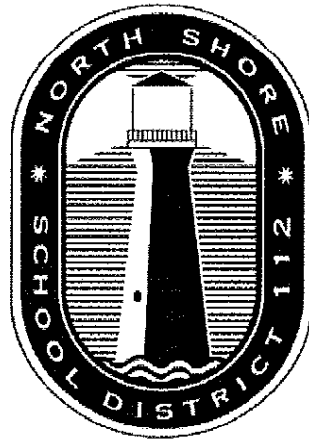


# Professional Agreement



Between

**the Board of Education of the North Shore School District 112**

and

**the North Shore Education Association (NSEA)**

**IEA/NEA**

**2009-2010**

**2010-2011**

**2011-2012**

**DISTRICT 112**

**PROFESSIONAL AGREEMENT**

**BETWEEN**

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

**AND THE**

**NORTH SHORE EDUCATION ASSOCIATION-IEA/NEA**

**2009-2010**

**2010-2011**

**2011-2012**

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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, 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.
- B. "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."
- C. "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.
- D. "Business Day" shall be defined to mean those days on which the school business office is open to the public.
- E. "Teacher" shall be defined to mean any member of the bargaining unit.
- F. "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."



- G. "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).
- H. "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.
- I. "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 President's Released 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 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 placement on the salary schedule.

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.

## **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 1st 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 mail boxes, inter-school mail, and a designated NSEA school bulletin boards 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 Printing of Contract and Distribution**

Within fifteen (15) days of reaching a tentative agreement, a copy of the proposed successor Agreement shall become available to the membership electronically, and within another fifteen (15) days it shall be presented for signatures by the parties. Within fifteen school days after the Agreement is signed, sufficient copies of this Agreement shall be printed by the Board to provide a copy of same to each teacher now employed or employed during the term of this Agreement. An additional thirty-three (33) copies shall be provided to the Association and one hundred (100) copies to the Board. The master copy of the contract will be provided by the Association, subject to its review and approval by the Board. The cost of the preparation of these copies shall be paid by the Board.

## **2.9 Notice of Board Meetings**

The President and Vice-President of the Association or designee shall be given written notice 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, 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 their annual salary and in order to enhance the productivity of non-tenured teachers, the administration may require full-time non-tenured teachers and first, second, third and fourth year part-time teachers to attend three (3) additional workdays 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 Rules and Regulations**

All written regulations and rules of the District shall be made readily available to the teachers. Copies of written building regulations and rules shall be distributed to each teacher in that building during the first five (5) days of the school term unless previously distributed. Changes in existing written regulations and rules shall be given to each teacher in writing promptly following promulgation.

### **3.5 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.

### **3.6 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 also be distributed to all buildings and posted



on the designated bulletin board with a copy sent to the Association president.

During the summer recess period, vacancy notices shall be mailed to each tenured teacher who has indicated in writing to the personnel administrator no later than June 15, his/her desire to receive such notice and has provided stamped, self-addressed envelope(s) for such purpose, with copies to the Association president and vice president at Association expense. The teacher shall indicate the grade and/or subject of interest.

#### **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 within State Board of Education Document One. Within five 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 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.

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 teacher work days, or during the summer vacation, fourteen 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 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.

### **3.7 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.

### **3.8 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 Article III, Teachers' Rights Section 3.7.

### **3.9 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.

### **3.10 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.

### **3.11 Building Access**

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

## **ARTICLE 4**

### **WORKING CONDITIONS**

#### **4.1 Calendar**

##### **A. School Year**

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 institute/in-service days, four parent conference days at elementary (three parent conference days, one conference or in-service day at middle school) and five (5) emergency days. Unused emergency days shall not become workdays.

One-half (1/2) 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 Teachers' Association shall appoint a committee, with a representative from each building, not to exceed eleven (11) in number, to meet with the Superintendent 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 Teachers' 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 full workdays, there shall be no more than two team preparation periods for that work week. Each quarter, one team preparation period shall be cancelled. (See Extra Duty Schedule for Team Leader stipend.)
3. All teachers at a grade level (Pre-K-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 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.

**C. Teaching Time**

The average weekly teaching load for all Pre-K-5 teachers shall not exceed one thousand four hundred thirty-five (1435) minutes. For all 6-8 teachers, the average weekly teaching load shall not exceed one thousand two hundred seventy-five (1275) 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 \$30 per hour in 2009-2010 and, effective the 2010-2011 school year, \$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, elementary foreign language and instrumental music, 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.

**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**

- A.** 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 not more often than once per week. 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 a Council member in writing. It is necessary that the Council members are aware of who initiated the concern so that they 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.

#### **B. Climate Assessment**

The District Climate Committee shall meet and recommend 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. The results of these assessments will be shared with the buildings, Superintendent, NSEA President and Board on or before April 15 of each year. Any year a district-wide climate assessment is not implemented, the District Climate Committee shall develop a uniform, "no cost" instrument to be used at the building level. As the results are shared, appropriate consideration will be given to the confidentiality of student and personnel issues.

