



**PROFESSIONAL AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE  
NORTH SHORE SCHOOL DISTRICT 112**

**AND**

**THE NORTH SHORE EDUCATION ASSOCIATION (NSEA)  
IEA/NEA**

**2014-2015**

**2015-2016**

**2016-2017**

**2017-2018**

**2018-2019**



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## ARTICLE 1

### RECOGNITION

#### 1.1 Agreement

This Agreement is between North Shore School District 112 Board of Education (herein referred to as the "Board") and North Shore Education Association, IEA/NEA, of District 112 (herein referred to as the "Association").

#### 1.2 Recognition

The Board recognizes the Association, an affiliate of the Illinois Education Association and the National Education Association, as the exclusive bargaining agent for all certified teachers (hereinafter "teacher[s]") of North Shore School District 112 who serve in positions requiring certification, under the *School Code* of Illinois, but specifically excluding Substitute Teachers, the Superintendent, Principals, Associate and Assistant Principals, paraprofessionals, all central office administrators and coordinators, supervisors, managers, and short-term and confidential personnel as defined in the *Illinois Educational Labor Relations Act*.

#### 1.3 Definitions

- A. "Day(s)" shall refer to calendar days unless expressly provided otherwise. "Work Day" (also sometimes referred to as "employment day") shall be defined to mean those days provided for in Section 3.2 of this Agreement regarding the "Teacher Work Year."
- B. "School Day" (also sometimes referred to as a "student day") shall be defined to mean those days on which student attendance is required by the District.
- C. "Business Day" shall be defined to mean those days on which the school administration office is open to the public.
- D. "Teacher" shall be defined to mean any member of the bargaining unit.
- E. "Full-Time Teacher" (also sometimes referred to as at least 1.0 full-time equivalent or 1.0 FTE) shall be defined to mean those members of the bargaining unit employed in a position which requires work for the full work year and for the entire school day, plus time before and after the school day, as defined pursuant to Section 4.2 of this Agreement regarding "Length of Work Day."
- F. "Part-Time Teacher" (also sometimes referred to as less than 1.0 full-time equivalent or less than 1.0 FTE) shall be defined to mean those members of the bargaining unit employed in a position which requires work for less than the entire work year and/or less than the entire school day (including time before and after the school day).

- G. "IELRA" and "IELRB" shall be defined to mean the *Illinois Educational Relations Act* (including applicable rules, regulations, and/or amendments), and the Illinois Educational Labor Relations Board, respectively.
- H. "Association President," "Superintendent," "Principal," and "Board of Education" shall, in all cases, include their respective appointed designees, except where otherwise provided.

## ARTICLE 2

### ASSOCIATION RIGHTS

#### 2.1 Fair Share Agreement

- A. Each teacher, as a condition of his/her employment, on or before thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of all members of the Association, including local, state, and national dues, provided the Association shall have complied with the rules and regulations of the IELRB regarding "Notice of Fair Share Fees."
- B. In the event that the teacher does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be remitted to the Association by the Board no later than ten (10) working days following deduction, subject to the rules and regulations of the IELRB regarding "Objections to Fair Share Fees."
- D. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The employer promptly gives notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
  - 2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article.
  - 1. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- F. The obligation to pay a fair share fee will not apply to any teacher who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such teacher is a member, or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee. In the event of religious-based or other properly served objections, the Board shall continue to deduct and transmit the fair share fee in accordance with the rules and regulations of the IELRB regarding "Escrow Accounts." In the case of religious-based objections, such teachers may be required to pay their fair share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. In absence of an agreement, the teacher may select a charitable organization from an IELRB approved list.

## **2.2 Association Meetings**

At the end of the prior school year, the Association President and the Superintendent shall meet to arrange a calendar for the purpose of reserving days for after-school Association meetings for the upcoming school year.

## **2.3 Administration-Association Meeting**

The Superintendent and the Personnel Administrator of the District and the President and Vice-President of the Association and any others, as determined by either party, shall meet at least once a month at a mutually agreeable time and place to discuss issues of common concern. Such discussions shall be deemed non-contractual in nature unless mutually agreed otherwise in writing.

## **2.4 Association Release Time**

### **A. Association President Release Time**

The person or persons holding the office of the Presidency of the Association shall be released from teaching duties in the total aggregate amount of one (1) day every week during the school term, with scheduling of such day (or lesser time increments thereof) to be agreed between the Association President(s) and the Superintendent or designee. He/she shall be considered a full-time teacher of the District with respect to the Illinois State Teachers' Retirement System, all fringe benefits, tenure status, seniority, and salary.

Such release time shall be used for the mutual benefit of the parties as determined by the President(s) of the Association.

The Association President(s) may request additional release time from the Superintendent. The Superintendent, in his/her sole discretion, may grant or deny a request for additional release time, with the Superintendent's decision being non-precedential.

### **B. Association Vice President Release Time**

The person or persons holding the office of the Vice Presidency of the Association shall be released from teaching duties in the total aggregate amount of one (1) day every month during the school term, with scheduling of such day (or lesser time increments thereof) to be agreed between the Association President(s) and the Superintendent or designee. He/she shall be considered a full-time teacher of the District with respect to the Illinois State Teachers' Retirement System, all fringe benefits, tenure status, seniority, and salary.

Such release time shall be used for the mutual benefit of the parties as determined by the President(s) of the Association.

## **2.5 Payroll Deductions**

### **A. Procedures for Membership Authorization**

Proper authorization for membership payroll deductions shall be the signature of the teacher on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the teacher cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1 of any school year, to be effective for such year.

### **B. Payment to Association**

Authorizations submitted to the Superintendent or his/her designee by the twentieth of any month shall become effective by the first pay period of the following month. Such payroll deduction shall be equally deducted over the next eighteen (18) pay periods during the months of October through June and remitted to the Association within five (5) working days from the time of the withholding.

## **2.6 Meetings, Mail Boxes, Inter-School Mail, E-Mail, Internet, and Bulletin Boards**

The Association shall not be denied the following:

- A.** The use of school buildings for Association meetings subject to availability and reasonable advance notice to the building principal.
- B.** The use of teacher mailboxes, inter-school mail, and a designated NSEA school bulletin board for the purpose of internal communication. Use of school mail services shall be without U.S. postage unless otherwise required by the U.S. Postal Service or other appropriate agency. Furthermore, the Association shall indemnify and hold harmless the Board from any liability, damages, fines, or other costs arising from the Association's use of such mail service.
- C.** The use of District e-mail and internet services provided such use is consistent with written Board policy and related rules and regulations regarding such use including, but not limited to, the right to deny use to any individual who fails to

execute District approved e-mail and internet use authorization forms or whose use significantly interferes with the user's job responsibilities.

## **2.7 Official Association Business**

Upon written application of the President (or designee) of the Association, a leave of absence with pay shall be granted to a teacher to be named in such application for the purpose of conducting official Association business. Such leaves may total up to twenty (20) days in a single school year and shall be granted in units of full or half days. Application in writing for such leave shall be filed with the Superintendent or designee at least five (5) teacher employment days whenever possible prior to the proposed date of utilization. Such leave shall not be utilized for participation in any work stoppage or demonstration incident to a collective bargaining dispute. After ten (10) leave days, the Association will pay the District's cost of a substitute's pay for any additional leave days utilized.

The Association President(s) may request additional release time for the membership from the Superintendent. The Superintendent, in his/her sole discretion, may grant or deny a request for additional release time, with the Superintendent's decision being non-precedential.

## **2.8 Distribution of Contract**

Within fifteen (15) school days of reaching a tentative agreement, a copy of the proposed successor Agreement shall be made available to the membership electronically, and within another fifteen (15) school days it shall be presented for signatures by the parties. Within fifteen (15) school days after the Agreement is signed, an electronic copy of the ratified Agreement shall be sent to the Association for distribution to each teacher now employed or employed during the term of this Agreement.

## **2.9 Notice of Board Meetings**

The President and Vice-President of the Association or designee shall be given notice by e-mail, to their respective school e-mail accounts, of the schedule of regular meetings of the Board of Education promptly following the adoption of such schedule of meetings. The notice of any deviation from such schedule of the regular meetings, and notice of any special meeting of the Board of Education, together with a copy of the agenda or statement of purpose of such meetings (if there be such), shall be delivered by means of the Association President's and Vice President's school e-mail accounts no later than the end of the previous school day, except in the case of emergency meetings. In the case of emergency meetings, e-mail delivery shall be as soon as possible prior to the scheduled time of such meeting. During the summer, weekends, or other school recess, such information shall be communicated to the Association President and Vice-President by whatever means deemed appropriate, provided the Association President and Vice-President are reasonably available and have notified the District of their whereabouts.

#### **2.10 Board Meeting Materials**

A complete set of the Board of Education's materials for regular and special meetings, exclusive of confidential data, shall be made available to the President and Vice President of the Association or designee in advance of such meeting, but no later than the time that such materials are made available to the Board.

#### **2.11 Notice of New Teachers**

Within ten (10) working days after the employment by the Board of Education of a new teacher covered by the Bargaining Unit, the Superintendent or designee shall notify in writing the Association President and Vice-President or designee of the employment.

#### **2.12 Board Policy Manual**

The District Policy Manual shall be posted on the District's website. Upon request, written copies shall be provided to the Association President. Notice of any additions and/or changes to the Policy Manual shall be provided to the Association President and Vice President.

### ARTICLE 3

#### **TEACHER RIGHTS**

##### **3.1 School Code Rights**

Nothing contained herein shall be construed to deny any teacher his/her rights under the *School Code* of the State of Illinois or under other applicable laws and regulations. This section shall not be grieved beyond Level II.

##### **3.2 Teacher Work Year**

- A. Teachers shall not be required to work more than one hundred eighty-two (182) days in a school year, but if the contract for an individual teacher is extended by mutual agreement, the teacher shall be compensated at the rate of 1/182nd of the teacher's salary per each additional day, except for the additional staff development days provided for in Section 3.2.B below.
- B. Notwithstanding Section 3.2.A above, in consideration of the non-tenured teacher's annual salary and in order to enhance their productivity, effective the 2015-2016 school year, the Administration may require full-time non-tenured teachers and first, second, third, and fourth year part-time teachers to attend five (5) additional work days for the purpose of staff development. During these additional days, the Association President or designee will be given time to present and discuss his/her role and the role of the Association to the new teachers.

##### **3.3 Complaints Against Teachers**

Before any investigatory or disciplinary action is taken against a teacher based upon a complaint against a teacher regarding his/her performance or conduct as an employee of the District, the teacher shall be informed of the complaint in writing including the name of the complainant and the nature of the complaint as soon as reasonably possible. Whether a teacher has been notified "as soon as possible" shall be based on the facts and circumstances of each case. This provision shall not preclude an administrator from verifying a third party complaint prior to informing the teacher by only speaking with the person(s) allegedly involved, but only to the extent necessary to be able to gather information to provide the teacher with the basic allegations.

The Building Principal, Superintendent, or designee shall conduct a fair and thorough investigation to determine if there is a reasonable basis for such action to be taken and/or before any reference pertaining to such complaint is placed in the teacher's personnel file. A "fair and thorough" investigation shall be defined to include providing the teacher with the opportunity to speak personally to the issues, to offer relevant written information within a reasonable period of time and to receive the investigation results in a timely



manner. Any disciplinary action taken, other than the dismissal of a teacher, shall be for just cause.

### **3.4 Notification of Assignment**

Teachers shall be given written notice of changes in assignments for the forthcoming school term as soon as known by the Administration, but no later than ten (10) student attendance days before the end of the preceding school term. Further, if an additional change in a teaching assignment is needed, the teacher shall be notified as promptly as possible.

For a teacher whose assignment was changed for reasons other than the teacher's request within 15 days before the start of the school year or mid-year, the District will provide two (2) release days. These days will allow the teacher an opportunity to plan and prepare for the new assignment. These two (2) release days must be used within thirty (30) school days after notification of the change of assignment, with scheduling by mutual agreement of the Principal and the teacher.

For purposes of this section, a "change" shall be deemed to mean a change in grade level, a change in subject matter for departmentalized teachers, or a change in assignment by addition of a new program offering.

### **3.5 Vacancies, Transfers, and Promotions**

#### **A. Vacancy Defined**

As used herein, "vacancy" shall not be construed to mean a mere realignment of staff within a building. In cases of realignment, only those teaching positions remaining vacant after all affected building staff have been realigned shall be deemed a "vacancy" for purposes of this section of the agreement.

#### **B. Notice of Vacancy**

Notice of vacancy shall be accompanied, when appropriate, by a job description, a statement of minimum qualifications, and salary range. Copies of such notice shall be distributed to all teachers electronically via their school e-mail accounts.

#### **C. Filling of Teaching Vacancies**

Any District teacher who applies for a teaching position shall be guaranteed an interview, provided such teacher is properly certified and legally qualified as defined by the rules and regulations of the Illinois State Board of Education. Within five (5) work days of the posting date, an internal applicant for a position must indicate to the Principal or appropriate administrator that he/she would like to be interviewed, but this initial interview will be with the administrator(s) only. This interview will take place within twenty (20) calendar days of receipt of the teacher's request for an interview, except in cases of emergency. During the school year, all interested internal candidates will be interviewed prior to

interviewing any external candidates, except in cases of emergency. In such cases, the Association President shall be notified and interviews may proceed simultaneously.

The parties acknowledge that there may be instances involving multiple applications by the same teacher for which one interview per building will be sufficient as determined by the Administration.

All internal candidates shall be notified of the administrator's decision prior to Board action to approve the recommendation. An unsuccessful internal applicant for a position may request a conference with the appropriate administrator to discuss the selection process. The teacher may be accompanied by an Association representative.

Except in cases of emergency, no vacancy shall be filled on a permanent basis until such vacancy notice has been distributed for at least ten (10) teacher work days, or during the summer vacation, fourteen (14) days. This section shall not apply to positions excluded from the bargaining unit by the terms of Section 1.2 of this Agreement.

**D. Transfer Defined**

A transfer is a change in building for the majority of the teacher's assignment. An involuntary transfer is a transfer without the consent of the teacher. Changes of grade level or subject matter within the building are considered part of the realignment process.

**E. Voluntary Transfers**

Teachers who are interested in requesting consideration for a transfer should file a written request to the Personnel Office by February 15. Such request shall be treated as a standing request and will be maintained by the District until September 1. The Personnel Administrator shall maintain a centralized list of all transfer requests.

Teachers may also express interest in changing grade level and/or subject assignment within their own building directly to their Principal. If the Principal chooses not to honor the teacher's request, the teacher may request a conference with the administrator to discuss the decision. The teacher may be accompanied by an Association representative.

Teachers also have the right to apply for a specific vacancy at the time it is posted.

**F. Involuntary Transfers**

The Board acknowledges that involuntary transfers should be avoided except when primarily used to make more efficient and more appropriate use of staff to

conduct instructional programs and activities, and will take into account the professional interests and concerns of the teacher.

In cases of an involuntary transfer, the appropriate administrator shall inform the affected teacher of the proposed change at least twenty-one (21) days before the final recommendation is made, except in cases of unforeseen circumstances. The teacher may request a conference with the administrator to discuss the proposed transfer. The teacher may be accompanied by an Association representative. At the conference, the teacher and the Association representative may make alternative proposals concerning the transfer.

