

**DISTRICT 112
SUPPORT STAFF AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF
NORTH SHORE DISTRICT #112
AND THE
NORTH SHORE
SUPPORT STAFF ASSOCIATION, IEA-NEA**

**2011-2012
2012-2013**

NORTH SHORE SCHOOL DISTRICT 112
EDUCATIONAL SUPPORT STAFF

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ARTICLE I

RECOGNITION

1.1 RECOGNITION

The Board of Education of North Shore District #112, Lake County, Illinois, (hereinafter referred to as the "Employer" or the "Board") recognizes the North Shore Support Staff Association, IEA/NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all non-certified employees of North Shore School District No. 112 and exclusive of all certified employees, and all supervisors, managers, and confidential employees as defined by the Illinois Educational Labor Relations Act (hereinafter "IELRA").

1.2 HISTORICAL UNIT POSITIONS/INCLUSIONS AND EXCLUSIONS

In accordance with the parties' agreement regarding consent election procedures including the consent election agreement dated August 5, 1993, the Illinois Educational Labor Relations Board ("IELRB") approved voter eligibility, and the letter of exclusions dated August 5 1993, the parties acknowledge that the following position titles are included or excluded (as designated below) for purposes of historical reference:

INCLUSIONS

EXCLUSIONS

Paraprofessionals	All Certified Employees
Administrative Assistants	Director of Buildings and Grounds
Clerks	Assistant Business Manager
Nurses	Executive Assistant to the Superintendent
Health Aides	Administrative Admin. Assts.
Custodians	Insurance Claims Processor
Maintenance Workers	Admin. Asst. to the Coordinator of Pupil Personnel Services
Payroll Clerks (non-confidential)	Payroll Clerk (Confidential)
Receptionists	Admin. Asst. to the Business Manager

Student Supervisory Positions	Tutors
Interpreter	Network Coordinator
Student Services Admin. Asst.	Director of Transportation
Computer Technician	Assistant to the Director of Transportation
Speech Language ParaPro	Personnel/Technical Admin. Asst.
Technology Specialists	Business Office Insurance Admin. Asst.
Database Manager	

This provision of the Agreement does not preclude either party from seeking to include or exclude any positions (historical, present or future) provided such is accomplished in accordance with the IELRA.

The parties acknowledge that any decision by the Board of Education to rehire bus drivers or sub-callers as District employees shall cause such rehires to regain their status as members of the bargaining unit.

ARTICLE II
ASSOCIATION RIGHTS

2.1 FAIR SHARE AGREEMENT

- A. Each employee, 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 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 employee 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-members.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) 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 employee who, on the basis of a bona fide religious tenet or teaching of a church or

religious body of which such employee 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 employees may be required to pay their fair share to a non-religious charitable organization mutually agreed upon by the employee and the Association. In absence of an agreement, the employee may select a charitable organization from an IELRB approved list.

2.2 PAYROLL DEDUCTION OF DUES

A. Procedures for Membership Authorization

Proper authorization for membership payroll deductions shall be the signature of the employee 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 employee 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.

2.3 ASSOCIATION MEETING DAYS

- A.** 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 Association meetings for the upcoming school year.
- B.** The Superintendent, the Assistant Superintendent for Staff, the President, the Vice-President 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 RELEASED TIME

The President of the Association shall be released from his/her duties for one-half (1/2) day every week during the work year, with scheduling to be agreed upon between the Association President and the Superintendent or designee. If there is more than one Association President, the one-half day per week shall be shared between them. He/She/They shall be considered an employee of the District with respect to eligibility for the Illinois Municipal Retirement Fund, all fringe benefits, employment status, seniority and salary, without regard to such release time.

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

2.5 BULLETIN BOARD, MAIL FACILITIES, AND MAIL BOXES

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 employee mail boxes, inter-school mail, and designated Association 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 copying machines and fax machines, subject to availability and, further provided, the Association reimburses the District for reasonable costs associated with such use as determined by the District from time to time.