The District Climate Committee will include one certified teacher, a PAC member from each building appointed by the NSEA and five administrators (including the Superintendent or designee) and one board member.

#### **4.7 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.

#### **4.8 Smoke Free District**

All buildings and grounds within the District shall be smoke free.

#### **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 2009-2010 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 teachers, five principals (or associate principals), three central office administrators and, ex officio, the Superintendent and NSEA 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 Contract.

#### **7.4 Notification of Procedures**

Within the first fourteen 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**

Sufficient copies of the District evaluation plan shall be made available to all staff by means of a bound document similar in appearance to the collective bargaining agreement.

## **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 to movement on the salary schedule may be earned through inservice courses approved, in advance, by the Superintendent.
2. All graduate credits, CPDUs, or CEUs, earned through accredited colleges or universities, or through district approved inservice programs or workshops may, at the teacher's choice, either be applied to advancement on the existing salary schedule or reimbursed through a one-time payment of \$300 per semester hour (or cost, if lower) with a maximum of \$1,200 per year available to each employee in any single year (defined as July 1 through June 30). All courses approved shall be a minimum of three (3) semester hours, unless otherwise approved by the District's curriculum administrator. The teacher shall make a choice at the time he/she submits a course approval form to the Superintendent. Once the course has been approved the choice cannot be changed.
3. A semester hour of credit for inservice programs shall be defined as fifteen (15) hours of class work or its equivalent. The value assigned to each inservice course shall be stipulated at the time of approval.

##### **B. Eligibility of University Courses for Credit**

When determining whether or not to approve college/university courses and inservice courses for credit or reimbursement, the District's curriculum administrator will use the following criteria:

1. The course must be taken from a recognized and fully accredited college or university, as approved by the District's curriculum administrator.

2. The course must be at graduate level, unless otherwise approved by the District's curriculum administrator.
3. The course must be part of a previously approved advanced degree program or course of study for additional certification as approved by the District's curriculum administrator, or be directly related to the teacher's assigned duties, as determined by the District's curriculum administrator or other appropriate administrator.
4. Correspondence and on-line courses may be eligible for credit if taken through an accredited college or university, subject to the eligibility requirements of this Article.
5. Inservice courses will not be eligible for credit or compensation unless 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 advancement on the salary schedule, or for compensation. Staff must fulfill all requirements of inservice courses in order to receive advancement on the salary schedule.

**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 D below.
2. The District's curriculum administrator shall determine which professional growth activities shall be eligible for inservice credit, and which shall be eligible for compensation. Normally curriculum committee work shall be eligible for compensation, subject to section C-1 above. Classes, workshops and other activities designed to improve a teacher's professional skills shall normally be eligible for inservice 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.

**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.

**8.2 Institute/Inservice Day Planning**

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

## **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 in contractual continued service as a result of the decision of the Board to decrease the number of teachers employed by the Board 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 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. Non-tenured**

A non-tenured teacher who has not yet entered upon contractual continued service and is removed or dismissed because of reduction-in-force wishing to question the decision, may do so by discussing the rationale with the Superintendent as to why the decision should be reversed. The teacher may be accompanied by an Association representative at this meeting.

##### **D. Transfers**

All tenured teachers receiving notice of reduction-in-force, shall be given first consideration, seniority permitting, regarding an opportunity to transfer

to any opening created by attrition for which they are certified and legally qualified, prior to any other voluntary transfer.

**E. Reduction-In-Force Procedures**

1. Tenured Teachers

Tenured teachers affected by reduction-in-force shall be honorably dismissed by seniority. Tenured teachers with the shorter length of continuing service in the District shall be dismissed first, provided teachers with greater service are legally qualified to hold the positions of those teachers with shorter lengths of service. Nothing in this Reduction-In-Force Article is intended to preclude or restrict the Board, in its discretion, from assigning or transferring teachers to positions for which they are qualified in accordance with section 3.6 of this Agreement.

2. Probationary Teachers

When the District finds it necessary to reduce the level of staffing in one of its buildings due to enrollment or to discontinue a particular educational service, the District shall guarantee an interview through the summer up to the day before the first day of the following school term to any probationary teacher who applies for a vacancy for which they are certified and legally qualified, provided such application is in accordance with the District's vacancy posting and application procedures.

3. 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 in State Board Document No. 1. handbooks.

**F. Board Authority**

Following discussions with the Association, the Board of Education may, in its sole discretion, determine to decrease the number of tenured teachers employed in the District or to discontinue some particular type of teaching service (*i.e.*, "reduction-in-force"). Any tenured teacher who is removed or dismissed as a result of reduction-in-force shall be given written notice by certified mail, return receipt requested, at least sixty (60) days before the end of the school term. The notice shall include a statement of honorable dismissal and the reason for the reduction-in-force.

## **G. 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.

## **H. Seniority Tie-Breakers**

If the total years of continuous service in the District are equal between two or more tenured 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.

If a reduction-in-force occurs, Section 24-12 of the *School Code* will be applied, subject to the foregoing.