Prior to making a recommendation on the transfer, the appropriate administrator shall take into consideration, among other factors, the suggestions of the teachers directly affected, qualified volunteers, certification requirements, experience, and previous transfer history of the teacher. The teacher may also request a conference with the Personnel Administrator to discuss the proposed transfer.

The written transfer recommendation will be sent to the Personnel Administrator for approval. The appropriate administrator shall inform the teacher of the final recommendation. The teacher may request a conference with the Superintendent to appeal the recommendation.

A teacher who has received notice of an involuntary transfer shall have the right to resign rather than accept the transfer.

#### **G. Involuntary Change of Assignment**

A teacher who receives an involuntary change of assignment within the building may request a conference with the administrator to discuss the proposed transfer. The teacher may be accompanied by an Association representative. At the conference, the teacher and the Association representative may make alternative proposals concerning the change.

The teacher may also request a conference with the Personnel Administrator to discuss the proposed change, or to discuss alternate positions within the District.

The written change of assignment recommendation will be sent to the Personnel Administrator for approval. The teacher may request a conference with the Superintendent to appeal the recommendation.

A teacher who has received notice of an involuntary change of assignment shall have the right to resign rather than accept the change of assignment.

### **3.6 Teacher Right to Notice and Representation**

When any teacher is required to appear before an administrator, an employer committee, the Board of Education, or a Board of Education member concerning any matter which is, or has a reasonable likelihood of becoming disciplinary in nature, the teacher shall be

given reasonable advance written notice of the reasons for such meeting or interview and shall be entitled to have an Association representative of his/her choice present to advise him/her and represent him/her during such meeting or interview. If the chosen Association representative is not available, a reasonable effort shall be made by both parties to accommodate the scheduling concerns of the other, taking into consideration the urgency of the meeting or interview.

### **3.7 Suspension**

Suspension of a teacher without pay shall only be for just cause. The alleged reason(s) for any suspension, with or without pay, shall be stated in writing and mailed by certified mail to the teacher's legal address or personally delivered as soon as possible after the teacher is told a suspension is being made or is recommended to the Board, with a copy of the letter to the President of the Association.

A hearing on a suspension shall be subject to the conditions in Section 3.7 of this Agreement.

### **3.8 Personnel File**

- A. Only one (1) official personnel file shall be maintained for each teacher. No assessment material shall be permanently placed in the personnel file unless the teacher has had an opportunity to read the same and an opportunity to affix his/her signature on the file copy acknowledging that it has been read or copy received. The teacher shall be given a copy of such material which is placed in his/her personnel file. Assessment materials shall be placed in the personnel file within a reasonable time of the occurrence of the actions or events commented upon, subject to the following: Material which was not included in the personnel file, but should have been as required by the *Personnel Record Review Act*, shall not be used by the Board or designee in any disciplinary action except that information which was not intentionally excluded, and which has been previously viewed by the employee, may be used. For purposes of this section, "assessment material" shall mean any written material which may reasonably be construed to have a significant impact on the employment of the teacher.
- B. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Such review shall be during normal business hours and in the presence of a designated employee of the Board. No teacher shall remove any material from a personnel file. Such review shall not be applicable to confidential material, such as recommendations for employment.
- C. A teacher may prepare a written response to any material placed in his/her personnel file, the receipt of which will be acknowledged by the appropriate administrator and/or Board representative, and such response shall also be placed in the teacher's personnel file. The presence of such a response

shall be noted on the original assessment material. Such response shall be submitted in writing within thirty (30) working days of receipt of the assessment material.

- D. All material placed in the teacher's file shall be subject to entry in the inventory to be kept on the top of the file. The inventory shall contain a brief description of the material and the date of entry.

### **3.9 Assault/Vandalism Assistance**

Upon receipt of a written complaint from any teacher who suffers a financial loss due to either vandalism and/or assault while on school grounds during the performance of school functions and/or otherwise reasonably related to school activities, such complaint shall be promptly investigated by the District, and all reasonable efforts shall be made to assist the teacher in seeking reimbursement from those legally responsible for such vandalism and/or attack. In addition, if the person found guilty of having caused such vandalism and/or attack is a student of the District, such student shall be disciplined by the Board of Education or designee if such vandalism and/or attack occurred on school grounds or is otherwise reasonably related to school activities.

### **3.10 Building Access**

Teachers shall be provided means to access their buildings and reasonable access to common areas within their buildings.

### **3.11 Job Description Committee**

The Job Description Committee shall meet on an as needed basis and create job descriptions for new, revised, and specialized positions including, but not limited to, STEM, Communications Media Arts, IMC, Band, Orchestra, Chorus, Music, Art, P.E. Wellness, World Language, and Accelerated Math in middle schools, with reference to qualifications for employment and license requirements.

A new job description shall not adversely affect any staff member currently serving in a position, so long as the staff member is qualified to the extent permitted by law (i.e., although language in the new job description may disqualify a teacher, that teacher shall remain in the position until the teacher is no longer permitted by law). The Job Description Committee will include one (1) certified teacher, who shall be the Association President or designee; two (2) members from the position in which the job description is being reviewed or, for newly created positions, by appointment by the Association President; two (2) administrators who supervise the position for which the job description is being reviewed; and the Superintendent or designee. The Job Description Committee shall inform the Superintendent, Assistant Superintendents, Chief Financial Officer, and Chief Technology Officer of modifications to job descriptions for posted positions and ensure that the District has updated job descriptions on file for all personnel staff. In the event that the Job Description Committee is unable to come to an agreement by February 10 of each year, the Board and the Association reserve the right to act in accordance with the *Illinois Educational Labor Relations Act*.



## ARTICLE 4

### WORKING CONDITIONS

#### 4.1 Calendar

- A. The school year calendar shall consist of one hundred eighty-seven (187) days which shall include one hundred seventy-six (176) student attendance days, two (2) institute/in-service days, four (4) parent conference days, and five (5) emergency days. Unused emergency days shall not become work days. The parties agree that any parent conference day may be changed to a professional development day by the District. If changed, the District shall communicate the change and the reason(s) for the change to teachers and parents with students in the District.

One half (½) day shall be designated a “records day,” to be scheduled within reasonable proximity to the last week of the respective school year.

- B. The President of the Association shall appoint a committee, with a representative from each building, not to exceed twelve (12) in number, to meet with the Superintendent or designee to discuss the calendar to be recommended to the Board or substantial supplemental modifications recommended to the Board after Board adoption of the calendar. If the committee shall disagree with the Superintendent’s recommendations, they shall have the right to submit the Association’s views thereon in writing to the Board prior to the Board’s adoption. Such views shall be submitted on a timely basis so as to permit Board action within the ordinary course of business. The Committee shall be informed by the Superintendent of the timeline for adoption of the calendar.
- C. The local school calendar as adopted by the Board shall reflect the hours scheduled for parent-teacher conferences. The Board shall not be precluded from a later change in such hours if deemed necessary by the Board. The publication of scheduled hours shall not be construed to free teachers from the obligation to reasonably accommodate the need of some parents to meet with teachers outside the scheduled hours.

#### 4.2 Length of Work Day and Preparation Time

##### A. Length of Work Day

Teachers will use reasonable judgment when determining how long they will be in attendance before and after the student school day, and shall accommodate the need to: prepare for each day’s instructional responsibilities, attend required and voluntary staff meetings, plan with other staff, and be available to students and parents.

**B. Preparation Periods for Teachers**

1. Teachers shall use their professional judgment over the use of their preparation time. The Administration shall make a good faith effort to avoid infringing upon the teacher's preparation period so as to allow teachers to use such time effectively. Teachers will be able to leave the building during their preparation time for educational purposes. Teachers will notify the Principal's office before leaving and upon return.
2. All full-time subject matter/departmentalized teachers at grades 6-8 shall be given ten (10) preparation periods per full week equal in length to the length of the majority of the class periods for that work week, of which three (3) periods per week shall be used for team preparation. For any workweek that consists of less than five (5) full work days, there shall be no more than two (2) team preparation periods for that work week. Each quarter, one (1) team preparation period shall be cancelled. (See Section 19.6 of this Agreement for Middle School Team Leader stipend.)
3. All teachers at a grade level (PreK-5) shall have the same amount of preparation time, but not less than the equivalent of three hundred (300) minutes (not including the lunch periods) per each five (5) full student attendance days, with the individual preparation times divided as equally as possible. Of the above minutes, no more than thirty (30) minutes shall be devoted to planning time directed by the administration, and at least thirty (30) minutes may be used for team preparation that is directed by the team.
4. If building-wide or District-wide scheduling decisions are proposed which would negatively impact preparation time for teachers, discussions shall be held with the Association prior to implementation, except in cases of emergency, in which case such discussions will be held as soon as possible.
5. Teachers whose teaching assignment is 50% or more of a full teaching assignment load, shall be entitled to pro-rated preparation time as described in #2 or #3 above.
6. In consideration of evening parent teacher conferences, as reflected on the officially adopted calendar, and the need for teacher preparation time, teachers will have a minimum of 90 minutes of time between the end of the student day and the beginning of the official conferences.
7. The District shall designate one (1) early release day per school "quarter" to be used by teachers for common ("job alike") planning time. Specialist teachers who have flexibility within their work day schedules may use such flexibility for inter- and intra-building common planning time. For



example, instrumental music teachers shall be permitted to schedule common planning time on rehearsal days.

**C. Teaching Time**

The average weekly teaching load for all PreK-5 teachers shall not exceed one thousand four hundred thirty-five (1,435) minutes. For all 6-8 teachers, the average weekly teaching load shall not exceed one thousand two hundred seventy-five (1,275) minutes.

**D. Assembly Responsibility**

During assemblies and special events, the teacher normally responsible for the students at that time shall supervise the class.

**E. Internal Substitution**

Absent exceptional circumstances, no teacher shall be required to serve as an internal substitute for another teacher, except on a voluntary basis. Internal substitution shall be with the knowledge and pre-approval of the Principal. The internal substitution rate shall be \$35 per hour.

**F. Lunch Periods**

All teachers shall have a duty-free lunch period in accordance with the *School Code*. No teacher shall be required to perform lunchroom supervision. Teachers shall be permitted to leave the building during their lunch period. Teachers shall have discretion over the use of their lunch periods. A good faith effort shall be made by the District to avoid infringement of these periods.

**4.3 Class Size**

The Board acknowledges the interest of teachers in the maintenance of reasonable class size consistent with the financial and physical resources of the District. The Superintendent or designee and another administrator appointed by him/her shall meet at reasonable intervals with three (3) representatives selected by the Association President or designee to review any asserted problems in class size or make-up, and to make recommendations for remedies and/or assistance.

**4.4 Traveling Teachers**

**A. Working Conditions**

Traveling teachers shall not be assigned to more than two (2) buildings except for psychologists, E.S.L., bilingual social workers, bilingual psychologists, elementary foreign language, instrumental music, assistive technology assistants, and adaptive P.E., unless the Association or the teacher agrees otherwise. In the case of agreement by the teacher, such agreement shall be the product of a joint

meeting between the teacher, the appropriate administrator(s), and an Association representative so as to ensure that such agreement is fully understood and voluntarily made. If the Association has concerns regarding whether the District schedule has been arranged so as to minimize the need for teachers to travel, such concerns may be submitted to the Personnel Administrator. Any traveling teacher shall be provided with preparation time and lunch periods as would any other teacher and traveling time shall be scheduled so as not to infringe on these relief periods. Traveling shall be scheduled so as to allow sufficient time for adequate take down and clean up at one work site, travel time, and adequate set up at the next work site.

Upon receipt of notification to teach at more than two (2) buildings, the traveling teacher shall be advised of the designated "home" building principal. The teacher and designated principal shall schedule a meeting to discuss and develop a "Traveling Teacher Plan" to address the below-listed issues and, if necessary, other issues which may be unique to the traveling assignment. The building principals at other schools to which the teacher is assigned also shall be consulted in developing the Traveling Teacher Plan.

The Traveling Teacher Plan shall:

1. Designate a "home" principal and "home" school for the traveling teacher and designate an evaluator for the traveling teacher's performance in accordance with Article 7. This shall not preclude input on the evaluation from principals of the other buildings to which the traveling teacher is assigned;
2. Provide a weekly schedule for the traveling teacher, including, but not limited to, estimated travel, set up, and take down times;
3. Describe the expectations for the traveling teacher's attendance at building meetings, parent/teacher conferences, early release days, and other building events both inside and outside of the regular school day;
4. Designate the classroom or other location where the traveling teacher will be assigned at each school;
5. Designate a location at each school where the traveling teacher may store his/her materials;
6. Designate a parking space for mid-day parking at each building the teacher is assigned; and
7. Address any additional issues that are specific to the traveling teacher's position or the schools to which the teacher is assigned.

The Traveling Teacher Plan shall be documented on the designated form, and copies shall be provided to the traveling teacher and each building principal where the teacher is assigned.

The Parties agree that #1 above shall be determined by the District, and that #2-7 above shall be determined in consultation between the principal and teacher when developing the Traveling Teacher Plan. In addition, the Parties agree that for #1-7 above, the District and the designated principal retain the discretion to modify the Traveling Teacher Plan as to these items, if needed, during the school year, after discussion with the teacher.

#### **B. Mileage Reimbursement**

Mileage reimbursement for approved use of their personal vehicles for travel shall be reimbursed at the maximum rate allowed by the IRS. Where possible, such mileage shall be reimbursed in a lump sum amount on a biannual basis; namely, January 15 and June 15.

### **4.5 Meetings**

The Association and the Board recognize the need for having a reasonable number of faculty meetings. Administrators will use reasonable judgment (including consideration of teachers' professional commitments) concerning timing, frequency, and length of scheduled before and after school meetings involving teachers.

### **4.6 Professional Advisory Council (PAC)**

Each building will annually elect up to two (2) teachers to serve on its Professional Advisory Council (PAC), except that this number may be exceeded if mutually agreed otherwise by the parties. This Council will also include a building administrator. The purpose of this Council is to provide an avenue for teachers and administrators to share issues and concerns. The PAC format should ensure that all parties feel comfortable and should be viewed as a problem solving process.

PAC meetings may be called by either the administrative or teacher members to be held at reasonable times shortly before or after the regular school day or at mutually agreeable times during the regular school day. The frequency of meetings will be on an as needed basis, subject to the reasonable availability of the administrator(s) and generally once per month. Advisory subjects may include, among other items, class size, working conditions, physical plant, inclusion, student discipline, schedules, building climate, staff development, conference day schedule, building morale, and testing. There should be an attempt to resolve issues before going to the PAC. If an issue cannot be resolved informally, teachers should share their items with all Council members in writing. It is necessary that at least one Council member is aware of who initiated the concern so that he/she may seek more information, if necessary.

Minutes, including a summary of problems raised and recommended solutions, shall be taken and retained by the building administrator, subject to review and written comment

by the teacher members; with copies sent to all Council members and the Superintendent. Such discussions shall be deemed non-contractual in nature unless mutually agreed otherwise in writing.

One (1) PAC member from each building shall serve on the District Climate Committee in accordance with Section 4.7.