2.6 ASSOCIATION LEAVE

Upon written notification of the President (or designee) of the Association, a leave of absence with pay shall be granted to an employee to be named in such notification for the purpose of conducting official Association business. Such leaves may total up to fourteen (14) days in a single work year and shall be granted in units of full or half days. Notification in writing for such leave shall be filed with the Superintendent or designee at least five (5) 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 seven (7) leave days, the Association will pay

the Board an amount equal to the minimum hourly rate as pertains to the job category of the employee on leave for each hour of additional leave days utilized.

2.7 PRINTING COSTS AND DISTRIBUTION OF CONTRACT

Within thirty (30) 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 employee now employed or employed during the term of this Agreement, plus twenty-five (25) copies to the Association. The cost of the preparation of these copies shall be paid by the Board.

2.8 BOARD MEETINGS - NOTIFICATION

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 a notice of any special meeting of the Board of Education, together with a copy of the agenda or statement of purpose of such meeting (if there be such) shall be placed in the Association President's and Vice-President's mailbox 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 has so notified the District where to communicate such information.

2.9 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.

2.10 NAMES AND ADDRESSES - NEW EMPLOYEES

Names, addresses, work sites, job assignments and starting rate of pay of newly hired employees shall be provided to the Association President within ten (10) working days after employment by the Board of Education.

2.11 BOARD POLICY MANUAL

All board policies shall be published on the District's web site.

ARTICLE III
EMPLOYEE RIGHTS

3.1 RULES AND REGULATIONS GOVERNING EMPLOYEES DISCIPLINE

- A. Any rules and regulations promulgated by the Employer regarding discipline shall be consistent with the following procedures.

Discipline may include, but is not limited to, warnings, reprimands, suspensions (with or without pay), reductions in rank, dismissal and loss of employee rights, wages or benefits, provided such rights, wages or benefits are provided by this Agreement.

An employee may be suspended with or without pay, subsequent to reasonable notice, pending determination of any disciplinary action. If it is determined that the suspension without pay was inconsistent with the terms of this Agreement, the employee shall receive all back pay withheld during the period of suspension unless some other form of discipline, which results in loss of pay or benefits, is imposed in accordance with this Agreement.

B. Discipline and/or Complaint Procedures:

1. Before any investigatory or disciplinary action is taken against an employee based upon a complaint against an employee regarding his/her performance or conduct as an employee of the District, the employee shall be informed of the nature of the complaint as soon as reasonably possible. This provision shall not preclude an administrator/supervisor from verifying a third party complaint prior to informing the Employer by only speaking with the person(s) allegedly involved, but only to the extent necessary to be able to gather basic information to provide the employee with the basic allegations.
2. The Superintendent or designee shall conduct a fair and thorough investigation to determine if there is a reasonable basis for such action to be taken before any reference pertaining to such complaint is placed in the employee's personnel file. Such investigation shall include a conference with the employee by the appropriate administrator.
3. A written explanation for any disciplinary action taken against the employee shall be provided the employee.

4. The employee shall have a right to representation at any meeting which could result in disciplinary action. If the chosen 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. Except in emergency circumstances involving the safety of students or other employees, the employee shall be given notice of the reasons for the disciplinary meeting no later than twenty-four (24) hours prior to the start of such meeting.
5. The employee shall have a right to appeal the terms of this section of the Agreement through the grievance procedure provided by this Agreement.
6. Evidence not presented to the employee prior to presentation to the Board shall not be used by the Board as a basis for its action unless first presented to the employee.

C. Application of Disciplinary/Complaint Procedures to Employees.

Eligibility of an employee for coverage under this Article shall commence after completion of one hundred and twenty (120) calendar days of continuous employment. Ordinary recesses or breaks in the school year shall not constitute an interruption in continuous employment.

3.2 HANDBOOK/BUILDING RULES AND REGULATIONS

Copies of handbooks, written building regulations and rules, if any, which affect employees shall be distributed to each employee in that building during the first five (5) days of each school year, unless previously distributed. Any changes in such written regulations and rules shall be given to each employee promptly following promulgation.