## **9.2 Recall Rights**

Teachers 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 seniority 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 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<sup>TH</sup>, a tentative seniority listing of all tenured 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. Non-tenured certified staff shall be listed in separate categories.

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 10 or more years of service with District 112 (including 107, 108 and 111); 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 E to this Agreement) wherein the teacher promises to pay back the difference between the sum of the total salary enhancements received under this plan and the severance payment under 13.2B, minus the actual salary the teacher would have received in accordance with the regular salary schedule of the District, 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 are to begin; and
- G. whose retirement is effective no later than the end of the 2014-2015 school year.

These options shall be available for those teachers who meet the eligibility requirement 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 and Lump Sum Post Retirement Payment**

#### **A. Salary Enhancement Payments: One Year 6% or Two Year 6/6% or Three Year 6/6/6% or Four Year 6/6/6/6% Salary Increase**

Eligible teachers may elect a one year notice of retirement/resignation to be followed by a 6% increase in base salary for the final year as compared to prior year's base salary OR a two year notice of retirement/resignation to be followed by a 6% increase in each of the final two years as compared to the prior year's base salary OR a three year notice of retirement/resignation to be followed by a 6% increase in each of the final three years as compared to the prior year's base salary OR a four year notice of retirement/resignation to be followed by a 6% increase in each of the final four years as compared to the prior year's base salary. As indicated in 13.1C above, teachers who are eligible for ERO shall not receive this payment.

#### **B. Lump Sum Post Retirement Payment**

Eligible teachers shall also be entitled to a lump sum post-retirement severance payment of \$15,000 to be paid by July 30 after the effective date of retirement. As indicated in 13.1C 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 Teacher Retirement 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 renegotiations.

## **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. No evidence that has not been previously disclosed during Levels I, or II, and/or III shall be presented in arbitration for grievances filed before August 24, 2009. For grievances filed on or after August 24, 2009, the aforementioned evidence disclosure rule shall no longer apply and shall be deleted from the next printing of this Agreement. 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**

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, step-children, step-brothers, step-sisters, step-grandparents, step-grandchildren, aunts, uncles, nieces, nephews, cousins, wards, legal guardians, and life partners. The Board may require certification as a basis for pay during leave after an absence of 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 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.

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 340, regardless of whether or not such days are later used.

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 on the teacher's pay check stub).

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.

## **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 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 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 F) 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.
  - (1) 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.
  - (2) 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.
- D. 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 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, progression on the salary scale and pension rights the same as though teaching during that period. Upon return to service, the teacher shall be reassigned in accordance with Section 15.8F(4).
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 Fund, computed on the recipient's salary for the year as if in actual service, pursuant to section 17-4.
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 District #112.

**H. Return to District**

Each applicant for sabbatical leave shall agree in writing to return to and perform contractual service in District 112 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 15.8C below, except that the leave shall be extended for one 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 15.1 or 15.8B 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 15.8B 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 15.8B below. Also, see reference to the *Family and Medical Leave Act* in section 15.8J 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 School 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. Time-Lines for Requesting Leaves**

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least 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 1) the date agreed upon by the Superintendent or designee and the teacher; or 2) 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 Section 15.1, 15.7A and 15.7B. 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 15.7A and 15.7B.

**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 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 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 have step movement which might otherwise have been attained had he/she not gone on leave. For example, a teacher on step 12 with 10 years of seniority takes a one year leave of absence, he/she will return on step 13 with 10 years of seniority. For leaves of more or less than 1 year, the teacher shall be required to have worked for 90 or more work days within the school year for which step credit is being sought in order to receive step movement.

Accrual of seniority while on an unpaid leave shall be governed by Section 9.1 G of this Agreement (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 D) regarding the *Family and Medical Leave Act*, where applicable. Such leaves are subject to the grievance procedure. If the Board of Education 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 of Education.

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 1.0FTE 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;

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 of Education, 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 prorated 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 Full Time Equivalent (FTE), known as "part time", shall attend the following:

- 1.) all District institute days identified on the District-adopted calendar;
- 2.) all parent-teacher conferences;
- 3.) all early release day workshops and meetings adjacent to their regularly-scheduled work times;



- 4.) all special meetings adjacent 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
- 5.) 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 Insurance**

The Board shall, for each teacher (except those subject to 16.2 below) pay an amount equal to 100% of the premiums for \$75,000 term life insurance (including accidental death and dismemberment), individual dental insurance coverage and individual health insurance coverage. In addition, the Board shall contribute an amount toward Family PPO health insurance coverage equal to 20% of the premiums for 2009-2010, 22.5% for 2010-2011 and 25% for 2011-2012. 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.

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

All part-time teachers who are employed less than fifty (50) percent time shall not receive Board contributions toward insurance. All part-time teachers who are employed fifty (50) percent or more, shall receive the full Board contribution for insurance as described in section 16.1.

## **ARTICLE 17**

### **COMPENSATION**

#### **17.1 Salary Schedules**

The salary schedules for 2009-2010, 2010-2011 and 2011-2012 are set forth as appendices A, B and C attached hereto, and made a part hereof.