#### **4.7 Climate Assessment**

##### **A. Climate Assessment Committee**

The District Climate Assessment Committee shall meet and recommend or create a uniform instrument to be used in all buildings in the District for assessing the climate of each building and the general climate of the District. PAC shall administer these assessments. As the results are shared, appropriate consideration will be given to the confidentiality of student and personnel issues.

The District Climate Assessment Committee will include one (1) certified teacher, who shall be the Association President or designee; one (1) member from the PAC at each building appointed by the Association; no more than five (5) administrators (including the Superintendent or designee); and one (1) Board member.

##### **B. Annual Quantitative Climate Assessment**

It is the intention of the parties that there is one (1) uniform quantitative instrument to be used annually to assess climate throughout the District. The results of these assessments will be shared with the buildings, Superintendent, Association President, and Board on or before April 15 of each year.

##### **C. Periodic Qualitative Climate Assessment**

The parties also believe that there should be one (1) instrument used to capture qualitative data (check-in) that will be brief and allow teachers to provide timely feedback about their building and the District. This instrument will be administered at least three (3) times during the school year as determined by the Climate Assessment Committee. The survey should provide comments about what works well and what does not. The results of these assessments will be shared with the building's administration, building's PAC members, Superintendent, Association President, and, when appropriate, the District department leader (e.g., comments about special education will be shared with the Assistant Superintendent for Student Services).

#### **4.8 Hazardous Working Conditions**

The Administration shall respond to and promptly investigate any written complaint by a teacher regarding an alleged hazardous condition. If, in the opinion of the teacher or

administration, a situation warrants correction but has not been corrected, either party may contact the proper outside agencies.

#### **4.9 Flu Shots/Immunizations**

The Board shall provide teachers the opportunity to receive by October 15 (or as soon as reasonably practical) annual flu shots, Hepatitis B, and/or any immunization required by OSHA. These shall be administered within the District with no cost to the teacher.

## **ARTICLE 5**

### **SPECIAL EDUCATION RESOURCES**

#### **5.1 Philosophy**

The Board and the Association acknowledge the unique challenges facing school districts, teachers, administrators, board members, and other educational personnel regarding the financial, educational, and operational issues related to educating special needs students. In an effort to arrive at meaningful recommendations for solutions designed to meet these challenges, the Board and the Association desire to establish a joint advisory committee.

#### **5.2 Joint Advisory Committee**

The Board and the Association shall establish a joint advisory committee composed of no more than six (6) teachers appointed by the Association and no more than six (6) administrators/supervisors/board members appointed by the Superintendent or designee. The purpose of the committee shall be to gather information, identify issues, and make recommendations regarding resources necessary to meet the challenges of educating special needs children. These issues shall include, but are not limited to, concerns involving planning time, staff development and training, class size, staff assistance, technical assistance, equipment and facilities, and financial constraints.

#### **5.3 Meetings**

The Joint Advisory Committee will meet annually. The Committee agrees to meet no later than eight (8) weeks after ratification of the Agreement in the 2014-2015 school year and no later than November 15 in each school year thereafter.

#### **5.4 Recommendations**

All recommendations shall be presented to the Superintendent and Association President in written form with supporting documentation and shall be submitted in a timely manner so as to allow sufficient time for fair consideration by the Board and the Association. The Board retains the right to approve, disapprove, modify, or otherwise respond to the committee's recommendations. The Association reserves the right to negotiate the impact of any adopted recommendations on wages, hours, terms, and conditions of employment to the extent such rights exist under the IELRA.

## **ARTICLE 6**

### **ACADEMIC FREEDOM**

#### **6.1 Philosophy**

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights of the United States and the Constitution of the State of Illinois, and instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teachers and students is encouraged.

#### **6.2 Freedom of Expression and/or Teaching Style**

Freedom of individual expression shall be encouraged and fair procedures shall be developed to safeguard the legitimate interests of the teachers and students. No arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological worlds, and other branches of learning.

#### **6.3 Grievance Exemption**

The parties acknowledge that such notions are philosophical in nature and, therefore, are difficult to interpret on a contractual basis. As a consequence, it is agreed that this Article shall not be subject to Level III of the grievance procedure.

## ARTICLE 7

### TEACHER EVALUATION

#### 7.1 Teacher Evaluation

The Board and the Association recognize the desirability of an on-going program which will help teachers improve their educational contributions to the District. Such a program should continually focus on improving the quality of instruction.

#### 7.2 Observations – Evaluative

The teacher shall have full knowledge of all formal observations made for the purpose of evaluation in accordance with Article 7. Teachers shall be informed of concerns about their performance in a timely manner.

#### 7.3 Professional Growth and Evaluation Committee

The Professional Growth and Evaluation Committee will consist of eleven (11) teachers, five (5) principals (or associate principals), three (3) central office administrators, and, *ex officio*, the Superintendent and Association President.

This Committee shall meet at least annually, or as required, to monitor and, if necessary, recommend changes in the procedural aspects of the instrument or the procedures. Any changes shall be ratified by the Association and the Board and shall become part of this Agreement.

#### 7.4 Notification of Procedures

Within the first fourteen (14) days of each school year, all teachers shall be advised of the Professional Growth and Evaluation procedures for that year. Information will include:

- review of the documents being used;
- those teachers scheduled for professional growth or evaluation activities;
- the frequency of formal observations;
- teacher/principal conference procedures;
- teacher rights of response to the formal observation report; and
- the elements of the summary report.

Teachers shall be notified at least three (3) working days prior to their initial classroom formal observations.

#### 7.5 Alternate Evaluator

Following any evaluation/formal observation or response thereto, the teacher or evaluator may submit a written request to the Superintendent for an alternate evaluator.



#### **7.6 Evaluation Plan Copies**

The District Evaluation Plan shall be posted on the District's website. Upon request, a written copy shall be provided to the Association President.

## ARTICLE 8

### PROFESSIONAL GROWTH

#### 8.1 Professional Growth

The Board of Education and Association encourage and support the active involvement of all staff in program and staff development, and curriculum studies, review, planning, and revision. The following contract provisions will apply to these activities:

##### A. Approval of Credits

1. Beginning July 1, 1999, six (6) out of any fifteen (15) semester hour credits earned and applied for educational advancement in accordance with Section 17.2 may be earned through in-service workshops on the District Approved Professional Growth List (see Section 8.1.B).
2. All graduate coursework credits, degree programs, in-service workshops, or Professional Development ("PD") hours appearing on the District Approved Professional Growth List may be applied for educational advancement in accordance with Section 17.2 and reimbursed through a one-time payment of \$350 per credit hour (or cost, if lower) with a maximum of \$1,050 per year available to each employee in any single year (defined as July 1 through June 30).
3. A semester hour of credit for in-service programs shall be defined as fifteen (15) hours of class work or its equivalent. The value assigned to each in-service course shall be stipulated at the time of approval.
4. NOTE: The rules for educational advancement shall be governed by the terms of Section 17.2.
5. The District agrees to offer the sum of \$100,000 each year for reimbursement to teachers for courses which have been approved by the District Joint Committee. This amount shall not accumulate from year to year. Teachers will be reimbursed as follows depending on the number of teachers taking courses and requesting reimbursement. Reimbursement for coursework shall not be more than \$350 per credit hour (or cost, if lower) with a maximum of \$1,050 per year available to each employee in any single year (defined as July 1 through June 30) depending on the number of teachers applying for reimbursement.
6. Teachers will indicate on the Course Approval Form that they are also applying for reimbursement for such course, subject to the limitations of the money available, the number of teachers applying for such monies, and getting approval for the course.

7. The District will disburse the reimbursement monies after a June 30 deadline by dividing the pool of money (\$100,000) by the number of teachers who requested reimbursement for a course that has been approved. The District will not disburse the reimbursement monies for a particular course unless the District has received the required transcript for the coursework and a grade of A, B, or P was earned.
8. The fact that a teacher cannot deliver the transcript by June 30 in any given year for course(s) taken in the prior six (6) months shall not bar that teacher from seeking reimbursement for that course in the next year, provided the transcript is submitted by the following October 1. Such funds shall come from the previous year's pool in which the funds were earmarked for that teacher and are dependent on receipt of the transcript by October 1. (Example: A teacher takes a class in May, but does not receive a transcript by June 30. If the teacher provides the transcript by October 1, the teacher shall be reimbursed out of the funds previously designated for reimbursement.)
9. In the event a teacher approved for reimbursement fails to meet the grade and/or transcript requirements set forth above, the funds that were earmarked for that teacher shall be forfeited for the applicable year in which the reimbursement of those funds was approved.

**B. Eligibility of College/University Courses, Degree Programs, In-Service Workshops, and PD Hours for Credit**

The District and the Association shall form a joint committee of equal membership to establish a list of District-approved graduate courses, degree programs, in-service workshops, and PD hours (hereinafter the District Approved Professional Growth List) designed to ensure sufficient rigor in the professional growth experience for faculty and the desired educational benefit for students. This District Approved Professional Growth List shall be reviewed and updated annually but no later than March 31 of each school year.

When determining whether or not to approve college/university courses, degree programs, in-service workshops, and PD hours for the District Approved Professional Growth List for lane advancement or tuition reimbursement, the Joint Committee will use the following criteria:

1. The course must be taken from a recognized and fully accredited college or university, as approved by the Joint Committee.
2. The course must be at graduate level, unless otherwise approved by the Joint Committee.
3. The course must be part of a previously approved advanced degree program, course of study for additional certification, or directly

related to the teacher's assigned duties, as approved by the Joint Committee.

4. Correspondence and on-line courses may be eligible for credit if appearing on the District Approved Professional Growth List, as approved by the Joint Committee.
5. In-service courses will not be eligible for credit or compensation unless on the District Approved Professional Growth List and further provided they occur outside the teacher workday.
6. Staff taking college/university courses must earn a grade of A, B, or P to have such courses counted for educational advancement in accordance with Section 17.2 and for reimbursement. Staff must fulfill all requirements of in-service courses in order to receive additional compensation due to educational advancement.

Teachers may suggest additions to the District Approved Professional Growth List for the Joint Committee's consideration.

In order to receive lane advancement credit or tuition reimbursement, graduate courses, degree programs, in-service workshops, and PD hours must first be pre-approved by the District to ensure compliance with the District Approved Professional Growth List.

**C. Eligibility for Compensation for Professional Activities Beyond the Normal Scope of Teacher Responsibilities**

1. When participation in program and curriculum studies, reviews, planning, and revisions that affect programs for which a teacher has some teaching or management responsibility requires involvement beyond the teacher work year in excess of twenty-five (25) hours in any given year and is not part of meetings contractually provided for, compensation shall be provided as described in Section 8.1.D below.
2. The District's Curriculum Administrator shall determine which professional growth activities shall be eligible for in-service credit, and which shall be eligible for compensation. Normally curriculum committee work shall be eligible for compensation, subject to Section 8.1.C.1 above. Classes, workshops, and other activities designed to improve a teacher's professional skills shall normally be eligible for in-service credit.

**D. Rate of Compensation**

Fully participating members of curriculum committees shall be compensated at a rate of \$30 per hour for any hours beyond the twenty-five (25) hour limit during the school year, or for any hours during the summer vacation. Any teacher who serves as the chairperson of a curriculum committee, or who serves as a presenter

for a workshop shall be compensated at the rate of \$60 per hour at any time during the school year or during the summer.

For the purposes of this Section, a workshop shall be a minimum of 30 minutes in length and include specific outcomes listing what participants will learn or be able to do as a result of the workshop, a list or short description of activities and needed resources, and a plan for evaluation of the workshop. Each workshop shall be pre-approved in writing by the Principal or designated administrator. If the workshop has co-presenters, the compensation is shared unless the co-presenters and the Principal or designated administrator agree otherwise.

**E. Required Courses or Workshops**

When a teacher is required to take specific course work or workshops for which tuition or fees are charged, such tuition or fees shall be paid by the District, subject only to the teacher successfully completing the courses with a grade of A, B, or P, or meeting the requirements specified for the workshop.

**F. Voluntary Professional Development Opportunity**

If the District offers teachers a voluntary professional development opportunity outside the typical teacher work day, or on a day when school is not in session, the participating teacher will receive pro-rated compensation based on the District's current teacher daily substitute rate. Participation in such voluntary professional development sessions must be pre-approved in writing by the District's Curriculum Administrator.

**8.2 Institute/In-service Day Planning**

The Board shall provide an opportunity for teacher input into the content of institute and in-service programs. This shall occur through the District planning team in conjunction with the District's Curriculum Administrator.

**8.3 Mentoring**

The parties shall convene a committee to review the District's mentoring program. The members of the committee shall be selected jointly by the Superintendent or designee and the Association President or designee. This Committee shall recommend changes to the structure of and the stipend for the mentoring program. Any changes shall be ratified by the Board, the Association, and shall become part of this Agreement.

Until such time that changes are made to the mentoring program, the terms shall continue per the 2012-2014 contract between the parties.

## ARTICLE 9

### REDUCTION-IN-FORCE

#### 9.1 Definition and Procedures

The term “Reduction-In-Force” shall be defined to include the removal or dismissal of a teacher as a result of the decision of the Board to decrease the number of teachers employed by the Board for reasons other than cause or to discontinue some particular type of teaching service within the meaning of Section 24-12 of the *School Code* (105 ILCS 5/24-12).

Should any reduction in force occur, such reduction shall be accomplished in accordance with Illinois *School Code*, as may be amended from time to time, subject to the following:

##### **A. Association Discussions**

The Board will invite the Association to participate in preliminary discussions prior to making any decision regarding a reduction-in-force.

When the Board decides it is necessary to reduce the number of teachers in the District, it shall seek to discuss reduction in staff with the Association prior to taking final action thereon and, where feasible, to provide the Association with an opportunity to suggest alternatives to such reduction-in-staff. Such discussions shall serve to fulfill the District’s obligation to engage in good faith bargaining regarding reduction-in-force, to the extent such bargaining may be required under the law.

##### **B. Attrition**

The administration shall attempt to accomplish the reduction-in-force by attrition.

##### **C. Sequence of Honorable Dismissal Committee**

The parties shall form and conduct a joint committee regarding “Sequence of Honorable Dismissal” in accordance with the law governing reduction-in-force, as may be amended from time to time.

##### **D. Legal Qualifications**

In determining a teacher’s legal qualifications for purposes of reduction-in-force, the Board shall consider certification and any other statutory or regulatory employment prerequisites, including those established by the Illinois State Board of Education.

**E. Board Authority**

Following discussions with the Association, the Board may, in its sole discretion, determine to decrease the number of teachers employed in the District or to discontinue some particular type of teaching service (i.e., "reduction-in-force").

**F. Seniority Determination**

Seniority shall be defined as total years of continuous service in the District (as indicated on the District seniority list), computed from the first date of continuous employment. Service includes employment both in teaching and in administrative positions. Pro-rata seniority credit shall be given for less than full-time service. Unpaid leaves of absence of sixty (60) consecutive days or more shall not be counted in determining seniority, but shall not be deemed a break in continuing service.

**G. Seniority Tie-Breakers**

If the total years of continuous service in the District are equal between two (2) or more teachers, then seniority shall be determined by reference to the following tie-breakers:

1. Total service in the District, whether or not continuous;
2. Total years of public school teaching service;
3. Lottery as determined cooperatively between the Superintendent and Association.

