of the grievance procedure. (Joint Exhibits 8, 10, 12). On August 4, 2005, the Federation referred the grievance to arbitration. (Joint Exhibit 13). On November 16, 2005; December 2, 2005; and January 31, 2006, arbitrator Elliott H. Goldstein conducted a hearing on the grievance. (Joint Exhibits 29-A, 29-B, 29-C).

There is no specific provision in the collective bargaining agreement between the Federation and the District that limits the remedies that can be awarded for the non-renewal of stipend extracurricular positions. (Joint Exhibit 2).

II.

Initially, the ALJ declined to refer the matter to arbitration. On the merits, she concluded that the Federation had established a strong prima facie case. She determined that the reasons offered by the District for Genis's non-reappointment were not relied on and were pretextual. Therefore, she concluded that the District violated Section 14(a)(1) of the Act. She determined that the appropriate remedy was for the District to offer Genis reinstatement as boys' head basketball coach and to make him whole for the period that he was not employed in that position.

III.

The District argues that the Federation did not establish a prima facie case. The District asserts that no adverse action occurred because Genis had no right to his position for the 2005-06 school year. The District contends that no credible evidence exists that the Federation's activity on Genis's behalf caused the District's action. The District argues that Genis had numerous deficiencies in his performance as coach. The District argues that, even if the Federation established a prima facie case, the District has presented other legitimate reasons for not renewing Genis as coach and has proven that it would have taken the same actions regardless of the Federation's involvement in his discipline. The District argues that the decision to non-renew Genis was within its discretionary authority. The District contends that the Federation has not established that the non-renewal of Genis would chill union members in the exercise of their protected concerted rights.

The District contends that the remedy awarded by the ALJ is not consistent with policy considerations prohibiting double remedies and the parties' agreement in the collective bargaining agreement not to provide a remedy for the non-renewal of stipend extracurricular positions. The District argues that it would be improper for the IELRB to award a remedy, given the discretionary power of school districts to make such decisions and the fact that Genis had no property rights in his extracurricular position. The District argues that it would also be inappropriate for the IELRB to award damages because the Federation acted in bad faith. The District asserts that Genis is not due lost wages for summer basketball camp.[3]

In addition to arguing that the fact findings by the ALJ are supported by the record, the Federation contends that there is no serious issue of law. [4]

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[3] The District incorporated in its exceptions its post-hearing brief, in which it argued that the unfair labor practice charge should have been referred to arbitration. We decline to refer this case to arbitration. In *Board of Trustees of University of Illinois*, 15 PERI 1053, Case No. 97-CA-0034-C (IELRB, May 14, 1998), the IELRB decided that cases involving alleged violations of the Act other than Section 14(a)(5) should not be referred to arbitration. The IELRB reasoned that the language in Section 14(a)(5) providing for referral to arbitration does not appear in other sections, and that the determination of whether an unfair labor practice has occurred with respect to the exercise of statutory rights cannot be referred to an arbitrator. The IELRB reversed as to this issue the decision of the Administrative Law Judge in the case on which the District relies, *Board of Trustees of University of Illinois*, 13 PERI 1105, Case No. 97-CA-0034-C (IELRB ALJ, July 24, 1997).

[4] The Federation argues that the document filed by the District does not constitute exceptions because the District largely has refilled its brief to the ALJ. However, assuming that this is the case, this is not a valid

IV.

Section 14(a)(1) of the Act prohibits educational employers and their agents or representatives from "[i]nterfering, restraining or coercing employees in the exercise of the rights guaranteed under this Act." We conclude that the District violated Section 14(a)(1) by non-renewing Genis as boys' head basketball coach.

In Section 14(a)(1) cases involving alleged employer retaliation for protected activity, a prima facie case is established by showing that the employee's activity was protected and concerted, that the employer knew of the protected concerted activity, and that the adverse employment action was motivated by the employee's protected concerted activity. *Neponset Community Unit School District No. 307*, 13 PERI 1089, Case No. 96-CA-0028-C (IELRB, July 1, 1996). Under this standard, the Federation has established a prima facie case.

Here, Genis engaged in protected concerted activity when the Federation advocated on his behalf. The District was necessarily aware of the protected concerted activity. The District's non-renewal of Genis as boys' head basketball coach constituted adverse action regardless of whether Genis had a right to the position.

The Federation has also shown that the District's failure to reappoint Genis as boys' head basketball coach was motivated by Genis's protected concerted activity. Improper motivation may reasonably be inferred from a variety of factors, including employer expressions of hostility toward protected concerted activity, together with knowledge of the employee's protected concerted activity; timing; disparate treatment of employees or a pattern of targeting employees who engage in protected concerted activity; inconsistencies between the reason offered by the employer for the adverse action and other actions of the employer; and shifting explanations for the adverse action. *See City of Burbank v. ISLRB*, 128 Ill.2d 335, 538 N.E.2d 1146 (1989); *Neponset*.