##### **A. Salary Schedules (Appendices A, B and C)**

All teachers shall be compensated in accordance with the salary schedules appearing as Appendices A, B and C for the respective years except for those eligible teachers who may elect to participate in the District's retirement plan.

##### **B. Placement of New Teachers**

The Board retains the right to determine initial step and lane placement of newly hired teachers on the applicable salary schedule. For purposes of this provision, the term "newly hired" 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). This provision shall not be subject to the grievance procedure.

#### **17.2 Movement on the Salary Schedule**

##### **A. Vertical Movement**

Yearly salary increments shall be computed as of the beginning of each school term and shall be figured to the nearest one-half ( $\frac{1}{2}$ ) year in the case of those teachers who start their teaching in the district at times other than the beginning of the school term, provided in accordance with Section 15.8 F(3).

##### **B. Horizontal Movement**

Teachers who have earned enough credits to change lanes on the salary schedule, shall have their compensation adjusted at the beginning of each school year provided evidence of the credits earned are given to the Superintendent in accordance with Article 8, and timely notice to the business office by August 31 of the respective school year. Proof of credits earned shall be in the form of a transcript from the appropriate institution(s) or an approved letter of completion, until such time as a transcript becomes available.

### **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 16-152.1(c) of the Illinois Pension Code. The salaries shown on the compensation schedule, attached to this Agreement, include the Board's total contribution to the TRS and represents the total compensation of the teacher based on the compensation schedule. Any compensation which is not based on the compensation schedule shall be treated the same as compensation based on the compensation schedule for purposes of this section. The favorable income tax treatment, provided teachers under 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 equal installments (based on the twelve (12) month option) or semi-monthly in twenty (20) equal installments (based on the ten (10) month option). Payments 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, 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 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 1st. 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 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 system for the direct deposit of all interested teachers' compensation.

## **ARTICLE 19**

### **EXTRA DUTY STIPENDS**

#### **19.1 Definition**

Extra duty shall be defined as those Board approved interscholastic/intramural activities, clubs, supervisory 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 days of the posting. Postings will be open to other candidates on day 11 of the posting. Postings will follow the same procedures/guidelines as stated in Article 3.6.

#### **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
- Category on the Extra Duty Schedule per Article 19.6A.

#### **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 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.

### **Supervision**

The following supervisory activities shall be paid \$26 per hour in 2009-2010, \$27 per hour in 2010-2011 and \$28 per hour for the 2011-2012 school year.

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

## **19.6 Extra Duty Schedule**

### **A. Non-Instructional Activities**

<b>Category</b>	<b><u>Stipend</u></b>	<b><u>Longevity</u></b>
141 hours	\$2,814	\$366
101-140 hours	\$2,411	\$314
71-100 hours	\$2,010	\$261
51-70 hours	\$1,608	\$210
35-50 hours	\$1,206	\$156
20-34 hours	\$ 803	\$104

The above-scheduled amounts shall be increased by 2.25% in 2010-2011 school year and another 2.55% in 2011-2012, rounding to the nearest whole dollar. The Association and Board shall convene a committee to study the competitiveness of the above-scheduled amounts and of the pay rates in 19.5A. The members of the committee shall be selected jointly by the Superintendent or designee and the Association President or designee. 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 (3<sup>rd</sup>) 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.

*i.e.,*    year one      7<sup>th</sup> grade girls basketball  
              year two     8<sup>th</sup> grade boys basketball  
              year three    7<sup>th</sup> grade girls basketball

## **B. Instructional Support Staff**

### **1. New Teacher Mentor      Base Pay: \$1,022**

Per Mentee Pay:

1<sup>st</sup> & 2<sup>nd</sup> year Mentees \$256/mentee

3<sup>rd</sup> & 4<sup>th</sup> year Mentees \$51/mentee

In school buildings where the administration has allowed that the position of New Teacher Mentor be split among more than one teacher, then each New Teacher Mentor shall receive the full amount of base pay of \$1022.

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.

**District Mentor**                      Base Pay \$3,066

### **2. Middle School Team Leader                      Base Pay \$1,226**

### **3. Increases for 2010-2011 and 2011-2012**

The above-scheduled amounts in 19.6B(1)–(2) shall be increased by 2.25% in 2010-2011 school year and another 2.55% in 2011-2012, rounding to the nearest whole dollar.

## **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 (IELRB).

#### **20.2 Time Lines**

The Association shall notify the Board, in writing, by March 1st, 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, released 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 Tentative Agreement**

All tentative agreements shall be written and signed by the chairperson of their respective teams at the meeting the tentative agreement is reached. Initialed copies shall be given to each negotiating team and shall not be considered binding until ratified by the Association and approved by the Board. When the Board and Association reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for approval.

## **20.6 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.

## **20.7 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 2009-2010 school year and shall terminate at 11:59 p.m. on the day preceding the first day of the 2012-2013 school year, except as may otherwise be provided by the express terms of this Agreement.