3.3 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

Employees shall be given written notice of assignments for the forthcoming school year as soon as known by the Administration, but no later than the last employment date of the preceding school year. Further, if a change in an employee assignment is needed, the employee shall be notified as promptly as possible. Upon the request of an employee whose assignment was changed within fifteen (15) days before the start of the school year or, is changed during the course of the year, the District will provide assistance to that employee to allow said employee an opportunity to plan and prepare for the new assignment. For purposes of this section, a "change" shall be deemed to mean a change in job classification, building assignment, position within a job classification, or route package.

3.4 EMPLOYEE - FORMAL EVALUATION COMMITTEE AND PROCEDURES

A. Formal Evaluation Committee/Grievance Exemption

The Board and the Association shall each appoint respective representatives to a joint committee for the purpose of monitoring and recommending changes to the evaluation procedures. Any such procedural changes shall be subject to the approval of both parties. The committee may also monitor and make recommendations regarding standards, criteria and the content portions of the evaluation instrument. However, the final decision regarding such items shall rest with the Board. In no event shall the content of an individual employee's evaluation be grievable.

B. Frequency of Evaluations

All classified employees shall be evaluated formally a minimum of once every other year.

C. Basis of Evaluation

Evaluations shall be based on direct personal knowledge or substantiated information about the employee's performance, subject to paragraph A above.

D. Observations

The term "observation" when used in the context of evaluations refers to a method of employee assessment whereby the evaluator visually observes the employee performing his/her job duties. Observations are to be distinguished from the broader term "formal evaluation" in that observations may constitute merely one component of the employee's formal evaluation.

E. Evaluation Instrument

A blank copy of the evaluation instrument shall be provided to the employee prior to the evaluation.

F. Formal Evaluation Conference

Prior to writing the formal evaluation instrument, the evaluator shall conduct a conference with the employee. The purpose of the conference is to discuss the employee's performance and to provide an opportunity for the employee to give input about his/her performance and goals. After

completion of the conference, the evaluator will complete the formal evaluation instrument and provide the original to the employee for signature within ten (10) working days of the conference. After reviewing the formal evaluation, the employee may request an additional conference with the evaluator.

G. Timeline for Evaluations

Formal evaluations may be conducted at any time during the employee's work year. All formal evaluations for the year should be filed in the personnel office by May 15.

H. Disagreement with the Evaluation

If the employee disagrees with the evaluation he/she may submit a written response which shall be attached to the personnel file copy of the evaluation provided such response shall be submitted in accordance with the timelines of section 3.6 of this Agreement.

I. Evaluation Instrument Attached

The evaluation instrument and periodic revisions shall be attached to this Agreement as Appendix A.

3.5 PERSONNEL FILE

A. Conditions and Procedures for Placement of Materials in File

Only one official file shall be maintained for each employee. No assessment materials shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has been afforded such opportunity by affixing his/her signature on the copy to be filed. 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 employee's 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 may be used if the employee agrees or has been given a reasonable time to review the information. Material which should have been included in the personnel file shall be used at the request of the employee. 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 employee.

B. Right to Respond to Materials in File

Within thirty (30) working days following the date any material is entered into the employee's personnel file, the employee shall have the right to attach a response. For purposes of this section, working days shall be defined as days on which the District office is open.

The immediate supervisor shall sign the response acknowledging that he/she read the material. Notification to the employee of any disciplinary documents added to the personnel file shall be made as soon as possible, but in no case longer than thirty (30) days after added to the file.

C. Right to Examine File

An employee and/or his/her designee shall have the right, upon request, to examine his/her personnel file and to have a representative of the Association accompany him/her in such review. Such review shall be during normal business hours and in the presence of a designated employee of the Board. No employee shall remove any material from a personnel file. Such review shall not be applicable to confidential material, such as recommendations for employment.

D. Right to Reproduce Materials in File

Upon written request, the Employer shall reproduce for the employee one (1) copy of any materials in his/her personnel file.

E. Release of Information

Disclosure of contents of a personnel file shall be consistent with the Personnel Record Review Act.