Here, hostility toward protected concerted activity was expressed in the Superintendent's statement that, if the Federation wanted any input, the Federation representatives would have to get Type

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ground for rejecting a document as exceptions. Nothing prohibits a losing party from making the same arguments to the IELRB as it made to the ALJ. In fact, the IELRB has stated that, as a quasi-adjudicatory body, it will not consider issues not raised to the ALJ. *Paxton-Buckley-Loda Education Association*, 13 PERI 1114, Case No. 94-CB-0009-S (IELRB, August 28, 1997), *aff'd*, 304 Ill.App.3d 343, 710 N.E.2d 538 (4th Dist. 1999) (issue not considered by court); *Chicago Board of Education*, 6 PERI 1052, Case Nos. 90-CA-0012-C, 90-CA-0013-C (IELRB, March 14, 1990).

75 certificates. In addition, Superintendent Codell's statement that "it was your union that offered this suggestion to us" reflected that the Federation's involvement was uppermost in his mind. Codell's statement also reflected hostility toward the Federation by blaming the Federation for a suggestion that in fact came from himself.[5]

The timing of the District's action is suspicious: the first suggestion that Genis might be removed as boys' head basketball coach occurred at the last of the meetings at which the Federation successfully advocated on Genis's behalf, and Heuerman told Genis of his decision within three weeks of that meeting. The decision to remove Genis as boys' head basketball coach was inconsistent with the previous statements of Heuerman and Vogler that they had no intention of removing Genis. The District presented shifting explanations for Genis's non-reappointment in that, when he first suggested that Genis might not be renewed as boys' head basketball coach, Codell said that people would need to see some discipline of Genis for the February 10 incident. The District later produced other reasons. There were some differences in the reasons Superintendent Codell and Heuerman gave for the non-reappointment.

Once a complainant has established a prima facie case, the burden shifts to the employer to show that it would have taken the same action in the absence of the protected concerted activity. *Neponset*. If the employer offers a legitimate business reason for the adverse action, it must be determined whether that reason is bona fide or pretextual. *See City of Burbank*. If the suggested reason is a figment created for litigation or was not relied on, then it is a pretext, and a violation is found. *See id*. Where the employer offers a legitimate reason and is determined to have relied on it in part, then the case is one of "dual motive," and the employer must prove by a preponderance of the evidence that it would have taken the same action notwithstanding the employee's protected concerted activity. *See id*.

The reasons that the District offered for Genis's non-renewal were pretextual. The fact that the Diatrict's reasons for non-renewing Genis shifted suggests that those reasons were not in fact relied upon. Until the February 10, 2005 incident, Heuerman never complained about Genis's performance as a basketball coach. Even after that incident, both Heuerman and Vogler stated that they had no intention of removing Genis as basketball coach. As to the incident in which an ineligible player was allowed to remain

[5] While Grossman asked Heuerman whether he was trying to get rid of Genis as the basketball coach, this was an inquiry rather than a suggestion that the District take that action. The ALJ did not find that, as District witnesses testified, Federation officials commented that they were not concerned with what the District did to Genis as coach, so long as his teaching career was not affected.

dressed, Heuerman merely said "okay" when Genis explained his reasons the following day. Therefore, that is an incident that was not viewed as significant until after the Federation successfully advocated on Genis's behalf. The discussion between Heuerman and Genis over reporting when an assistant coach was absent was merely an instruction or "job discussion." Genis agreed to report such absences, and there were no further incidents, yet this was cited as a reason for Genis's non-renewal.

For the above reasons, we conclude that the District violated Section 14(a)(1) of the Act by non-reappointing Genis as boys' head basketball coach.[6]

V.

The District also disputes the remedy in this case. We determine that the remedy awarded by the ALJ—reinstatement of Genis as boys' head basketball coach and make whole relief—is proper.

The District questions the IELRB's authority to award a remedy. However, Section 15 of the Act empowers the IELRB to remedy unfair labor practices, including taking affirmative action. The purpose of the IELRB in devising a remedy is to provide make whole relief that places the parties in the same position as they would have been in if the unfair labor practice had not occurred. *Paxton-Buckley-Loda Education Association v. IELRB*, 304 Ill.App.3d 343, 710 N.E.2d 538 (4th Dist. 1999). The IELRB has "substantial flexibility and wide discretion" in working toward this goal. *Id.*, 304 Ill.App.3d at 353, 710 N.E.2d at 546.

The District argues that the remedy awarded by the ALJ is not consistent with policy considerations prohibiting double remedies. We will ensure in compliance proceedings that Genis does not receive a double remedy from the IELRB and from the arbitrator.

The District also argues that the remedy awarded by the ALJ is contrary to the parties' agreement in the collective bargaining agreement not to provide a remedy for the non-renewal of stipend extracurricular positions. However, the District points to no specific provision in the collective bargaining agreement, nor is there any such provision. Moreover, a restriction on contractual remedies would not limit the remedies that could be awarded in IELRB proceedings.