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

**FOR THE NORTH SHORE  
ASSOCIATION - IEA/NEA**

_____ Dated: _____	_____ Dated: _____
<b>President</b>	<b>President</b>
_____ Dated: _____	_____ Dated: _____
<b>Secretary</b>	<b>Secretary</b>
	_____ Dated: _____
	<b>Bargaining Chair</b>

## **MEMORANDUM OF UNDERSTANDING**

### **(Mentor Committee)**

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.

## **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. Accordingly, the Board may use up to 6 early release days in a school year where no more than two would be in any work week. Early release of the students would take place at 1:00 p.m. Teachers would have lunch from 1:00 p.m. to 1:30 p.m. and the teachers would meet with the administration from 1:30 p.m. to 3:30 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.

The parties agree that, beginning in the 2010-2011 school year, 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)**

In addition to the process outlined in section 20.5 of the Agreement, the parties also agree to the following:

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 salary schedules and 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**

### **(Lane Advancement)**

In view of the removal of the horizontal ("lane") advancement restriction from section 17.2B of the predecessor (2007-2009) Agreement, teachers who have accumulated eligible graduate credits prior to the 2009-2010 school year but were prevented from advancing horizontally shall be permitted to submit such accumulated credits for approval for lane advancement retroactive to the beginning of the 2009-2010 school year (i.e., no teacher shall be eligible for retroactive pay for prior years based on the removal of such restriction). Such teachers must submit evidence of all accumulated credits approved and earned and provide timely notice to the Business Office prior to March 1, 2010, to receive lane advancement in the 2009-2010 school year.

In addition, teachers who have submitted an irrevocable letter of retirement and resignation under the predecessor (2007-2009) Agreement shall not be eligible for the retirement benefits under the current (2009-2012) Agreement.

## **MEMORANDUM OF UNDERSTANDING**

### **(Implementation of Insurance Changes)**

The negotiated changes to Section 16.1 in the 2009-2012 Agreement shall be implemented in the 2009-2010 school year as follows: 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. The Board shall provide a one-time open enrollment period for teachers in January 2010. Any teacher who has previously paid for Family PPO health insurance coverage in the 2009-2010 school year and who elects to continue to receive Family PPO health insurance coverage in the open enrollment period (including the Board's new 20% contribution formula) shall also receive a reimbursement payment from the Board based on the amount the teacher would have had to pay if the new insurance scheme had been available from the start of the 2009-2010 school year. Specifically, the reimbursement amount shall be calculated as the difference between the premiums the teacher actually paid in the 2009-2010 school year before the insurance changes, minus the amount of premiums he or she would have paid for that period if the insurance changes had been effective at that time. As noted above, this reimbursement is only available for teachers who have previously paid for Family PPO health insurance coverage in the 2009-2010 school year and who elect to continue to receive such coverage in the January 2010 open enrollment period. For all other teachers, changes to Section 16.1 and hereunder shall be implemented prospectively and none of the new insurance options or benefits shall be available retroactively or prior to the open enrollment period in January 2010.

**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**  
**2009-2010 SALARY SCHEDULE**

[illegible]

**APPENDIX A-1**  
**2009-2010 LONGEVITY**

APPENDIX A-1											
FY 10 Longevity											FY 10
Page 2	BA00	BA09	BA18	BA27	MA00	MA09	MA18	MA27	MA36	MA42	MA45
Long			69,241	70,624							
Longer			77,095		86,924		92,497		101,933		
Longest					97,704						
FY 10	54,486	56,393	58,300	61,139	74,486	77,094	79,701	83,582	87,839	92,115	105,329
This chart applies to teachers who were at the highest cells on the salary schedule and teachers who were in longevity cells for the prior year.											
NOTE: Teachers compensated in accordance with the longevity chart shall continue to be eligible for the applicable lane advancement increment either by return to the salary schedule if the scheduled payment is higher than the longevity chart amount or, if not, by a percentage ordinarily attributable to lane advancement on the salary schedule. Any teacher who returns to the schedule shall be permitted to capture no more than one step increment. For example, a teacher at the BA27 "Long" cell who earns credit and becomes otherwise eligible for advancement to MA00 for 2010-2011 would not return to the schedule under MA00 at Step 13 but would receive the percentage increment ordinarily attributable to lane advancement instead.											