3.6 VACANCIES, PROMOTIONS, AND TRANSFERS

A. Definition of Vacancies

A vacancy shall be defined as a position within the bargaining unit presently unfilled including newly created positions. As used herein, "vacancy" shall not be construed to mean a mere re-deployment of staff. In cases of re-deployment, only those positions remaining vacant after all affected staff has been re-deployed shall be deemed a "vacancy" for purposes of this section of the agreement.

B. Posting of Vacancies

Notice of vacancies shall be posted on a designated bulletin board in each District building with a copy sent to the Association President. Notice shall be posted at least ten (10) working days prior to the vacancy being filled, subject to Section 3.7D below. Such notice shall contain the following information to the extent known at the time of posting:

1. Job description
2. Location
3. Starting date
4. Starting Salary Range
5. Hours
6. Classification
7. Minimum requirements

C. Consideration for Vacancies

Any employee who applies for a vacancy shall be considered in filling such vacancy prior to employment of outside applicants, provided such employee is qualified to hold the position. Notice of the outcome of the posting shall be given in accordance with section 3.7K below.

D. Temporary Filling

If the Employer deems it necessary, a vacancy may be filled on a temporary basis, however, temporary appointments shall not extend beyond forty (40) consecutive employment days. The employee information referenced in Section 2.10 of this agreement shall be provided to the Association President for an employee whose employment, in the same position, exceeds forty (40) consecutive employment days.

E. Definition of Promotion

Promotion shall mean placement within a supervisory or administrative position which directly supervises employees.

F. Posting of Promotional Positions

Notice of available promotional positions shall be done in the same manner as for vacancies.

G. Filling of Promotional Positions

Filling of promotional positions will be at the Employer's discretion. However, employees will be given the same consideration as afforded under "Consideration for Vacancies" above.

H. Definition of Transfer

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including changes in classification, buildings, shifts or route packages, as well as changes of positions to a substantially different job description. Involuntary transfer is a transfer without the consent of the employee.

I. Voluntary Transfer Application

Any employee may apply in writing to the Superintendent, or designee, within the applicable posting period. Receipt of a request for transfer shall be acknowledged by the Employer within a reasonable period of time.

J. Involuntary Transfers

In cases of an involuntary transfer, the appropriate administrator shall inform that affected employee of the proposed change at least seven calendar days before the final recommendation is made, except in cases of unforeseen circumstances. The employee may request a conference with the administrator to discuss the proposed transfer. The employee may be accompanied by an Association representative. At the conference the employee and the Association representative may suggest alternative proposals concerning the transfer. The employee 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. If approved by the personnel administrator, the appropriate administrator shall inform the employee of the final recommendation.

K. Notification to Applicants

Within a reasonable period of time after the expiration of the posting period the Employer shall make known its decision as to which applicant, if any, has been selected to fill a posted position. All internal candidates shall be notified of the administrator's decision on the filling of a classified vacancy prior to Board action to approve the recommendation.

L. Rate of Pay

When an employee is temporarily transferred to a classification other than his/her regular classification, the employee's regular compensation shall remain unchanged. However, if the temporary assignment endures longer than ten (10) workdays and carries a higher rate of compensation, then the higher rate shall be paid for the subsequent period of temporary assignment.

In the case of a permanent transfer within a category to a position with a lower base pay the employee's compensation will be calculated based on years of seniority and shall be no less than the amount paid to others in the same position with the same seniority.

In the case of a permanent transfer within a category to a position with a higher base pay, the employee's compensation will be calculated by applying the contractual percentage increase for that year to the higher base pay.

M. Training

Within thirty (30) work days of assuming the duties, training shall be provided to all employees who are transferred, promoted or redeployed to the extent such training is determined to be appropriate and necessary by the Supervisor.

3.7 JOB DESCRIPTIONS

For each classification, job descriptions shall be developed or modified with input from the employees and notice to the Association President. The applicable job descriptions shall be distributed to all new employees when hired by the District, with changes to all affected employees and copies to the Association President.