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[6] The District also contends that the decision to non-renew Genis was within its discretionary authority, and that the Federation has not established that the non-renewal of Genis would chill union members in the exercise of their protected concerted rights. However, an employer may not exercise its discretion in a manner that is prohibited by the Act. *See Board of Education, City of Peoria School District No. 150 v. IELRB*, 318 Ill.App.3d 144, 741 N.E.2d 690 (4th Dist. 2000); *Bloom Township High School District 206 v. IELRB*, 312 Ill.App.3d 943, 728 N.E.2d 612 (1st Dist. 2000). In addition, an employer's act of retaliation against an employee for engaging in protected concerted activity can in itself be reasonably inferred to have a chilling effect on employees in the exercise of their statutory rights.

However, we agree with the District's argument that Genis is not due lost wages for summer basketball camp. Summer basketball camp is a program administered by the Skokie Park District, rather than by the District, and is not governed by the collective bargaining agreement between the District and the Federation.

VI.

Niles Township High School District 219 violated Section 14(a)(1) of the Act by non-renewing David Genis as boys' head basketball coach. The ALJ's Recommended Decision and Order is affirmed.

Therefore, **IT IS HEREBY ORDERED** that Niles Township High School District 219:

1. Cease and desist from:

   (a) In any manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 3 of the Act.

2. Immediately take the following affirmative action to effectuate the policies of the Act:

   (a) Offer David Genis full reinstatement to the position he held as boys' head basketball coach at Niles Township High School District 219.

   (b) Make David Genis whole for the loss of any pay or benefits, with interest at a rate of seven percent per annum, resulting from the District's discriminatory non-renewal of him as boys' head basketball coach.

   (c) Preserve and, upon request, make available to the Board or its agents for examination and copying all records, reports and other documents necessary to analyze the amount of back pay or other compensation due under the terms of this Opinion and Order.

   (d) Post in all District buildings on bulletin boards or other places reserved for notices to employees copies of an appropriate Notice to Employees. Copies of this Notice, a sample of which is attached, shall be provided by the Executive Director. This Notice shall be signed by the District's authorized representative, posted immediately and maintained for 60 calendar days during which the majority of employees are working. The District shall take reasonable steps to ensure that said Notices are not altered, defaced, or covered by any other materials.

   (g) Notify the Executive Director in writing within 35 calendar days after receipt of this Opinion and Order of the steps taken to comply with it.

VII. Right to Appeal

This is a final order of the Illinois Educational Labor Relations Board. Aggrieved parties may seek judicial review of this Order in accordance with the provisions of the Administrative Review Law, except that, pursuant to Section 16(a) of the Act, such review must be taken directly to the appellate court of the judicial district in which the Board maintains an office (Chicago or Springfield). "Any direct appeal to the Appellate Court shall be filed within 35 days from the date that a copy of the decision sought to be reviewed was served upon the party affected by the decision," 115 ILCS 5/16(a).

Decided: March 13, 2007
Issued: March 15, 2007
Chicago, Illinois

/s/ Lynne O. Sered
Lynne O. Sered, Chairman

/s/ Ronald F. Ettinger
Ronald F. Ettinger, Member

/s/ Bridget L. Lamont
Bridget L. Lamont, Member

/s/ Michael H. Prueter
Michael H. Prueter, Member

/s/ Jimmie E. Robinson
Jimmie E. Robinson, Member

Illinois Educational Labor Relations Board
160 North LaSalle Street, Suite N-400
Chicago, Illinois 60601
Telephone: (312) 793-3170

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Niles Township High School District 219
Case No. 2006-CA-0024-C

Pursuant to an Opinion and Order of the Illinois Educational Labor Relations Board and in order to effectuate the policies of the Illinois Educational Labor Relations Act ("Act"), we hereby notify our employees that:

This Notice is posted pursuant to an Opinion and Order of the Illinois Educational Labor Relations Board issued after a hearing in which both sides had the opportunity to present evidence. The Illinois Educational Labor Relations Board found that we have violated the Act and has ordered us to inform our employees of their rights.

Among other things, the Act makes it lawful for educational employees to organize, form, join or assist employee organizations or engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection.

We assure our employees that:

WE WILL NOT interfere with, restrain or coerce employees in the exercise of rights guaranteed under the Act.

WE WILL offer David Genis full reinstatement to the position he held as boys' head basketball coach at Niles Township High School District 219.

WE WILL make David Genis whole for any loss of pay or benefits, with interest at a rate of 7% per annum, resulting from the District's discriminatory non-renewal of him as boys' head basketball coach.

NILES TOWNSHIP HIGH SCHOOL DISTRICT 219

By:_____Dated:_____
(Representative) (Title)

-NOTICES TO BE POSTED MUST BE OBTAINED
FROM THE EXECUTIVE DIRECTOR OF THE IELRB-

****SAMPLE****SAMPLE****SAMPLE****SAMPLE****SAMPLE****SAMPLE****

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