**APPENDIX B**  
**2010-2011 SALARY SCHEDULE**



FY 13 - General Salary Schedule										Tentative Agreement - DRAFT					FY 14	
	BA00	BA09	BA18	BA27	MA00	MA09	MA18	MA27	MA36	MA42	MA45					
1	40,521	41,939	43,358	44,876	46,393	48,016	49,640	51,377	53,114	54,973	56,832					
2	41,735	43,197	44,657	46,220	47,784	49,456	51,128	52,917	54,706	56,621	58,536					
3	42,986	44,491	45,996	47,606	49,215	50,939	52,661	54,504	56,346	58,318	60,289					
4	44,275	45,825	47,374	49,033	50,690	52,465	54,238	56,137	58,035	60,067	62,098					
5	45,601	47,198	48,794	50,502	52,209	54,037	55,865	57,820	59,774	61,881	63,988					
6	46,968	48,612	50,256	52,015	53,774	55,657	57,539	59,562	61,565	63,720	65,875					
7	48,376	50,070	51,763	53,574	55,386	57,324	59,263	61,337	63,411	65,630	67,850					
8	49,827	51,571	53,315	55,181	57,046	59,043	61,039	63,177	65,314	67,599	69,884					
9	51,322	53,119	54,915	56,837	58,758	60,815	62,871	65,072	67,272	69,627	71,982					
10	52,862	54,712	56,562	58,542	60,521	62,640	64,758	67,025	69,291	71,716	74,141					
11	54,446	56,353	58,259	60,298	62,337	64,519	66,701	69,036	71,371	73,868	76,366					
12	54,480	56,470	58,359	60,572	64,206	66,455	68,702	71,107	73,511	76,084	78,656					
13					66,134	68,449	70,763	73,239	75,715	78,366	81,015					
14					68,116	70,501	72,886	75,436	77,986	80,717	83,446					
15					70,160	72,616	75,071	77,699	80,326	83,138	85,951					
16					72,266	74,795	77,325	80,031	82,737	85,633	88,528					
17					74,433	77,040	79,645	82,432	85,219	88,202	91,183					
18					74,753	77,370	79,986	83,882	87,776	90,848	93,920					
19									88,154	92,445	96,736					
20											99,639					
21											102,629					
22											105,707					

## APPENDIX B-1

### 2010-2011 LONGEVITY

APPENDIX B-1											
FY 11 Longevity											FY 11
Page 2	BA00	BA09	BA18	BA27	MA00	MA09	MA18	MA27	MA36	MA42	MA45
Long			70,798	72,213							
Longer			78,829		88,880		94,856		104,227		
Longest					99,903						
FY 11	55,194	57,126	59,058	61,934	75,454	78,095	80,736	84,668	88,980	93,312	106,698
FY 10	55,712	57,662	59,612	62,515	76,162	78,828	81,494	85,463	89,815	94,187	107,699

This chart applies to teachers who were at the highest cells on the salary schedule and teachers who were in longevity cells for the prior year.

NOTE: Teachers compensated in accordance with the longevity chart shall continue to be eligible for the applicable lane advancement increment either by return to the salary schedule if the scheduled payment is higher than the longevity chart amount or, if not, by a percentage ordinarily attributable to lane advancement on the salary schedule. Any teacher who returns to the schedule shall be permitted to capture no more than one step increment. For example, a teacher at the BA27 "Long" cell who earns credit and becomes otherwise eligible for advancement to MA00 for 2011-2012 would not return to the schedule under MA00 at Step 13 but would receive the percentage increment ordinarily attributable to lane advancement instead.

**APPENDIX C**  
**2011-2012 SALARY SCHEDULE**

FY 12 Certified Salary Schedule													FY 12	
													(Tentative Agreement - DRAFT)	
	BA00	BA09	BA18	BA27	MA00	MA09	MA18	MA27	MA36	MA42	MA45			
1	41,149	42,589	44,030	45,571	47,112	48,761	50,409	52,174	53,937	55,826	57,713			
2	42,382	43,866	45,350	46,937	48,524	50,223	51,921	53,737	55,554	57,498	59,443			
3	43,652	45,181	46,709	48,344	49,978	51,728	53,477	55,349	57,219	59,222	61,224			
4	44,961	46,535	48,109	49,793	51,476	53,278	55,079	57,007	58,935	60,998	63,060			
5	46,308	47,929	49,550	51,284	53,019	54,875	56,731	58,716	60,700	62,840	64,980			
6	47,696	49,366	51,035	52,822	54,608	56,519	58,430	60,475	62,520	64,708	66,896			
7	49,126	50,846	52,565	54,405	56,244	58,213	60,181	62,287	64,393	66,647	68,901			
8	50,599	52,371	54,141	56,036	57,931	59,958	61,985	64,156	66,327	68,647	70,967			
9	52,118	53,942	55,766	57,718	59,669	61,757	63,846	66,081	68,315	70,706	73,098			
10	53,681	55,560	57,439	59,449	61,459	63,611	65,762	68,064	70,365	72,828	75,290			
11	55,290	57,226	59,162	61,232	63,303	65,519	67,735	70,106	72,477	75,013	77,549			
12	55,325	57,345	59,264	61,511	65,202	67,485	69,767	72,209	74,651	77,263	79,875			
13					67,159	69,510	71,859	74,375	76,889	79,580	82,271			
14					69,172	71,594	74,015	76,606	79,195	81,968	84,739			
15					71,248	73,741	76,235	78,903	81,571	84,427	87,283			
16					73,386	75,955	78,523	81,272	84,020	86,960	89,900			
17					75,587	78,234	80,879	83,710	86,540	89,569	92,597			
18					75,912	78,569	81,226	85,182	89,137	92,256	95,376			
19									89,520	93,878	98,236			
20											101,183			
21											104,220			
22											107,345			