**9.2 Recall Rights**

Teachers in Groupings 3 and 4 who have been honorably dismissed shall have recall rights to any vacancy which occurs for the following school term or within one (1) calendar year from the beginning of the school term following their reduction-in-force. During this recall period, teachers shall be tendered in reverse order of honorable dismissal if any position becomes available, so far as the teacher is qualified to hold such vacant position; provided, however, that if the number of honorable dismissal notices based on economic necessity exceeds 15% of the number of full time equivalent positions filled by certified employees (excluding principals and administrative personnel) during the preceding school year, then if the Board has any vacancies for the following school term or within two (2) calendar years from the beginning of the following school term, the positions so becoming available shall be tendered to the teachers who were so notified and removed or dismissed whenever they are legally qualified to hold such positions.

Vacancies which must be tendered to honorably dismissed teachers during their period of recall rights include any full-time or part-time positions becoming available. Vacancies shall not be deemed to include, however, any short-term or substitute position of less than sixty (60) days duration. To be eligible for recall, the teacher must provide the

Superintendent or designee, in writing, and prior to the last day of employment, with the address where he or she can be reached. Upon the tendering of any vacancy during the recall period, the teacher must notify the Superintendent or designee of the acceptance of the position in writing within ten (10) calendar days of receiving, by certified mail, notice of the vacancy.

A teacher's failure to notify the District of acceptance of a tendered vacancy shall constitute a rejection of the offered position. Any teacher who rejects an offer of a full-time vacant position for which he or she is qualified shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacancy becoming available during the remainder of the recall period.

### **9.3 Insurance**

Teachers removed because of reduction-in-force shall be eligible to maintain membership in the District's insurance program to the extent required by law, but in no event less than eighteen (18) months, provided that the teacher pays the full cost of such programs.

### **9.4 Seniority List Procedures**

Annually, by January 10, a tentative seniority listing of all teachers shall be prepared and posted in appropriate locations in the District. A copy of the seniority list shall also be provided to the President of the Association.

The seniority listing shall include the name, current position, years of continuous service, total years of public school teaching, and certificates/endorsements for each teacher in the District.

A teacher or the Association shall have ten (10) employment days from the date of posting of the tentative seniority list to file written objections with the Superintendent or designee to the information shown on the list. After the period for objections has passed, the administration shall prepare and post a finalized seniority list by February 1. The failure of a teacher or the Association to make a specific, timely objection shall be deemed an acceptance of the seniority ranking and shall prohibit any subsequent challenges to rankings until the posting of a seniority list in the following school year.



## **ARTICLE 10**

### **SUBCONTRACTING**

#### **10.1 Notice and Opportunity to Bargain**

No work customarily performed by members of the bargaining unit, or to which the members of the bargaining unit have a reasonable expectation of employment, shall be subcontracted on or after the effective date of this Agreement without the Board having first given advance notice to the Association and only after having afforded the Association an opportunity to bargain the proposed subcontracting.

## **ARTICLE 11**

### **STUDENT TEACHERS AND OBSERVERS**

#### **11.1 Voluntary Acceptance**

Acceptance of student teacher supervision and/or observers shall be voluntary.

#### **11.2 Supervising Teacher – Requirements**

A supervising teacher shall have tenure in the District or be in his/her third or fourth pre-tenure year.

#### **11.3 Student Teachers – Use as Substitutes**

No student teacher shall be used as a substitute teacher, or as a teacher assistant or in place of hiring a teacher assistant.

#### **11.4 Student Teachers – Procedure for Dismissal**

District procedures for removal of a student teacher shall be developed and made known to the participating college and the supervising teacher prior to the acceptance of a student teacher.

#### **11.5 Staff Benefits Relating to Student Teachers**

Any incentive provided by a college or university for the supervision of a student teacher shall be given to the supervising teacher(s).

## **ARTICLE 12**

### **HIRING OF STAFF**

#### **12.1 Hiring of Staff**

Before interviewing candidates, a principal shall seek input from current staff/teams in respect to desired qualities and strengths.

## ARTICLE 13

### RETIREMENT

#### 13.1 Eligible Teachers

To recognize the contributions of those teachers who have provided long and effective service to the youth of the District, the Board agrees to the following District Retirement Plan for eligible teachers. For purposes of eligibility for the benefits of this Article, an eligible teacher shall be defined as a teacher:

- A. who is age 55 or older; and
- B. who has ten (10) or more years of service with District 112; and
- C. for whom the Board is not obligated to pay an ERO penalty to TRS (non-ERO eligibility must be achieved no later than June 30 of the teacher's final work year); and
- D. who must NOT have received an increase in creditable earnings of greater than 6% in any year preceding commencement of the salary enhancement plan which, if combined with the years of this plan, would have resulted in a TRS penalty to the District (so-called "look back"); and
- E. who has submitted a signed promissory note (in the form appearing as Appendix C to this Agreement) wherein the teacher promises to pay back the difference between the sum of the total salary enhancements received under this plan minus the actual salary the teacher would have received in accordance with the teacher's regular salary per Section 17.1, if a change in the teacher's retirement date results in any TRS penalty to the District; and
- F. who gives an *irrevocable* written notice to retire no later than February 1 of the school year prior to the school year in which the salary enhancement payments of 4 years x 6% are to begin; and

NOTE: Due to the relatively short notice of the implementation of this retirement plan, the parties have agreed to allow eligible teachers who elect to begin this retirement plan during the 2014-2015 school year by submitting their irrevocable written notice to retire on or before May 15, 2015, with retirement effective no later than the end of the 2017-2018 school year. Eligible teachers who elect to begin this retirement plan during the 2015-2016 school year also shall submit their irrevocable written notice to retire on or before May 15, 2015, with retirement effective no later than the end of the 2018-2019 school year.

- G. whose retirement is effective no later than the end of the 2022-2023 school year.

These options shall be available for those teachers who meet the eligibility requirements of this Article even though actual payment of the benefits may occur beyond the expiration date of this Agreement.

The Board reserves the right without precedent, and on a non-grievable basis, to waive the February 1 notice requirement and/or to permit a teacher to revoke said resignation for special circumstances as determined by the Board.

### **13.2 Salary Enhancement Payments**

#### **A. Salary Enhancement Payments**

Eligible teachers may elect to receive a 6% increase in each of the teacher's final four (4) years as compared to the teacher's prior year's base salary. As indicated in Section 13.1.C above, teachers who are eligible for ERO shall not receive this payment.

### **13.3 Leaving Other Than Retirement**

To the extent eligible, the applicable benefits of this Article shall not be applicable to teachers who leave the employment of the District for reasons other than retirement, such other reasons including, but not being limited, to dismissal for cause.

### **13.4 Reopener**

In the event that the statute, rules, or regulations governing Illinois Teachers' Retirement System changes so as to impact the provisions of Article 13, either party shall be entitled to make a written demand to reopen the provisions of this Article for renegotiation.

### **13.5 Expiration of Retirement Plan**

The parties agree that this retirement plan shall expire immediately following the final notice date of February 1, 2019, and shall no longer be available to new participants.

## ARTICLE 14

### GRIEVANCE PROCEDURE

#### 14.1 Principles

- A. A “grievance” shall be defined as any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. All days referred to herein shall be deemed to be teacher work days, except after the close of the school term and before the opening of the next school term, when days shall be deemed to be days when the District office is open.
- C. No reprisals of any kind shall be taken by the Board against a teacher because of his or her participation in the grievance procedure.
- D. All documents dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- E. The grievant(s) and the Board may bring to the grievance meeting such witnesses and Representatives as each deems necessary to develop the facts pertinent to the grievance.
- F. Nothing contained herein shall be construed as limiting the right of any individual teacher or group of teachers to present grievances to their employer and have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given an opportunity to be present at such adjustment.

#### 14.2 Procedures

##### A. Informal Communications

The parties hereto acknowledge that it is usually most desirable for the parties to resolve problems through free and informal communications. Consequently, the grievant(s) may first attempt to resolve the grievance with the immediately involved supervisor. If such informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows; provided, however, that a grievance primarily involving the Superintendent may be initially submitted at Level II.

##### B. Level I

The grievance shall be submitted to the immediately involved supervisor in writing within twenty (20) days of occurrence or when the grievant(s) should have

had reasonable knowledge of the event giving rise to the grievance. The supervisor shall schedule a meeting to discuss the grievance within ten (10) days of the receipt of the grievance.

The supervisor shall provide the grievant(s) and the Association, if the latter is not a grievant, with a written response to the grievance within ten (10) days after the grievance meeting. Such answer shall include the reason(s) upon which the response is based.

**C. Level II**

If the grievance is not resolved or if the supervisor does not respond on a timely basis in the preceding step, the grievant(s) may appeal such grievance to the Superintendent or designee within ten (10) days after the receipt of the response at the prior level or the expiration of the time limit for the supervisor's response, whichever occurs first. The Superintendent or designee shall schedule a meeting to discuss the grievance, such to occur within thirty (30) days of the receipt of the appeal. The Superintendent shall have ten (10) days after the grievance meeting in which to provide his/her written decision, including the reasons for such decision, to the grievant(s) and to the Association.

**D. Level III**

If the Association is not satisfied with the disposition of the grievance at Level II, or the Level II time limits expire without issuance of the Superintendent's or designee's written opinion, then the Association may submit the grievance to final and binding arbitration.

The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. Shared costs shall include the American Arbitration Association fee, arbitrator's fee, one (1) transcript for the arbitrator, and hearing room fees. Costs do not include legal fees or additional transcript fees incurred by either party.

The request for arbitration of the grievance must be made in writing to the Superintendent and the American Arbitration Association within thirty (30) days after receipt of the Superintendent's written opinion, or within thirty (30) days after the time limits of Level II have expired, whichever comes first.

The arbitrator shall be selected utilizing the services of the American Arbitration Association, which shall serve as the administrator of such proceedings. The arbitrator shall have no power to amend, modify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented in writing, and his/her decision must be based solely on his/her interpretation of the meaning or application of this Agreement. The arbitrator shall issue the award in accordance with the practices of the American Arbitration Association unless otherwise agreed to by the parties.

### **14.3 General Provisions**

- A.** A grievance may be withdrawn at any level without establishing a precedent.
- B.** By mutual agreement, any step of the grievance procedure may be bypassed.
- C.** Grievances involving an administrator above the building level may be filed initially at the Superintendent's level.
- D.** By mutual agreement, a grievance may be settled at any step without establishing precedent.
- E.** Should any grievance meeting or hearing require that a teacher or an Association representative be released from his/her regular assignment, such teacher or representative shall be released without loss of pay or benefits.



## **ARTICLE 15**

### **LEAVES OF ABSENCE**

#### **15.1 Sick Leave**

##### **A. Sick Leave**

Each teacher shall be entitled to a total of fifteen (15) sick leave days with full pay per school term. Such sick leave shall accumulate to a maximum of three hundred ninety (390) days (provided the allotment of fifteen (15) days shall be used before reducing the total accumulation of three hundred ninety (390) days). A separate record will be kept of sick leave above the three hundred ninety (390) days in the event of future value or use as may be agreed between the parties. Sick leave shall be interpreted to mean personal illness, serious illness, or death in the immediate family or household, or birth, adoption, or placement for adoption. Sick leave may also be used to attend the funeral of persons other than the immediate family, provided such usage does not disrupt the operation of the District. The immediate family for the purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, children-in-law, step-parents, stepchildren, step-brothers, step-sisters, step-grandparents, step-grandchildren, aunts, uncles, nieces, nephews, cousins, wards, legal guardians, and civil union partners. The Board may require certification as a basis for pay during leave after an absence of three (3) days for personal illness or as the Board may deem necessary in other cases. If the Board does require a certificate as a basis for pay during leave of less than three (3) days for personal illness, the Board shall pay the expenses incurred by the teacher in obtaining the certificate. For paid leave for adoption or placement for adoption, the Board may require that the teacher provide evidence that the formal adoption process is underway, and such leave is limited to 30 days.

Each month teachers shall be informed in writing of their accumulated available sick leave and personal leave days (subject to the ability of the Business Office to reflect such in the District's online employee information system).

Teachers employed after the start of the school year shall have their sick leave provided for on a pro-rated basis using the days remaining to the end of the school year divided by the number of days in a school term excluding emergency days times fifteen (15) rounded up to the nearest whole number.

All part-time teachers shall be allowed the same number of days of part-time paid sick leave as corresponding full-time teachers.

##### **B. Catastrophic Leave**

After current and accumulative sick leave has been used, a teacher shall be granted a further emergency sick leave up to fifty (50) days at full pay for catastrophic illness or injury. The days used from this emergency sick leave may not be replaced or replenished. However, each teacher, upon reaching three hundred forty (340) accumulated unused sick leave days, shall have the teacher's emergency sick leave days decreased in number for each day the teacher accumulates unused sick leave days above three hundred forty (340), regardless of whether or not such days are later used.

**C. Gift to Self of Future Sick Leave Days**

After using accumulated sick leave days and any available catastrophic sick leave days, a teacher may then request that the teacher's sick leave days for the next school year (15 days) be allotted to the teacher in advance (i.e., "gifts" sick leave days to self). The teacher shall "pay back" those sick leave days on a pro-rated basis based on the number of sick leave days borrowed. (For example, if the teacher borrows 15 sick leave days from himself, he would "pay back" those sick leave days to himself five [5] days each year for three [3] years. Stated differently, that teacher would have 10 sick leave days available for each of the next three [3] years.)

If a teacher leaves the District after using one (1) year advance of the teacher's sick leave days (i.e., "gifted" sick leave days to self), the teacher will not have to reimburse the District for the use of those sick leave days. The District will forgive the "gifted" sick leave days used.

At no time shall a teacher be required to gift future sick leave days to himself/herself if the teacher is still in the process of paying back previously gifted sick leave days.

**D. Sick Leave Bank**

1. The Board shall establish a Sick Leave Bank which is intended to alleviate the hardship caused to a teacher and teacher's immediate family if a catastrophic illness or injury, as defined in this Section, necessitates a prolonged absence from work and forces the teacher to exhaust all of the teacher's accrued sick and personal leave time and lose compensation from the District.
2. **Definitions**
  - a. Day: Equates to the donating teacher's and the recipient teacher's FTE.
  - b. Immediate family member: Spouse, civil union partner, child, parent (including in-laws), or as otherwise jointly agreed to by the Superintendent or designee and the Association President.

- c. Sick leave bank: A depository into which teachers donate accrued sick leave days for allocation to participating teachers.
- d. Catastrophic Illness or Injury: A temporary disability or incapacity resulting from a life-threatening illness or injury, or illness or injury of other catastrophic proportion as jointly determined by the Association President and Superintendent or designee.

Catastrophic illness or injury may be due to, but not limited to, cancer, heart disease, stroke, or another serious illness or injury. Medical certification from the teacher's doctor may be required. The District retains the right to have the teacher examined by a doctor selected by the District.

Factors to be considered in determining if a teacher's immediate family member qualifies the teacher for use of the Sick Leave Bank may include, but are not limited to, the nature and duration of the catastrophic illness or injury, as defined above. Medical certification from the immediate family member's doctor may be required.