Job Descriptions shall be reviewed periodically in accordance with the above paragraph. The District acknowledges a renewed commitment to review fully all job descriptions and, where appropriate, make revisions in accordance with this section of the Agreement. The parties acknowledge that to the extent job descriptions constitute the direction of employees within the meaning of Section 4 of the IELRA, such job descriptions shall be a matter of management right. Likewise, job descriptions shall not be subject to the grievance procedure except to the extent such job descriptions are in direct contravention of the express terms of this Agreement. Notwithstanding the above, the parties acknowledge that any aspect of a job description which is determined to directly or indirectly impact wages, hours or other terms and conditions of employment within the meaning of the IELRA shall constitute a mandatory subject of bargaining.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 PRINCIPLES

- A. A "grievance" shall be defined as any claim by the Association or an employee 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 employment 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 an employee because of his/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 employee or group of employees 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.

4.2 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 grievant, a grievance may be processed as follows, provided, however, that a grievance primarily involving the Superintendent may be initially submitted at Level II.

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 reasonably have had knowledge of the event giving rise to 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.

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 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.

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 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 Association¹ fee, arbitrator's fee, one (1) transcript for the arbitrator, and hearing room fees. Costs do not include legal fees or additional transcript fees incurred by either party.

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

The arbitrator shall be selected utilizing the services of the American Arbitration Association, which shall serve as the administrator of such proceedings. The arbitrator shall have no power to amend, modify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented in writing,

¹ By mutual agreement the parties may use another process or agency for selecting an arbitrator, in which case all other applicable provisions of this section apply.

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.

4.3 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 an employee or an Association representative be released from his/her regular assignment, such employee or representative shall be released without loss of pay or benefits.
- F. The arbitration hearing shall be held at the District.
- G. An official record of the arbitration hearing shall be kept by a court reporter retained by the District, with the costs of the court reporter and the transcripts to be shared equally between the Board and the Association.

ARTICLE V

WORKING CONDITIONS

The work year, work day and work week definitions which appear as Sections 5.1 and 5.2 below are provided solely for the purpose of determining minimum work requirements necessary to attain other employment benefits as such benefits may be defined by this Agreement. These provisions shall not preclude changes in work year, work day or work week requirements, including the possibility of reduction in force, subject only to the duty to provide the Association with proper notice and the opportunity to negotiate such changes, to the extent required by law.

5.1 WORK YEAR DEFINITIONS

- A. **A full-year Employee** is one who regularly works the twelve (12) month fiscal year beginning July 1 through June 30.
- B. **A school-year Employee** is one who regularly works less than the twelve (12) month fiscal year, but at least the school year in accordance with the school calendar adopted by the Board and typically includes:
 - 1. **A ten month employee** – one who regularly works the teacher contract year plus twenty days.
 - 2. **A nine-and-a-half month employee** – one who regularly works the teacher contract year plus ten days.
 - 3. **A nine month employee** – one who regularly works the teacher contract year.
 - 4. **An eleven month employee** – one who regularly works the teacher contract year plus forty days.
- C. **A part-year Employee** is one who regularly works less than the school year.

5.2 WORK DAY/WORK WEEK DEFINITIONS

A. Short-Term Changes

At the employee's request, work schedules may be reasonably modified for individuals on a short-term basis with written approval from their supervisor or their Principal. Likewise, the employer may reasonably modify work schedules for individuals on a short-term basis. Such short-term changes shall not require negotiations between the parties. For purposes of this provision, "short-term" shall be defined as a period of time

not to exceed sixty (60) consecutive calendar days. The Association President shall be notified of such modifications if they are other than short term, in which case the Association reserves the right to negotiate other than short term changes.