**APPENDIX C-1**  
**2011-2012 LONGEVITY**

<b>APPENDIX C-1</b>											
<b>FY 12 Longevity</b>											<b>FY 12</b>
Page 2	BA00	BA09	BA18	BA27	MA00	MA09	MA18	MA27	MA36	MA42	MA45
Long			72,391	73,838							
Longer			80,839		91,146		97,275		106,885		
Longest					102,450						
FY 12	55,870	57,910	59,847	62,116	76,660	79,343	82,026	86,021	90,402	94,525	108,402
FY 11	56,601	58,582	60,564	63,513	77,378	80,087	82,795	86,827	91,249	95,411	109,419
FY 10	57,132	59,132	61,132	64,109	78,105	80,838	83,572	87,642	92,106	96,307	110,446

This chart applies to teachers who were at the highest cells on the salary schedule and teachers who were in longevity cells for the prior year.

NOTE: Teachers compensated in accordance with the longevity chart shall continue to be eligible for the applicable lane advancement increment either by return to the salary schedule if the scheduled payment is higher than the longevity chart amount or, if not, by a percentage ordinarily attributable to lane advancement on the salary schedule. Any teacher who returns to the schedule shall be permitted to capture no more than one step increment. For example, a teacher at the BA27 "Long" cell who earns credit and becomes otherwise eligible for advancement to MA00 for 2012-2013 would not return to the schedule under MA00 at Step 13 but would receive the percentage increment ordinarily attributable to lane advancement instead.

## **APPENDIX D**

### **NORTH SHORE SCHOOL DISTRICT NO. 112**

#### **FAMILY AND MEDICAL LEAVE**

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

#### **A. GENERAL REQUIREMENTS FOR FAMILY AND MEDICAL LEAVE ("FMLA LEAVE")**

##### **1. 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:

- (a) the birth of a child and to care for the newborn child, provided the leave is taken no later than 12 months after the birth of the child;
- (b) the placement of a child with the employee for adoption or foster care, provided the leave is taken no later than 12 months after the placement date of the child;
- (c) because the employee is needed to care for a member of the employee's immediate family with a serious health condition;
- (d) the treatment of a serious health condition that makes the employee unable to perform the functions of the job; or
- (e) the existence of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

##### **2. Calculation of 12-Month Period**

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

### **3. Leave to Care for a Covered Servicemember**

In addition to the above purposes, any employee who has been employed by the Board of Education for at least 12 months, has worked at least 1,250 hours during the preceding 12 months, and who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to an unpaid leave of absence of up to 26 work weeks during a "single 12-month period" to care for the covered servicemember with a serious injury or illness. A "single 12-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date, regardless of the method used by the Board to calculate the 12-month period in Section A.2, above.

### **4. 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, to care for a sick family member or to care for a covered servicemember with a serious injury or illness. 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.

### **5. 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.

### **6. 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 had 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 who qualifies for FMLA leave may substitute any other applicable paid leave (e.g., sick leave, vacation leave or personal leave) when the reason for the FMLA leave also qualifies for use of paid leave benefits. 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. 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 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
- (c) 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.

#### **D. 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, to care for the child after placement or birth 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 or a child, or for leave for the employee's own health condition.

If leave is taken by spouses who are both employed by the Board to care for a covered service member with a serious injury or illness, such leave is limited to a combined total of 26 work weeks during the "single 12-month period" as defined in Section A.3, above.

#### **E. RULES AND REGULATIONS**

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

## **APPENDIX E**

### **North Shore School District 112 Salary Enhancement Retirement Plan**

#### **PROMISSORY NOTE**

Employee Name:

Date:

I have requested to participate in the Salary Enhancement Retirement and Lump Sum Retirement Payment Plan (the "Plan") as contained in Article 13 of the 2009-2012 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 E to this Agreement) wherein the teacher promises to pay back the difference between the sum of the total salary enhancements received under this plan and the severance payment under 13.2B, minus the actual salary the teacher would have received in accordance with the regular salary schedule of the District, 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 and lump sums 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 and the severance payment, 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

\_\_\_\_\_  
Date

## APPENDIX F

### North Shore School District 112

#### 2009-2010 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. It 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 and the Superintendent as soon as possible.