- 3. Each teacher currently employed by the District and who has worked in the District for two (2) or more years shall donate one (1) sick leave day to the Sick Leave Bank from his/her accumulated sick leave for the 2014-2015 school year. Each new teacher, upon rehire the third year, shall donate one (1) day to the Sick Leave Bank. A teacher, who upon retirement will not have the full allotment of sick days by the Teachers' Retirement System ("TRS") or state statute, may elect to receive back his/her donated sick leave day when submitting his/her irrevocable notice to retire.

#### 4. Eligibility

- a. Use of Sick Leave Bank for Teacher: A teacher who has contributed to the Sick Leave Bank shall be eligible to utilize days from the Sick Leave Bank for a catastrophic illness or injury after the teacher has:
  - worked in the District for a minimum of two (2) consecutive school years;
  - exhausted all of the teacher's own accrued sick and personal leave days;
  - exhausted all available catastrophic leave days; and
  - exhausted one (1) year advance of the teacher's sick leave days (15 days) (i.e., "gifted" sick leave days to self) (see Section 15.1.C).

- b. Use of Sick Leave Bank for Teacher's Immediate Family: A teacher who has contributed to the Sick Leave Bank shall be eligible to utilize days from the Sick Leave Bank for an immediate family member who has a catastrophic illness or injury after the teacher has:
- worked in the District for a minimum of two (2) consecutive school years;
  - exhausted all of the teacher's own accrued sick and personal leave days; and
  - exhausted one (1) year advance of the teacher's sick leave days (15 days) (i.e., "gifted" sick leave days to self) (see Section 15.1.C).
5. The maximum number of days allowed to be used by a teacher from the sick bank is 25 days per school year. The Association President and Superintendent or designee may jointly decide to grant use of additional days from the Sick Leave Bank at their discretion for unusual and extenuating circumstances.
6. Teachers utilizing sick leave days from the Sick Leave Bank shall not be required to replace those days in the Sick Leave Bank.
7. A teacher, who upon retirement will not have the full allotment of sick days by TRS or state statute, may elect to receive back his/her donated sick leave day when submitting his/her irrevocable notice to retire.
8. The Business Office shall administer the Sick Leave Bank.
9. To request use of days from the Sick Leave Bank, an eligible teacher shall submit a request in writing to the Personnel Office within a reasonable time prior to the first day of leave used pursuant to the Sick Leave Bank.

## **15.2 Bereavement Leave**

Any teacher shall receive a bereavement leave with pay for any death in the immediate family not to exceed five (5) days per school year, without deduction from sick leave. Immediate family shall be defined as in Section 15.1 above. Sick leave may also be used to attend the funeral of persons other than the immediate family, provided such usage does not disrupt the operation of the District.

## **15.3 Jury Duty/Court Appearance**

Teachers shall suffer no loss in pay while on jury duty or because such teacher, pursuant to subpoena issued by the clerk of a court and served on such teacher, attends as a witness upon trial or to have his or her deposition taken in any school related matter pending in court. Said absence due to the aforementioned jury duty or court appearance shall not reduce the number of personal or sick leave days referred to in this Article.

#### **15.4 Personal Leave**

Upon written notice to the Superintendent or designee, teachers shall be granted personal leave with pay of three (3) days each school year for personal or business use. "Personal or business" use shall mean leave to take care of matters which cannot reasonably be scheduled outside work hours. Unused personal leave for such purposes shall be cumulative to a maximum of four (4) days. Unused personal leave days shall be added to accumulated sick leave days each year after the stated limit is reached. All unused personal days will carry over each year until the limit of four (4) days is reached.

Personal leave shall not be used during the first or last week of the school year, the last work day immediately prior to or immediately following holidays, nor in increments of more than two (2) consecutive work days, except in the case of a specific situation explained to and approved by the Superintendent or designee or for observance of recognized religious holidays (as defined by the religious holiday calendar attached hereto as Appendix D) of the teacher's faith, not recognized by the school calendar.

In the event of any legal action against the Association brought in a court or administrative agency because of its compliance with this Article, the Board agrees to defend such action, at its own expense and through its own counsel, provided: (i) the Association promptly gives notice of such action in writing to the Board and permits the Board's intervention as a party if it so desires; and (ii) the Association gives full and complete cooperation to the Board and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels. The Board agrees that in any action so defended, it will indemnify and hold harmless the Association from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Association's compliance with this Section. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Association.

#### **15.5 Battery Against Teachers Within Scope of Employment or Otherwise School Related**

- A. As used in this Article, "battery" means the infliction of physical injury or the use or threat of force upon the body of the teacher within the scope of employment or otherwise school related.
- B. Battery committed against teachers shall be regarded by District authorities as a matter of grave concern. The District recognizes the lawful right of a teacher to take reasonable action to protect himself/herself or students in a case of battery. In any case, when a battery occurs, such shall be reported by the teacher or other witnesses to the District Administration. Notification to proper law enforcement authorities shall be in accordance with Section 10-21.7 of the School Code.

- C. In the event of a battery upon a teacher, the Board shall render reasonable assistance to the teacher in dealing with law enforcement authorities who may investigate such incident.
- D. Any student found to have committed a battery upon a teacher shall be subject to discipline up to and including expulsion, taking into account the severity of the battery.
- E. Work time lost by a teacher because of a battery shall result in no loss of salary or accumulated sick leave for a period not to exceed twenty (20) work days. The teacher shall return to the District any worker's compensation received during such time.

#### **15.6 Sabbatical Leave**

##### **A. Purpose**

Sabbatical leave shall be a leave of absence for the purpose of professional advancement which shall result in a benefit to the schools of the District. Sabbatical leave may be granted for study or travel or both.

##### **B. Eligibility**

To be eligible for sabbatical leave, a full time teacher shall have served in the District's schools for at least six (6) years. This leave shall be available to all teachers.

##### **C. Procedure**

A teacher desiring sabbatical leave shall make written application to the Superintendent which shall include statements as to the applicant's educational qualifications, experience, and a detailed outline of the project for which leave is requested.

1. Applications for leave during the Fall semester shall be filed before February 1. Applications for leave during the Spring semester shall be filed before October 1.
2. In making his/her selection of those to be recommended for sabbatical leave, the Superintendent shall give first consideration to the benefits which accrue to schools of the District from such leave. Other factors to be considered are length of service, contribution to the general welfare of the schools, and benefit to the individual.

##### **D. Length of Sabbatical Leave**

Sabbatical leave may be granted for one (1) semester or for one (1) full year. Such leave shall start only at the beginning of the Fall or Spring semester.

**E. Sabbatical Leave for Study**

If a sabbatical leave is granted for the purpose of study, the teacher shall enroll as a full-time student in his/her college/university during each semester of leave.

**F. Sabbatical Leave for Travel**

If a sabbatical leave is granted for travel, the teacher shall have submitted a detailed plan which assures enrichment in areas related to the teacher's effectiveness in the District and community. The plan shall be approved by the Superintendent.

**G. Compensation and Benefits**

1. The allowance granted to a teacher on sabbatical leave shall be one-half ( $\frac{1}{2}$ ) of the teacher's salary as if in actual service, or the minimum salary as described in Section 24-8 of the *School Code*, whichever is greater.
2. A recipient on sabbatical leave shall retain all rights of tenure, salary progression (see Section 17.1), and pension rights the same as though teaching during that period. Upon return to service, the teacher shall be reassigned in accordance with Section 15.8.F.4 of this Agreement.
3. The Board shall continue to pay the recipient's group insurance premiums and other benefits as paid for all full-time teachers, including all contributions to the Illinois Teachers' Retirement System ("TRS"), computed on the recipient's salary for the year as if in actual service, pursuant to Section 17.4 of this Agreement.
4. The applicant may receive appropriate scholarships, grants, and other salary or compensation for activities directly related to the purpose for which his/her sabbatical leave is granted, in addition to the salary from the District.

**H. Return to District**

Each applicant for sabbatical leave shall agree in writing to return to and perform contractual service in the District for a period of one (1) year after his/her return. If a recipient does not so return and perform after his/her sabbatical leave, he/she shall refund to the Board the amount of compensation and other payments made to or for his/her benefit during that leave. This provision shall not apply when, upon proper medical certification, it is determined that such return and performance are prevented by illness or incapacity.

**I. Selection**

The number of sabbatical leaves granted in any year shall not exceed four (4) members of the total certificated staff.

**J. Sabbatical Leave Reports**

The Superintendent may require a report at the conclusion of the leave, the type and form of such a report to be defined by the Superintendent and shared with the recipient prior to the leave.

**15.7 Unpaid Leaves of Absence**

Teachers may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave (Section 15.8) and any other specific conditions which may apply as set forth in subparagraphs A through C below.

**A. Parental Leave**

Any teacher who has entered upon contractual continued service shall be entitled to parental leave without pay or other benefits subject to the general conditions of Section 15.8 below. The effective dates of the leave shall be determined pursuant to Section 15.8.C below, except that the leave shall be extended for one (1) additional school year beyond the balance of the year in which it commences if the teacher so requests on or before February 1 of the year in which the leave commences or within twenty (20) days of the leave commencing, whichever is later.

Nothing in this section shall be construed as requiring any teacher to apply for parental leave. A teacher may utilize accumulated sick leave during any period of disability related to pregnancy, or delivery of the child. The parties agree that in cases of pregnancy the teacher shall be entitled to use a maximum of thirty (30) accumulated sick leave days for work days, without medical certification as may otherwise be required by Sections 15.1 or 15.8.B of this Agreement. Similarly, a teacher may utilize a maximum of thirty (30) accumulated sick leave days for work days for adoption or placement for adoption, without medical certification as may otherwise be required by Section 15.8.B of this Agreement. Further he/she, upon the teacher's request, shall be granted a leave of absence without pay or other benefits during any period of disability subject to Section 15.8.B below. Also, see reference to the *Family and Medical Leave Act* in Section 15.8.J below.

**B. Disability Leave**

Any teacher who is temporarily disabled and has exhausted all available sick leave shall be entitled to disability leave without pay or other benefits (except as eligible under TRS) subject to the general conditions of Section 15.8 below. Such leave shall be for the period of temporary disability only.



For purposes of this section, any absence because of disability or incapacity for less than 25% of the teacher's years of service to the District from the same illness or incapacity shall be deemed a temporary disability. Thereafter, such absence shall be deemed a permanent disability unless mutually agreed otherwise.

**C. General Leave**

Any teacher may request a leave without pay and other benefits for such other purposes deemed appropriate and beneficial to the School District as determined by the Board subject to the general conditions of Section 15.8 below. If deemed to be appropriate and beneficial to the District, such purposes may include, but not be limited to, such things as child care, extended illness of a family member, military leave, or other personal reasons.

**15.8 General Conditions for Unpaid Leaves of Absence**

Unless otherwise set forth in this Agreement, leaves of absence may be granted by the Board for the reasons stated in Section 15.7 above, subject to the following general terms and conditions:

**A. Timelines for Requesting Leaves**

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following year, by February 1 of the preceding school year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave and the basis for the emergency. The Superintendent shall notify the teacher promptly following the Board's next regular meeting of the disposition of the leave request.

**B. Medical Substantiation**

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least thirty (30) calendar days prior to the return of any employee on an unpaid leave for personal medical reasons.

**C. Structuring of Leave**

The teacher and the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of the related District program, medical factors if relevant, duration of the leave requested, availability of substitutes, and other pertinent time factors related to the request.

Leaves may be granted for up to two (2) school years. Every effort shall be made to have the leaves terminate immediately prior to the start of a new school year. Such leaves shall commence upon (i) the date agreed upon by the Superintendent or designee and the teacher; or (ii) the actual date of disability, whichever comes first. For the purposes of insurance coverage, leaves which commence during the summer recess shall begin no later than September 1.

**D. Sick Leave**

Sick leave shall not be applicable during the period of any leave except as described in Sections 15.1, 15.7.A, and 15.7.B of this Agreement. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to the District unless used as described in Sections 15.7.A and 15.7.B of this Agreement.

**E. Insurance Benefits**

With the consent of the carrier, a teacher on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the Business Office or elsewhere pursuant to its direction.

**F. Return to Service**

**1. Notice of Intent to Return**

Any teacher granted an unpaid leave of one (1) school year or more as a condition thereof shall advise the Superintendent or designee in writing no later than February 1 prior to the termination of such leave that he/she intends to return to employment. For leaves granted for periods of time less than one (1) school year, the Superintendent or designee shall consult with the teacher with regard to establishing a reasonable date for notice of return. Failure to advise the Superintendent or designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the District.

**2. Early Return from Leave**

A teacher on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist. Such a request shall be granted at the discretion of the Superintendent, if reasonably possible.

**3. Salary Schedule Vertical Movement and Seniority**

A teacher returning from an unpaid leave of absence shall not receive an increase in salary which might otherwise have been attained had he/she not gone on leave. For example, a teacher "on schedule" takes a one (1) year leave of absence during the 2015-2016 school year, he/she will not

receive a raise for the 2015-2016 school year, but will receive a raise in the 2016-2017 school year. Thus, his/her salary for the 2016-2017 school year will be his/her 2014-2015 salary increased by 4.56%. (See Section 17.1.) For leaves of more or less than one (1) year, the teacher shall be required to have worked for ninety (90) or more work days within the school year to receive the raise indicated for the year of the leave.

Accrual of seniority while on an unpaid leave shall be governed by Section 9.1.F of this Agreement (i.e., the 60-day rule).

**4. Credit Earned While On Leave**

Credit hours earned during the leave shall be compensated provided they are taken in accordance with Article 8 of this Agreement and further provided the teacher returns to employment immediately following expiration of the leave for a period of one (1) year.

**5. Position Upon Return**

Upon the teacher's return to service, if he/she desires, the Board will consider the teacher's request to return to his/her former position.

**G. Non-Tenured Teachers**

A leave may be granted to a non-tenured teacher by action of the Board of Education, subject to all the conditions applicable to a tenured teacher, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the *School Code* for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced his/her first probationary year, except that any fourth year probationary teacher who is granted a leave for a period of time within forty-five (45) calendar days prior to the end of such school year, shall be considered to have met the continuous employment necessary to be considered for contractual continued service. The granting of leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board.

**H. Board Discretion**

Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate. The granting or denying of an unpaid leave or extension shall be non-precedential with respect to any other request for leave by a teacher in the District.

**I. Eligibility for Further Leaves**

Anything in this section to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

**J. Family and Medical Leave Act**

All leaves of absence shall be subject to the terms of the District's Board Policy No. 5:185 (Appendix B) regarding the *Family and Medical Leave Act*, where applicable. Such leaves are subject to the grievance procedure. If the Board desires to change the FMLA Policy, it shall be negotiated with the Association.

**15.9 Military Leave**

Teachers shall be granted leave for military service, subject to the conditions in the *School Code* and other applicable state and federal laws.

**15.10 Job Sharing**

Tenured teachers, working with their principals, may prepare and submit specific job sharing plans to the Superintendent of Schools. Such plans shall become operative when recommended by the Superintendent and approved by the Board.

The Superintendent, after consultation with the teachers and principal, will establish guidelines for implementation of the plan. Such guidelines shall include, but not be limited to, the following:

- Teachers understand that a job share is a 1.0 FTE position shared between teachers;
- Teachers will attend all District Institute Days identified on the District-adopted calendar;
- Teachers will attend all parent-teacher conference days and times;
- Teachers will attend all required special meetings (climate, school safety, etc.);
- Teachers are not expected to attend a routine meeting (i.e., 40 minutes) on a day not assigned to work;
- Teachers will meet with principal/building administrator/and job share teacher following every faculty meeting to be brought up-to-date on the building initiatives as needed; and
- Teachers will make an effort to attend early release day workshops and meetings; teachers will meet with principal/building administrator following the meetings to be brought up-to-date on any missed information.