Dates 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 O-Orthodox**

#### August 2009

<b>Ramadan, 1st Day</b> 22 Saturday Islam Food Restriction	<b>Dormition of the Theotokos</b> 28 Friday Christianity (O) Special Worship
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#### September 2009

<b>Rosh Hashanah</b> 18*-20 Friday to Sunday Judaism Work Restriction	<b>Navaratri</b> 19-27 Saturday to Sunday Hinduism Special Worship	<b>Eid-ul-Fitr</b> 20 Sunday Islam Work/Food Restriction	<b>Dussehra</b> 28 Monday Hinduism Special Worship Work Restriction	<b>Yom Kippur</b> 27 * Sunday Judaism Work/Food Restriction
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#### October 2009

<b>Sukkot</b> 2*-4 Friday to Sunday Judaism Special Worship Work Restriction	<b>Sukkot Intermediate Days</b> 5-9 Monday to Friday Judaism Special Worship Work Restriction	<b>Simchat Torah (or Shmini Atzeret)</b> 9-11* Friday Judaism Work Restriction	<b>Diwali</b> 17 Saturday Sikh/Hinduism, Jainism Special Worship	<b>Birth of the Bab</b> 20 * Tuesday Baha'i Work Restriction
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#### November 2009

<b>Birth of Baha'u'llah</b> 13* Friday Baha'i Work Restriction	<b>The Day of Arafat</b> 26 Thursday Islam Food Restriction	<b>Eid-ul-Adha</b> 27 Friday Islam Work Restriction	<b>Advent fast begins</b> 28 Saturday Christianity (O) Food restriction
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## December 2009

**Bodhi Day**  
(Rohatsu)  
08 Tuesday  
Buddhism  
Special Worship

**Chanukah**  
11\*-19 Friday -  
Saturday  
(8 days)  
Judaism  
Special Worship

**Christmas**  
25 Friday  
Christian (RC, P)  
Special Worship

**Kwanzaa**  
26-1/1 Saturday  
(7 days)  
African Heritage  
Special Worship

**Ashoura Islam**  
27 Sunday  
Islam  
Food Restriction /  
Special Worship

## January 2010

**Epiphany**  
06 Wednesday  
Christian (RC)  
Special Worship

**Christmas**  
07 Friday  
Christian (O)  
Special Worship

**Theophany**  
19 Wednesday  
Christian (O)  
Special Worship

**Tu B'Shvat**  
29\*-30 Friday  
Judaism  
Special Worship

## February 2010

**Shivaratri**  
12 Friday  
Hinduism  
Special Worship

**Clean Monday**  
(Lent begins)  
15 Monday  
Christian (O)  
Special Worship,  
Food Restriction

**Chinese New Year**  
14 Sunday  
Confucian/ Daoist/  
Buddhist  
Special Worship

**Ash Wednesday**  
(start of Lent)  
17 Wednesday  
Christian (RC, P)  
Special Worship,  
Food Restriction

**Fast of Esther**  
25\* Thursday  
Judaism  
Food Restriction

**Purim**  
28\*-29 Sunday  
Judaism  
Special Worship

**Holi**  
28 Sunday  
Hinduism  
Special Worship

## March 2010

**The 19 Day Fast Begins**  
02 Monday  
Baha'i  
Food Restriction

**Women's World Day of Prayer**  
05 Friday  
Multifaith

**Naw Ruz (New Year's Day)**  
21 Sunday  
Baha'i /  
Zoroastrian  
Work Restriction

**Palm Sunday**  
28 Sunday  
Christian  
Special Worship

**Passover**  
29\*-30 Monday  
Judaism  
Work Restriction first  
two days and last two  
days; Food restrictions  
observed for all eight  
days.

## April 2010

**Maundy Thursday (Holy Thursday)**  
01 Thursday  
Christian  
Special Worship

**Passover**  
(intermediate days)  
01-04 Thursday  
Judaism  
Work Restriction  
first two days and  
last two days;  
Food restrictions  
observed for all  
eight days.

**Good Friday**  
02 Friday  
Christian  
Special Worship,  
Food Restriction

**Buddha's Birthday**  
03 Saturday  
Buddhism  
Special Worship

**Easter (Pascha)**  
04 Sunday  
Christian  
Special Worship

**Passover**  
04\*-06 Sunday  
Judaism  
Work Restriction  
first two days and  
last two days;  
Food restrictions  
observed for all  
eight days.

**Yom Hashoah**  
11 \* Sunday  
Judaism  
Special Worship

**Baisakhi**  
14 Wednesday  
Hindu New  
Year/Sikh

**Ridvan**  
21\* Wednesday  
(through May 2)  
Baha'i  
Special Worship,  
Work Restrictions  
4/21, 4/29 and 5/2

## May 2010

***Lag B'Omer***  
**01-02** Saturday  
 Judaism  
 Special Worship

***Twelfth Day of  
Ridvan***  
**02** Sunday  
 Baha'i  
 Work, Food  
 Restriction

***Ascension of  
Christ***  
**13** Thursday  
 Christian  
 Special Worship

***Vesak***  
**13** Thursday  
 Buddhism/  
 Southeast Asian  
 Special Worship

***Shavuot***  
**18\*-20** Tuesday  
 Judaism  
 Special Worship, Work  
 Restriction

***Pentecost***  
**23** Sunday  
 Christian  
 Special Worship

***Declaration of the  
Bab***  
**23\*** Sunday  
 Baha'i  
 Work Restriction

***Ascension of  
Baha'u'llah***  
**29\*** Saturday  
 Baha'i  
 Work Restriction

Adapted from Whitman College Religious Holidays Calendar.