Job sharing plans shall normally be considered and approved on a yearly basis. On the recommendation of the Superintendent and approval by the Board, exceptions may be

made to this time limit. Any teacher in a job sharing position shall advise the Superintendent or designee in writing no later than February 15 that he/she intends to return to full-time employment.

Participants in job-sharing positions will receive insurance in accordance with Section 16.2 and pro-rated leave benefits. Contributions to the Teachers' Retirement System will be proportionate to the time served and salary earned. During the period of time spent in a job-sharing position, tenure status shall be retained.

Any teacher whose request for job-sharing is denied, shall receive the rationale for such denial in writing from the Superintendent.

#### **15.11 Part Time Employment Requirements (Non-Job Share)**

In addition to any meetings or conferences occurring during their regular work schedules, teachers who work less than 1.0 FTE, known as "part time," shall attend the following:

- all District institute days identified on the District-adopted calendar;
- all parent-teacher conferences;
- all early release day workshops and meetings adjacent to their regularly-scheduled work times;
- all special meetings adjacent (within 60 minutes or less) to their regularly-scheduled work times as required by the principal/building administrator, including, but not limited to, meetings pertaining to such topics as climate and school safety; and
- any other routine staff meetings occurring outside their regular work schedules but adjacent to their regularly-scheduled work times.

For all missed meetings, part time teachers shall be responsible for meeting or otherwise communicating with their principal/building administrator (or designee) to learn what was discussed.

## ARTICLE 16

### **INSURANCE**

#### **16.1 Health and Dental Insurance**

The Board shall, for each teacher (except those subject to Section 16.2 below) pay an amount equal to 100% of the premiums for individual health insurance coverage and individual dental insurance coverage.

For the 2014-2015 school year, each teacher electing individual health insurance coverage shall pay \$250 per year toward the individual health insurance premium (PPO or HMO) and the Board shall pay the remaining portion of the individual health insurance premium.

Effective September 1, 2015, each teacher electing individual health insurance coverage shall pay \$500 per year toward the individual health insurance premium (PPO or HMO) and the Board shall pay the remaining portion of the individual health insurance premium.

In addition, the Board shall contribute an amount toward Family PPO and HMO health insurance coverage equal to 25% of the premium.

Teachers who elect to opt out of health insurance coverage shall be entitled to a \$100 payment in any year for which they opt out during the period of annual open enrollment, except for mid-year hires who may opt out at the time of employment.

The Board shall not change health insurance carriers or substantially change its health insurance plan during the term of this Agreement without the Association's consent. In exchange for such consent, the parties recognize that once a carrier is approved by the both parties, the carriers themselves may implement changes to which the parties shall be bound unless mutually agreed otherwise. Upon notice of any such changes from the carrier, the parties agree to discuss such changes by means of an insurance committee.

The Board and Association agree that in the event of any state or federal imposed law that substantially impacts the cost of health insurance, either party shall be entitled to make a written demand to reopen the provisions of this Article for renegotiation. In the event such negotiation is opened, the parties also agree that all terms and conditions of this contract will be opened for negotiation, with the exception of length of contract and salary provisions. The parties expressly agree that Section 21.6 will be waived.

#### **16.2 Part-Time Teachers**

Part-time teachers who are employed less than fifty percent (50%) time shall not be eligible for insurance participation and, therefore, shall not receive Board contributions toward insurance.

For part-time teachers who are employed fifty percent (50%) or more, the Board and the part-time teacher shall contribute to health and dental insurance premiums as follows:

2014-2015 School Year		
	Board Contribution	Part-Time (≥50%) Teacher Contribution
0.50-0.59 FTE	60%	40% plus 60% of \$250
0.60-0.69 FTE	70%	30% plus 70% of \$250
0.70-0.79 FTE	80%	20% plus 80% of \$250
0.80-0.89 FTE	90%	10% plus 90% of \$250
0.90-.99 FTE	100%	0% plus 100% of \$250

Beginning the 2015-2016 school year, for part-time teachers who are employed fifty percent (50%) or more, the Board and the part-time teacher shall contribute to health and dental insurance premiums as follows:

Effective 2015-2016 School Year		
	Board Contribution	Part-Time (≥50%) Teacher Contribution
0.50-0.59 FTE	60%	40% plus 60% of \$500
0.60-0.69 FTE	70%	30% plus 70% of \$500
0.70-0.79 FTE	80%	20% plus 80% of \$500
0.80-0.89 FTE	90%	10% plus 90% of \$500
0.90-.99 FTE	100%	0% plus 100% of \$500

### 16.3 Life Insurance

For each full-time teacher and part-time teacher employed fifty percent (50%) or more, the Board shall pay an amount equal to 100% of the premium for \$75,000 term life insurance (including accidental death and dismemberment).

**ARTICLE 17**  
**COMPENSATION**

**17.1 Compensation**

Although there will be no salary schedule for the term of this Agreement, it is the intention of the parties that the parameters of the schedule will be retained. Therefore, teachers will be referred to as “on schedule” before they attain a certain number of years in the District (or years total if granted years of employment in another District when hired\*) and “off schedule” when they have more than those number of years in the District.

(\*Example: A teacher with 10 years of experience is hired with BA. The District hires the teacher and grants 5 years of experience. The teacher will have 6 years to remain “on schedule” in that lane before becoming “off schedule.”)

The salary increase for the 2014-2015, 2015-2016, 2016-2017, 2017-2018, and 2018-2019 school years is set forth as follows:

**A. 2014-2015**

All teachers “on schedule” will receive an increase in salary of a minimum of 4%. All teachers “off schedule” will receive an increase in salary of 2%.

**B. 2015 - 2016**

All teachers “on schedule” will receive an increase in salary of a minimum of 4.37%. All teachers “off schedule” will receive an increase in salary of 2%.

**C. 2016 - 2017**

All teachers “on schedule” will receive an increase in salary of a minimum of 4.56%. All teachers “off schedule” will receive an increase in salary of 2%.

**D. 2017 - 2018**

All teachers will receive an increase based on CPI. The percent increase shall not be less than 1.75% (floor) nor more than 4% (ceiling).

The Consumer Price Index-All Urban Consumers (CPI-U) to be used in the formula above is the percentage increase in the Consumer Price Index required to be used to determine the School District’s tax levy extension under the Illinois Property Tax Extension Limitation Law (PTELL). This CPI percentage increase is the increase required by PTELL to be applied to the School District’s tax levy.



**E. 2018 - 2019**

All teachers will receive a raise based on CPI. The percent increase shall not be less than 1.75% (floor) nor more than 4% (ceiling).

The Consumer Price Index-All Urban Consumers (CPI-U) to be used in the formula above is the percentage increase in the Consumer Price Index required to be used to determine the School District's tax levy extension under the Illinois Property Tax Extension Limitation Law (PTELL). This CPI percentage increase is the increase required by PTELL to be applied to the School District's tax levy.

	On Schedule	Off Schedule
BA - BA 27	Years 1-11	Years 12+
MA - MA27	Years 1-17	Years 18+
MA36 - MA42	Years 1-18	Years 19+
MA45	Years 1-21	Years 22+

**F.** The Superintendent or designee and Association President shall maintain a spreadsheet of teachers' salaries and educational advancement.

**G. Placement of New Teachers**

The Board retains the right to determine the starting salary of newly hired teachers on the New Teacher Hire Grid (Appendix A). For purposes of this provision, the term "New Teacher" shall be construed to include any teacher employed for the first time in the District or who has experienced a break in teaching service to the District. For purposes of this provision, a "break in teaching service" shall be as defined in Section 24-13 of the *School Code* (105 ILCS 5/24-13). The Board's determination of a newly hired teacher's starting salary on the New Teacher Hire Grid shall not be subject to the grievance procedure.

Yearly salary increments shall be computed as of the beginning of each school year and shall be figured to the nearest one-half ( $\frac{1}{2}$ ) year in the case of a teacher who starts teaching in the District at a time other than the beginning of the school year, provided in accordance with Section 15.8.F.3 of this Agreement.

**17.2 Additional Compensation**

**A. Educational Advancement**

Although there are no "lanes" in this Agreement, the percentage increase that was previously granted for additional education will be retained through language that reflects the terms of previous contracts (see below).

Lane advancement shall be limited to one (1) lane movement every two (2) school years.

Advancement to the MA45 lane shall be permitted only for teachers who have been in the District for at least six (6) consecutive school years (i.e., the teacher may advance upon his/her seventh (7th) consecutive year in the District).

Effective the 2014-2015 school year, teachers shall receive a salary increase (in addition to the annual salary increase) for achieving educational advancements as follows:

	Increase
BA - MA	14.5%
MA - MA15	7.0%
MA15 - MA30	7.0%
MA30 - MA45	7.0%

For teachers on discontinued lanes (BA9, BA18, BA27, MA09, MA18, MA27, MA36 and MA42) increases to the current accepted points (lanes) shall be as follows:

	Increase
BA9 - MA	10.5%
BA18 - MA	7.0%
BA27 - MA	3.3%
MA9 - MA15	3.3%
MA27 - MA30	3.3%
MA42 - MA45	3.4%

For purposes of adjusting the “lanes” to MA, MA15, MA30, and MA45, the prior lane labeled “MA18” will become MA15. Teachers who are currently in the MA18 lane will be considered as in the MA15 lane. However, for the purpose of future lane movement, teachers will still have the additional three (3) credit hours, or any other completed credit hours, toward lane movement.

Similarly, the prior lane labeled “MA36” will become MA30. Teachers who are currently in the MA36 lane will be considered as in the MA30 lane and will have the earned six (6) (or more) credit hours that will count toward future lane movement.

#### **B. Special Grandfather Provisions**

1. Teachers who had already been approved for lane movement to BA18 in the 2014-2015 school year shall be permitted a one-time opportunity to move.
2. Teachers who are currently in the MA45 lane, but have not been in the District for at least six (6) consecutive school years shall be grandfathered and, therefore, may remain on that lane.

### **17.3 Proportional Duties**

Teachers who are employed for less than a full school day will be compensated at a rate proportional to the length of their employment day.

### **17.4 TRS Contribution**

The Board shall pay to the Illinois Teachers' Retirement System ("TRS") the teacher contribution to the TRS as required in the last paragraph of Section 16152.1(c) of the Illinois Pension Code. The salaries pursuant to Section 17.1 include the Board's total contribution to the TRS and represents the total compensation of the teacher. Any compensation which is not pursuant to Section 17.1 shall be treated the same as compensation pursuant to Section 17.1. The favorable income tax treatment, provided teachers under Section 16-152.1(c) of the Pension Code, shall continue only for so long as approval continues under the ruling of the Internal Revenue Service. If the Board is assessed any penalty or payment by the IRS for insufficient deductions from income, the penalties or payments shall be deducted from the teacher's salary.

### **17.5 Salary Payment Options**

#### **A. 12 Month/10 Month Pay Option**

Teachers shall have a choice of either being paid on a twelve (12) month basis or a ten (10) month basis. Checks will be issued semi-monthly in twenty-four (24) equal installments (based on the twelve (12) month option) or semi-monthly in twenty (20) equal installments (based on the ten (10) month option). Pay dates will be on the 15th and the last day of the month. If a regular pay date during the school term falls on a day when school is not in session, teachers will receive their checks on the last work day prior thereto. During the summer, for teachers who do not receive direct deposit, checks will be mailed at least two (2) days before the pay date so as to attempt to reach teachers on the appropriate day.

#### **B. Early Pay Option**

Each teacher who has elected the twelve (12) month pay option may also elect to receive his/her July and August paychecks on the final pay day in June by applying in writing to the Superintendent by March 1. Once the teacher has elected to receive the July and August payments on the final pay day in June, the election shall remain in effect from year to year unless the teacher gives written notice to the Superintendent by March 1 that the teacher desires to return to a regular payment schedule. Only one (1) change per school year may be made.

**ARTICLE 18**  
**FRINGE BENEFITS**

**18.1 Payroll Deductions**

The Board shall make payroll deductions for each teacher who authorizes in writing at least fifteen (15) days in advance of the start or change in such deductions. These deductions can be for such items as, but not limited to: Annuities, United Way, Credit Unions, and Salary Redirect Plans.

**18.2 Salary Redirect or Flex Plan**

- A. The Board shall maintain a cafeteria plan which meets the requirements of the Section 125 and other applicable provisions of the Internal Revenue Code. If, at any time, such Section 125 and/or the other applicable provisions of the Internal Revenue Code are amended, the parties shall promptly meet to agree upon an amendment of the cafeteria plan.
- B. A teacher may annually elect to participate in the Salary Redirect Plan by choosing to receive benefits not to exceed \$20,000 in any plan year. The amount elected shall be deducted from the teacher's compensation. The teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits.
  - 1. Premiums for single or dependent coverage for medical, dental, disability, and/or other qualified insurance, to the extent such premiums are not paid by the Board.
  - 2. Reimbursement for the cost of medical care, as defined in Section 213(d) of the Internal Revenue Code, to the extent not covered by insurance and incurred by the teacher, the teacher's spouse, and/or the teacher's dependents.
  - 3. Reimbursement for qualified dependent care assistance as defined and allowed in Section 129(e)(1) of the Internal Revenue Code.
- C. The amounts herein allocated shall be payable upon the submission by the teacher of receipts in amounts of at least \$100.00, except at the plan year end. Any amounts so allocated for which reimbursement cannot be demonstrated on a timely basis will be forfeited and not otherwise paid to the teacher or carried over to the following plan year.

**18.3 Employee Assistance Program**

The Board will provide an Employee Assistance Program.

#### **18.4 Direct Deposit**

The Board will maintain a direct deposit system for teachers electing direct deposit.

## ARTICLE 19

### **EXTRA DUTY STIPENDS**

#### **19.1 Definition**

Extra duty shall be defined as those Board-approved interscholastic/intramural activities, clubs, supervisory duties, or instructional duties designated as such by this Agreement. Typically, such extra duties shall include activities which meet or are carried on outside of the regular school day, during scheduled lunch periods, planning times, or are conducted during times when teachers are not carrying out their normal duties and responsibilities.

#### **19.2 Notification**

An effort shall be made to distribute notification of extra duty positions no later than June 1 of each year by the building principals, except that such assignments may be added, deleted, or modified depending on physical facilities, financial resources, teacher qualifications, and student interest. In the event of such changes, the involved employee(s) will be notified as promptly as possible. District teachers shall have first consideration for the first ten (10) days of the posting. Postings will be open to other candidates on day eleven (11) of the posting. Postings will follow the same procedures/guidelines as stated in Section 3.6 of this Agreement.

#### **19.3 Activity Descriptions**

Activity descriptions shall be submitted by the involved employee to the building principal by the end of the school year for consideration for the following year and will include:

- Number of student contact hours; and
- Category on the Extra Duty Schedule per Section 19.6.A.

#### **19.4 Coach/Activity Sponsor Student Ratios**

The Building Principal in consultation with the prior year's coach or activity sponsor shall establish an estimated coach/activity sponsor student ratio for each extra-curricular activity. The student ratio shall be expressed in the form of a range from high to low acceptable student ratios. Such student ratios shall serve merely as a guideline for which exceptions may be made in special circumstances.

The student ratio shall be indicated in the posting for each extra-curricular posting. Once the extra-curricular activity has begun, the coach or activity sponsor shall bring to the attention of the Building Principal any departures from the student ratio guideline.

## 19.5 Extra Duty Activities

### A. Proposals

Proposals for new clubs, activities, or sports by employees shall be submitted to the building principal in writing by May 1 of the year prior to the year for the proposed activity. Extra duty activities are eligible to receive stipends as per the Extra Duty Schedule, if Board approved.

### B. Supervision

The following supervisory activities shall be paid \$28 per hour for the 2014-2015 through 2018-2019 school years:

- Bus Duty;
- Hall Duty;
- Interscholastic;
- Lunchroom;
- Safety Patrol;
- School-wide Saturday Detention; and
- After School Study Hall.

## 19.6 Extra Duty Schedule

### A. Non-Instructional

<u>Activities</u>	<u>Stipend</u>	<u>Longevity</u>
141 hours	\$2,950	\$384
101-140 hours	\$2,528	\$329
71-100 hours	\$2,107	\$274
51-70 hours	\$1,686	\$220
35-50 hours	\$1,264	\$164
20-34 hours	\$842	\$109

Teachers supervising the same extra duty for two (2) consecutive years shall receive a longevity award in accordance with the above amounts beginning the third (3rd) consecutive year over and above the extra duty rate.\* Teachers currently receiving a \$300 longevity award shall continue to receive said award or the new award (whichever is higher) during this contract (hereinafter referred to as "grandfathered teachers"). If a position is "split" between teachers, then a grandfathered teacher shall receive a pro rata portion of the \$300 longevity award or new longevity amount reflected in the extra duty schedule above (whichever is higher) whereas a non-grandfathered teacher shall receive a pro rata portion of the new longevity reflected in the extra duty schedule above (e.g., assuming a grandfathered teacher and a non-grandfathered teacher split a 101-140 hour category position in the first year of this Agreement, the grandfather teacher shall receive \$150 longevity award and the non-grandfathered teacher shall receive \$132.50 longevity award).

Longevity will be specific to an individual extra-curricular activity but not specific to gender/grade level within said specific extra-curricular activity. For example:

Year 1: 7th grade girls basketball;  
Year 2: 8th grade boys basketball;  
Year 3: 7th grade girls basketball.

\*For the 2014-2015 through 2018-2019 school years, teachers shall not receive longevity movement for extra duty stipends. However, longevity credit shall accrue during those five (5) school years in the event longevity movement is restarted in a successor contract.

### **Instructional Support Staff**

The Mentoring Committee (see Section 8.3) may consider changes to the stipend structure and amounts for the District's mentoring program, subject to approval of the Board and the Association.

1. New Teacher Mentor: Base Pay \$1,072

Per Mentee Pay:

1st & 2nd Year Mentees: \$268/mentee

3rd & 4th Year Mentees: \$54/mentee

In school buildings where the administration has allowed that the position of New Teacher Mentor be split among more than one (1) teacher, then each New Teacher Mentor shall receive the full amount of base pay of \$1,072.

If there are no mentees in a particular building, then there may not be a mentor in a specific building as determined by the administration.

2. District Mentor: Base Pay \$3,215
3. Middle School Team Leader: Shall be paid in accordance with Section 19.6.A, 141 hours stipend (i.e., "Level A").



## ARTICLE 20

### NEGOTIATION PROCEDURES

#### **20.1 Good Faith**

The Board and the duly designated representatives of the Association agree to participate in good faith negotiations as prescribed by the *Illinois Educational Labor Relations Act*, according to the applicable rules of the Illinois Educational Labor Relations Board.

#### **20.2 Time Lines**

The Association shall notify the Board, in writing, by March 1, of the year the current Agreement expires of their desire to begin negotiations. The Board will respond to the Association no later than five (5) days after its next regularly scheduled meeting and a first meeting shall be set at a time mutually agreeable to both the Board and Association. Negotiation sessions shall be scheduled to begin by April 15, at a date and time mutually agreeable to the Board and the Association. When negotiations are conducted during regular school hours, release time shall be provided for the Association negotiating team.

#### **20.3 Information Sharing**

Upon request, the Board shall furnish the Association with a copy of public information necessary for the Association to conduct its negotiation responsibilities.

#### **20.4 Amending**

This Agreement may be amended by mutual agreement of the Board and Association. Either party desiring to amend this Agreement shall notify the President of the other party in writing of the proposed amendment as soon as possible before the desired amendment is to take effect.

#### **20.5 Mediation**

At any time, either party may request in writing that a mediator be employed to assist in the negotiation process.

When a request for a mediator has been made, pursuant to the preceding paragraph or pursuant to the *Illinois Educational Labor Relations Act*, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. If in the event the Federal Mediation and Conciliation Service does not assign a mediator within fifteen (15) calendar days, the American Arbitration Association shall be requested to appoint a mediator in accordance with the practices of the American Arbitration Association. The foregoing shall not preclude the use by mutual agreement of other appropriate mediators from a tertiary source such as, but not limited to, the Illinois Educational Labor Relations Board.

Any mediator or mediation administration costs incurred through mediation shall be shared equally by both parties concerned.

#### **20.6 Jurisdiction**

Interpretation of Section 20.1 shall be subject to the exclusive jurisdiction of the IELRB in accordance with the IELRA and applicable rules, in lieu of the procedures provided for in Article 14 of this Agreement.

## **ARTICLE 21**

### **EFFECT OF AGREEMENT**

#### **21.1 Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between parties.

This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment of this Agreement.

#### **21.2 Agreement vs. Contracts**

Any individual contract between the Board and members of the bargaining unit heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Such individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration, shall be controlling.

#### **21.3 Agreement vs. Board Policy**

This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

#### **21.4 Savings Clause**

If any provision of this Agreement or any application of this Agreement to any member or group of members of the bargaining unit is held contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

#### **21.5 Employer Rights**

Within the meaning of the IELRA, the Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure, and selection of new employees and direction of employees.

#### **21.6 No Strike/No Lockout**

There shall be no strikes or lockouts during the term of this Agreement.



**21.7 Duration**

This Agreement shall be effective as of the first day of the 2014-2015 school year and shall terminate at 11:59 p.m. on the day preceding the first day of the 2019-2020 school year, except as may otherwise be provided by the express terms of this Agreement.

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


*In Witness Whereof:*

**FOR THE BOARD OF EDUCATION  
OF NORTH SHORE SCHOOL  
DISTRICT NO. 112**


**FOR THE NORTH SHORE  
EDUCATION ASSOCIATION,  
IEA/NEA**



Board President



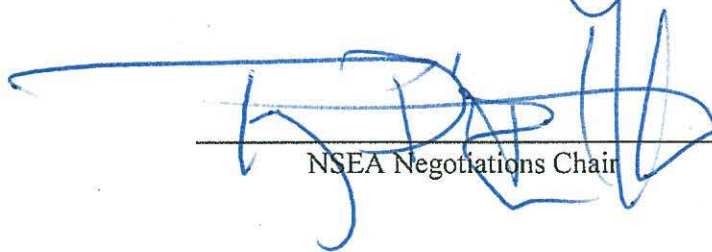
NSEA President



Board Secretary



NSEA Secretary



NSEA Negotiations Chair



## **MEMORANDUM OF UNDERSTANDING**

### **EARLY RELEASE**

The Board of Education and the Association agree that it is important for administrators to have an uninterrupted amount of time to be used for administrative-directed collaboration between the faculty and the administration. For the elementary schools, early release of the students will take place at 1:00 p.m. Elementary school teachers will have lunch from 1:00 p.m. to 1:30 p.m. and the teachers will meet with the administration from 1:30 p.m. to 3:30 p.m. for administrative-directed collaboration. For the middle schools, early release of the students will take place at 12:30 p.m. Middle school teachers will have lunch from 12:30 p.m. to 1:00 p.m. and the teachers will meet with the administration from 1:00 p.m. to 3:00 p.m. for administrative-directed collaboration. In the event school times are changed during the course of this Agreement, the above times shall be adjusted to accommodate such changes.

Early release days may be scheduled in each month of the school year for the purpose of holding collaborative meetings focused on student learning and achievement. The parties shall jointly establish a task force to determine the final number of these meetings and the days on which they shall be held. The members of the task force shall be selected jointly by the Superintendent or designee and the Association President or designee.

## MEMORANDUM OF UNDERSTANDING

### SHARING OF RATIFICATION DOCUMENTS

Prior to ratification by the Association and approval by the Board, each party shall provide the other with a copy of any contract language or summaries thereof, including appendices, which such party intends to present to its members for ratification or approval, as the case may be. This provision shall not be construed to require either party to provide the other with any editorial comments that either party intends to share with its membership.

If deemed appropriate by the parties, this memorandum will be incorporated into the next agreement.



## MEMORANDUM OF UNDERSTANDING

### HEALTH INSURANCE

As agreed to in the 2014-2019 Agreement, the Board shall provide split rates for HMO and PPO health insurance coverage to make the Family HMO option available at a reduced cost to teachers. In addition, as set forth in Section 16.1, the Board shall contribute an amount toward Family PPO and HMO health insurance coverage equal to 25% of the premium.

The Board and Association agree that effective the 2014-2015 school year, the following PPO health insurance plan (BCBS PPO Plan P08346) will be in effect:

Health Insurance - PPO	CURRENT	
Network	Blue Cross - PPO P08346	
	IN-NETWORK	OUT-OF-NETWORK
COINSURANCE	80%	60%
DEDUCTIBLE		
Individual	\$500	\$1,000
Family	\$1,500	\$3,000
OUT-OF-POCKET		
Individual	\$2,500	\$5,000
Family	\$7,500	\$15,000
OFFICE VISIT CO-PAY		
Preventive Care	\$0	60% after Ded.
Primary Care Physician (PCP)	\$20	60% after Ded.
Specialist	\$40	60% after Ded.
ER CO-PAY	\$150	\$150
RX CARD	Retail	Mail Order
Tier 1 Generic	\$10	\$20
Tier 2 Formulary Brand	\$40	\$60
Tier 3 Non-Formulary Brand	\$60	\$120

The Board and Association agree that effective the 2014-2015 school year, the following HMO health insurance plan (BCBS HMO Plan H00820) will be in effect:

Health Insurance – HMO	CURRENT
Network	Blue Cross – HMO H00820
INPATIENT CO-PAY	\$250 per day, up to 5 days per benefit period
OFFICE VISIT CO-PAY	
Primary Care Physician (PCP)	\$30
Specialist	\$50
ER CO-PAY	\$150
RX CARD	Retail
Tier 1 Generic	\$10
Tier 2 Formulary Brand	\$40
Tier 3 Non-Formulary Brand	\$60

## **NON-CONTRACTUAL MEMORANDUM OF UNDERSTANDING**

### **DOOR DUTY**

Unless otherwise specified below, elementary staff may be required to escort their students from the exterior door to their respective classrooms at 8:40 a.m.

Due to the bus schedule and traffic pattern outside Sherwood School, teachers at Sherwood may be required to escort their students from the exterior door to their respective classrooms at 8:36 a.m.

Due to the bus schedule and traffic pattern outside Red Oak School, teachers at Red Oak may be required to escort their students from the exterior door to their respective classrooms at 8:44 a.m.

**NON-CONTRACTUAL MEMORANDUM OF UNDERSTANDING**

**EXTENDED ADVISORY**

Grades 6-8 shall also have twenty (20) extended advisory periods per school year. Such extended advisory periods shall be no more than thirty-five (35) minutes in length.



## APPENDIX A

### NEW TEACHER HIRE GRID

2014-2015 New Teacher Hire Grid					
Experience	BA	MA	MA 15	MA 30	MA 45
1	\$43,415.00	\$49,707.00	\$53,187.00	\$56,908.00	\$60,892.00
2	\$44,066.00	\$50,452.00	\$53,984.00	\$57,762.00	\$61,805.00
3	\$44,727.00	\$51,209.00	\$54,794.00	\$58,628.00	\$62,732.00
4	\$45,398.00	\$51,977.00	\$55,616.00	\$59,508.00	\$63,673.00
5	\$46,759.00	\$53,535.00	\$57,282.00	\$61,292.00	\$65,582.00
6	\$48,160.00	\$55,140.00	\$59,000.00	\$63,128.00	\$67,579.00

2015-2016 New Teacher Hire Grid					
Experience	BA	MA	MA 15	MA 30	MA 45
1	\$44,643.00	\$51,112.00	\$54,690.00	\$58,517.00	\$62,613.00
2	\$45,312.00	\$51,879.00	\$55,551.00	\$59,395.00	\$63,552.00
3	\$45,992.00	\$52,657.00	\$56,344.00	\$60,286.00	\$64,506.00
4	\$46,682.00	\$53,447.00	\$57,189.00	\$61,190.00	\$65,473.00
5	\$47,382.00	\$54,249.00	\$58,047.00	\$62,108.00	\$66,455.00
6	\$48,803.00	\$55,875.00	\$59,785.00	\$63,971.00	\$68,448.00

2016-2017 New Teacher Hire Grid					
Experience	BA	MA	MA 15	MA 30	MA 45
1	\$45,988.00	\$52,653.00	\$56,339.00	\$60,282.00	\$64,501.00
2	\$46,678.00	\$53,443.00	\$57,184.00	\$61,186.00	\$65,468.00
3	\$47,378.00	\$54,244.00	\$58,042.00	\$62,104.00	\$66,450.00
4	\$48,089.00	\$55,058.00	\$58,913.00	\$63,035.00	\$67,447.00
5	\$48,810.00	\$55,884.00	\$59,796.00	\$63,981.00	\$68,459.00
6	\$49,543.00	\$56,722.00	\$60,693.00	\$64,940.00	\$69,486.00

## APPENDIX B

### **NORTH SHORE SCHOOL DISTRICT 112 FAMILY AND MEDICAL LEAVE**

#### **BOARD POLICY NO. 5:185**

##### **A. General Requirements For Family and Medical Leave ("FMLA Leave")**

###### Eligibility for Leave, Duration and Purpose of Leave

Pursuant to the Family and Medical Leave Act (the "FMLA"), any employee who has been employed by the Board of Education for at least 12 months, and is either a full-time instructional employee, or has worked at least 1,250 hours during the preceding 12 months, shall be entitled to an unpaid leave of absence of up to 12 work weeks during a 12-month period for the following purposes. The 12 months an employee must have been employed by the District need not be consecutive. However, the District will not consider any period of previous employment that occurred more than seven years before the date of the most recent hiring, except when the service break is due to the National Guard or Reserve military service or when a written agreement exists concerning the District's intention to rehire the employee. Such leave is available for the following purposes:

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date.
3. The serious health condition of an employee's spouse, child, or parent.
4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
5. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. A "covered military member" must be either a member of a Reserve component or a retired member of the regular Armed Forces or Reserve. "Qualifying exigencies" exist in the following categories: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, rest and recuperation, post-deployment activities, and additional activities as provided in the FMLA regulations.
6. To care for the employee's spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness. A "covered employee" is a member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty for which he or she is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list.

If spouses are employed by the District, they may together take only 12-weeks for FMLA leaves when the reason for the leave is 1 or 2, above, or to care for a parent with a serious health condition, or a combined total of 26 weeks for item 6 above.

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with FMLA regulations.

During a single 12-month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered service member with a serious injury or illness.

#### Calculation of 12-Month Period

The 12-month period for purposes of calculating FMLA leave shall be September 1-August 31.

#### Intermittent or Reduced Schedule Leave

When medically necessary, FMLA leave may be taken on an intermittent or on a reduced schedule basis for an employee's own illness or injury or to care for a sick family member. FMLA leave may not be taken on such basis for the birth or adoption of a child or placement of a child in foster care unless approved by the Board. If the request for intermittent leave or leave on a reduced schedule is foreseeable based upon planned medical treatment, the Board may require the employee to transfer temporarily to an available alternate position which better accommodates recurring periods of leave.

#### Health Insurance

During FMLA leave, the Board shall maintain group health insurance coverage under the same conditions that would have been provided if the employee was working. If an employee does not return to work after FMLA leave, the employee shall repay the cost of health insurance premiums paid by the Board unless the employee's failure to return is due to (a) the continuation, recurrence or onset of a serious health condition which would entitle the employee to FMLA leave or (b) other circumstances beyond the employee's control.

#### Return to Work

Upon return from FMLA leave, the employee shall be placed in the same position the employee held when the leave commenced or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Nothing herein shall grant the employee greater rights to reinstatement, benefits or conditions of employment than if the employee has been continuously employed. A key employee may be denied restoration to employment if it is necessary to prevent serious and grievous economic injury to the operations of the Board.

#### B. Combination With Other Leaves

Any employee requesting FMLA leave may first utilize any other applicable paid leave (e.g., sick leave) and/or vacation leave or personal leave prior to qualifying for FMLA leave. If such paid leave is less than 12 weeks, FMLA leave may then be used to allow for a total leave (whether paid or unpaid) of 12 work weeks duration. Use of FMLA leave shall not preclude the use of other applicable unpaid leave that would extend the employee's leave beyond 12 work weeks, provided use of FMLA leave shall not serve to extend such available unpaid leave.



C. Requesting Leave

If the need for the FMLA leave is foreseeable, an employee must provide the Superintendent or designee with at least 30 days' advance notice before the leave is to begin. If 30 days' advance notice is not practicable, the notice must be given as soon as practicable. The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt the District's operations, subject to the approval of the health care provider administering the treatment. The employee shall provide at least verbal notice sufficient to make the Superintendent or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave. Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

D. Certification

Within 15 calendar days after the Superintendent or designee makes a request for certification for a FMLA leave, an employee must provide one of the following:

1. When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a certificate completed by the family member's health care provider.
2. When the leave is due to the employee's own serious health condition, the employee must provide a certificate completed by the employee's health care provider.
3. When the leave is to care for a covered employee with a serious illness or injury, the employee must provide a certificate completed by an authorized health care provider for the covered employee.
4. When the leave is because of a qualified exigency, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service.

The District may require an employee to obtain a second and third opinion at its expense when it has reason to doubt the validity of a medical certification.

The District may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the District may request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) District receives information that casts doubt upon the continuing validity of the original certification. Recertification is at the employee's expense and must be provided to the District within 15 calendar days after the request. The District may request recertification every 6 months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of 6 months. Failure to furnish a complete and sufficient certification on forms provided by the District may result in a denial of the leave request.

E. Special Leave Rules for Instructional Employees

1. Required Continuation of Leave

The Board may require an instructional employee to continue taking FMLA leave until the end of the semester if:

- a. The leave begins more than five weeks before the end of the semester, the leave will last at least three weeks and the instructional employee would otherwise return to work during the last three weeks of the semester; or
- b. The leave (which is for a purpose other than the instructional employee's own serious health condition) begins during the last five weeks of the semester, the
- c. The leave will last for more than two weeks and the instructional employee would otherwise return to work during the last two weeks of the semester; or
- d. The leave (which is for a purpose other than the instructional employee's own serious health condition) begins during the last three weeks of the semester and the leave lasts more than five working days.

2. Reduced Schedule or Intermittent Leave

If an instructional employee requests FMLA intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment that would cause such employee to be on leave for more than 20% of the total number of working days over the duration of the leave, the Board may require the employee to choose either to:

- a. Take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b. Temporarily transfer to an available alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave.

F. Spouses Employed By Same Employer

If leave is taken by spouses who are both employed by the Board for birth or placement of a child for adoption or foster care, or to care for the employee's parent with a serious health condition, such leave is limited to a combined total of 12 work weeks. This limitation does not apply to leave taken by either spouse to care for serious health conditions of the other spouse, a child or the employee's own health condition.

G. Rules and Regulations

The Superintendent is authorized to adopt rules and regulations, consistent with the FMLA, regarding the provision of notice of leave, medical certification, distribution of FMLA information, and record keeping requirements and such other matters necessary to implement the FMLA.

H. FMLA Controlling

In the event this Policy or its Rules or Regulations conflict with the FMLA, the FMLA shall control. To the extent that this Policy or its Rules and Regulations is silent on a matter covered by the FMLA, the FMLA and its implementing rules and regulations shall control.

*Board Policy 5:185: Adopted August 21, 2001; Revised June 21, 2011*

## APPENDIX C

### NORTH SHORE SCHOOL DISTRICT 112 SALARY ENHANCEMENT RETIREMENT PLAN PROMISSORY NOTE

Employee Name:

Date:

I have requested to participate in the Salary Enhancement Retirement Payment Plan (the "Plan") as contained in Article 13 of the 2014-2019 Collective Bargaining Agreement.

As a condition of participation in the Plan, I understand that I must meet all of the requirements of Article 13, Section 13.1 which include among them the following pertinent part:

*A teacher who has submitted a signed promissory note (in the form appearing as Appendix C to this Agreement) wherein the teacher promises to pay back the difference between the sum of the total salary enhancements received under this plan minus the actual salary the teacher would have received in accordance with the teacher's regular salary per Section 17.1, if a change in the teacher's retirement date results in any TRS penalty to the District. The Board reserves the right to waive this provision on a non-precedential basis.*

In the event that I decide to retire earlier than indicated in my initial notice of retirement, I understand that I must reimburse the District for any retirement salary enhancements the District paid if my decision to retire early will cause the District to pay an "excess salary contribution" or an Early Retirement Option (ERO) contribution to TRS. If my early retirement causes the District to pay an "excess salary contribution" or ERO contribution to TRS, I will repay to the District an amount equal to the difference between the sum of the retirement salary enhancement minus my ordinary, creditable earnings had I not participated in the Program. Such repayment shall be made by equal payroll deductions for the remainder of the school year in which I notify the Board of Education of my inability to fulfill the terms of the agreement. In the event that there are no remaining payroll checks due to me, any amount due to the Board of Education will be repaid over a time period established by the Board of Education.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a default of this Promissory Note I will pay all costs and fees incurred by the Board of Education of North Shore School District 112 in collecting the balance due.

By signing this agreement, I agree to the terms stated above. Failure to return this agreement will negate my request for participation in the Plan.

I freely consent to the terms of this Agreement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **APPENDIX D**

### **NORTH SHORE SCHOOL DISTRICT 112**

#### **AGREED CALENDAR REFERENCED IN SECTION 15.4**

The following list sets forth religious holidays exempted from certain personal leave restrictions otherwise required under Section 15.4 of the Agreement. The list is not a schedule of school holidays. The list includes major festivals and holy days for many, but perhaps not all, religious traditions represented in the North Shore community. If it does not include an important date in the religious calendar of your particular tradition, please notify the Association President and the Superintendent or designee as soon as possible.

All months are approximate. Holidays marked with an \* indicate that observances begin at sundown on the preceding day. For holidays associated with Christianity, the following notations are used to denote observance by particular strands of the Christian tradition: RC-Roman Catholic, P-Protestant, and O-Orthodox.

<b>September</b>	
Ecclesiastical Year begins	Christian (O)
Nativity of Mary	Christian
Elevation of the Life Giving Cross / Holy Cross Day	Christian
Rosh Hashanah*	Judaism
Ganesh Chaturthi	Hindu
Paryushana Parva	Jain
Yom Kippur*	Judaism
Meskel	Christian (O)
Michael and All Angels	Christian
<b>October</b>	
Sukkot*	Judaism
Saint Francis Day	Christian (RC)
Shemini Atzeret	Judaism
Thanksgiving (Canada)	Interfaith
Simhat Torah*	Judaism
Navaratri	Hindu
Saint Luke - Apostle and Evangelist	Christian
Birth of the Bab*	Baha'i
Installation of Scriptures as Gukru Granth*	Sikh
Dasera	Hindu
Waqf al Arafah - Hajj Day*	Islam
Eid al Adha	Islam
Milvain Bridge Day	Christian
Reformation Day	Christian (P)
All Hallows Eve	Christian

November	
All Saint's Day	Christian (RC, P)
All Soul's Day	Christian (RC)
Jain New Year	Jain
Deepavali	Hindu
Birth of Baha'u'llah*	Baha'i
Diwali - Deepavali	Hindu, Jain, Sikh
Hijra - New Year*	Islam
Nativity Fast (though December 25)	Christian (O)
Yule	Christian
Thanksgiving	Interfaith
Ashura*	Islam
Guru Tegh Bahadur Martyrdom*	Sikh
Christ the King	Christian
Day of the Covenant*	Baha'i
Ascension of Abdu'l-Baha*	Baha'i
Guru Nank Dev Sahib Birthday*	Sikh
Saint Andrew's Day	Christian
December	
Advent - First Sunday	Christian
Saint Nicholas Day	Christian
Rohatsu / Bodhi Day	Buddhist
Immaculate Conception of Mary	Christian (RC)
Hanukkah*	Judaism
Posadas Navidenas	Christian
Solstice / Yule	Christian
Christmas*	Christian
Feast of the Nativity	Christian (O)
Zarathosht Diso (Death of Prophet Zarathushtra)	Zoroastrian
Holy Innocents	Christian
Feast of the Holy Family	Christian (RC)
Watch Night	Christian
January	
Mary, Mother of God	Christian (RC)
Feast of St. Basil	Christian (O)
Gantan-sai (New Years)	Shinto
Holy Name of Jesus	Christian (O)
Twelfth Night	Christian
Guru Gobindh Singh birthday	Sikh
Twelfth Night	Christian
Epiphany	Christian
Feast of the Theophany	Christian (O)
Dia de los Reyes	Christian
Nativity of Christ	Armenian Orthodox
Nativity of Christ	Christian (O)

Feast of the Nativity	Christian (O)
Baptism of the Lord Jesus	Christian
Maghi	Sikh
World Religion Day	Baha'i
Blessing of the Animals	Christian (Hispanic RC)
Week of Prayer for Christian Unity	Christian
Timkat	Christian (Ethiopian Orthodox)
World Religion Day	Baha'i
Mawlid al-Nabi (Birth of Muhammad)*	Islam
Conversion of Saint Paul	Christian
Tu Bish'vat*	Judaism
Mahayana New Year	Buddist
<b>February</b>	
Candlemas	Christian
Presentation of Christ in the Temple	Christian (Anglican)
Saint Brigid of Kildare	Christian (Celtic)
Four Chaplains Sunday	Interfaith
Setsunbun-sai	Shinto
Chinese (Lunar) New Year	Confucian, Daoist, Buddhist
Shrove Tuesday	Christian
Ash Wednesday; Lent begins	Christianity (RC, P)
Nirvana Day	Buddhist
Valentine's Day	Christian
Vasant Panchami	Hindu
Nirvana Day	Jain
Purim*	Judaism
Tridion begins*	Christian (O)
Intercalary Days*	Baha'i
<b>March</b>	
Nineteen Day Fast*	Baha'i
Meatfare Sunday	Christian (O)
Saint David of Wales	Christian
Maha Shivaratri	Hinduism
L. Ron Hubbard Birthday	Scientology
St. Patrick's Day	Christian
Cheese-fare Sunday	Christian (O)
Clean Monday: Lent begins	Christian (O)
Saint Joseph's Day	Christian
Naw Ruz (New Year)*	Baha'i
Norouz (New Year)	Persian/Zoroastrian
Lazarus Saturday	Christian (O)
Orthodox Sunday	Christian (O)
Palm Sunday	Christian
Annunciation of the Blessed Virgin	Christian
Khordad Sal (Birth of Prophet Zaranhushtra)	Zoroastrian



Pesach (Passover) - First two days*	Judaism
Pesach	Judaism
Holi	Hindu
Magha Puja Day	Buddhist
Lord's Evening Meal	Christian (Jehovah's Witness)
Maundy Thursday	Christian
Hola Mohalla	Sikh
Birth of Prophet Zarathushtra	Zoroastrian
Good Friday	Christianity (RC, P)
Easter	Christianity (RC, P)
<b>April</b>	
Pesach - Last two days*	Judaism
Yom HaShoah*	Judaism
Hindu New Year	Hindu
Ramayana	Hindu
Baisakhi - New Year	Sikh
Yom Ha'Atzmaut*	Judaism
Rama Navami	Hindu
Ridvan*	Baha'i
St. George Day	Christian
Hanuman Jayanti	Hindu
Mahavir Jayanti	Jain
Therevadin New Year	Buddhist
Lag Ba'Omer*	Judaism
Ninth Day of Ridvan*	Baha'i
Holy Week	Christian (O)
<b>May</b>	
Twelfth Day of Ridvan*	Baha'i
National Day of Prayer USA	Interfaith
Holy Friday	Christian (O)
Pascha*	Christian (O)
Easter	Christian (O)
Ascension Day	Christian
Shavuot*	Judiasm
Pentecost (Whit Sunday)	Christian
Declaration of the Bab*	Baha'i
Visakha Puja - Buddha Day	Buddhist
Trinity Sunday	Christian
Ascension of Baha'u'llah*	Baha'i
Corpus Christi	Christian (RC)
<b>June</b>	
Lailat al Miraj*	Islam
Sacred Heart of Jesus	Christian (RC)
Ascension of Jesus	Christian (O)
Guru Arjan Dev Martyrdom	Sikh

New Church Day	Christian (Swedenborgian)
Lailat al Bara'ah*	Islam
Pentecost*	Christian (O)
Lailat al Bara'ah*	Islam
Saints Peter and Paul	Christian
All Saints	Christian (O)
Adapted from <a href="http://www.interfaithcalendar.org">www.interfaithcalendar.org</a> .	

**21.7 Duration**

This Agreement shall be effective as of the first day of the 2014-2015 school year and shall terminate at 11:59 p.m. on the day preceding the first day of the 2019-2020 school year, except as may otherwise be provided by the express terms of this Agreement.


This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

*In Witness Whereof:*

**FOR THE BOARD OF EDUCATION  
OF NORTH SHORE SCHOOL  
DISTRICT NO. 112**

**FOR THE NORTH SHORE  
EDUCATION ASSOCIATION,  
IEA/NEA**

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
NSEA President

  
\_\_\_\_\_  
Board Secretary

  
\_\_\_\_\_  
NSEA Secretary

  
\_\_\_\_\_  
NSEA Negotiations Chair