B. Full-Time Definitions

1. ADMINISTRATIVE ASSISTANTS/CLERKS - The full-time work schedule for an administrative assistant/clerical employee shall consist of at least a seven (7) hour day and a thirty-five (35) hour week.
2. PARAPROFESSIONALS - The full-time work schedule for a paraprofessional shall consist of at least a seven (7) hour day and a thirty-five (35) hour week.
3. CUSTODIANS - The full-time work schedule for a custodian shall consist of an eight (8) hour day and a forty (40) hour week.
4. REGISTERED NURSES/HEALTH AIDES - The full-time work schedule for a RN/Health Aide shall consist of at least a seven (7) hour day and a thirty-five (35) hour week.
5. MAINTENANCE WORKERS - The full-time work schedule for maintenance personnel shall consist of an eight (8) hour day and a forty (40) hour work week.
6. ACCOUNTS/PAYROLL CLERKS (Non-Confidential) - The full-time work schedule for an accounts/payroll clerk (non-confidential) shall consist of at least a seven (7) hour day and a thirty-five (35) hour week.
7. COMPUTER TECHNICIANS - The full-time work schedule for a computer technician shall consist of an eight (8) hour day and a forty (40) hour week.
8. INTERPRETER - The full-time work schedule for an interpreter shall consist of at least a seven (7) hour day and a thirty-five (35) hour week.
9. TECHNOLOGY SPECIALISTS - The full-time work schedule for a technology specialist shall consist of an eight (8) hour day and a forty (40) hour work week.

10. SPEECH LANGUAGE PARAPRO – The full-time work schedule for a speech language parapro shall consist of at least a seven (7) hour day and a thirty-five (35) hour week.
 11. DATABASE MANAGER – The full-time work schedule for a database manager shall consist of an eight (8) hour day and a forty (40) hour work week.
- C. **Part-Time Employee** - is one who works less than the work day/work week as prescribed in section 5.2.B, above.
- D. **Lunch.** In addition to the paid work hours as described in Section 5.2 above, such full-time employee shall be provided with a thirty (30) minute duty-free lunch period without pay. Notwithstanding, full-time administrative assistants shall be provided with a one (1) hour duty-free lunch period without pay unless mutually agreed otherwise by the administrative assistant and the supervisor. Lunch periods, if any, for part-time employees shall be determined by the immediate supervisor in consultation with the part-time employee.
- E. **Work Breaks.** The paid work hours for employees who meet the single day hourly requirements as described in Section 5.2 above shall include two (2) fifteen (15) minute work breaks without deduction in pay. A reasonable effort shall be made by the immediate supervisor to schedule one (1) break in the morning and one (1) break in the afternoon, taking into consideration the work demands of the job category. Work breaks, if any, for part-time employees shall be determined by the immediate supervisor in consultation with the part-time employee.

5.3 WORK YEAR/PAID HOLIDAYS/VACATION

A. **Work Year**

The work year for all employees shall be from July 1 through June 30, subject to Section 5.1 above, and shall include paid holidays, alternate holidays, periodic holidays, vacation days, shutdown days, and recess days.

1. **Holidays**

- a. **Paid Holidays** are those days defined in Section 5.3.B below when the employees are scheduled to work but for which they are released from work, receive work credit and are paid their regular rate of pay

- b. Alternate Holidays are those days defined in Section 5.3.C below which fall during the employees work year but which may fall on a Saturday or Sunday. If such alternate days fall on a Saturday or Sunday, the Board shall designate either the preceding Friday or the following Monday as an alternate holiday for which employees shall be released from work, receive work credit and are paid their regular rate of pay.
 - c. Periodic Holidays are those days defined in Section 5.3.D below which fall during the employees work year but which may fall periodically on a Saturday or Sunday. If such periodic holidays fall on a work day, such days shall be treated as paid holidays. If such periodic holidays fall on a Saturday or Sunday, such days shall be considered a non-working, unpaid day.
- 2. Vacation Days are those days that the employee uses for vacation while receiving his/her regular daily pay.
- 3. Shutdown Days are those normal work days during the summer on which certain employees are released from work and for which they are not paid, but which days may be rescheduled as paid work days at the discretion of the Board.
- 4. Recess Days are those days on which certain employees are neither requested to work nor paid during the school year.
- B. Paid Holidays The following days shall be considered paid holidays for all employees working fifty percent (50%) or more on a full-year basis: Labor Day, Columbus Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King Day, Pulaski Day and Memorial Day.
- C. Alternate Holidays The following days shall be considered alternate holidays for all employees working fifty percent (50%) or more on a full-year basis: New Year's Day, Christmas Day, and Independence Day.
- D. Periodic Holidays. The following days shall be considered periodic holidays for all employees working fifty percent (50%) or more on a full-year basis:
 - Lincoln Day (February 12),
 - Veteran's Day (November 11).
- E. Vacations - Full-time, full-year employees shall earn vacation, awarded at the time of hiring and on the first day of each fiscal year thereafter, in accordance with the following schedule:

Time of Award

Days Awarded

On Date of Hire	A prorated amount of 10 for the remainder of the fiscal year
For fiscal year 2	10 vacation days
For fiscal year 3	11 vacation days
For fiscal year 4	12 vacation days
For fiscal year 5	13 vacation days
For fiscal year 6	14 vacation days
For fiscal years 7 and 8	16 vacation days
For fiscal years 9 and 10	17 vacation days
For fiscal years 11 and 12	18 vacation days
For fiscal year 13	19 vacation days
For fiscal year 14	20 vacation days
For every fiscal year thereafter	20 vacation days

Availability of Days. Employees must be employed for 120 calendar days before they may begin using vacation days. Vacation days earned at the beginning of the fiscal year shall be available for use during that fiscal year (July 1 through June 30), except for new employees who may have been denied use of vacation days as a result of the 120-day restriction imposed above.

Guaranteed Use/Accumulation. Vacation days shall be available in whole day increments, with each employee guaranteed a right to use up to half of such days (rounded to the next highest whole number) during the school year as may be scheduled by the mutual agreement of the immediate supervisor and the employee. The balance of earned days shall be scheduled only with the advance approval of the immediate supervisor, except that there shall be no such guarantee that such days may be used during the school year. Employees who are unable to exhaust their vacation days in the period available for use due to denial of their requests by the immediate supervisor shall be permitted to carry over those days to the first six (6) months of the next fiscal year. In all other cases, vacation days shall not be permitted to accumulate or otherwise carry over. Failure to use vacation days in accordance with this Agreement shall result in a loss of such days without reimbursement.

Resignation/Termination. Any employee who resigns or is terminated shall be entitled to pay for a pro-rated portion of unused vacation days earned based on the employee hourly rate.

5.4 OVERTIME FOR FULL-TIME EMPLOYEES

A. Holidays and Weekend Work

Except in emergencies, or for the continued operation and maintenance of school facilities or property, no full-time employee shall be required to

work on weekends (unless part of the full-time employees standard work week) or holidays except on a voluntary basis.

B. Regular Overtime

For full-time employees, all work over and above an eight (8) hour paid work day and/or a forty (40) hour paid work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's rate of pay. Paid non-work days (such as sick leave, personal leave, vacations, holidays, etc.) shall not be considered as hours worked for purposes of computing overtime. For the purposes of computing overtime, the workweek shall be Monday through Saturday.

C. Break Time and Overtime

Employees working overtime will be entitled to an additional fifteen (15) minute paid relief time break for every four (4) hours worked.

D. Sunday and Holiday Overtime

For full-time employees, all work on Sundays or Holidays (overtime or not) will be compensated at two times the employee's rate of pay in lieu of any other regular or overtime pay.

E. Call-Back Work

All Call-Back work will be compensated at one and one-half (1-1/2) times the employee's normal rate of pay unless such Call-Back is on a Sunday or a Holiday in which case the employee shall be compensated at two (2) times their normal rate of pay. These rates of pay are not dependent on whether the employee is eligible for overtime. All Call-Back will be reimbursed for mileage to and from the employee's home at the standard mileage rate in accordance with Section 6.12 of this Agreement.

5.5 IN-SERVICE MEETINGS/TRAINING

The Board shall provide an opportunity for employee input into the content of institute and inservice programs. This shall occur through a committee of which employees selected by the Association shall be an integral part. For support staff, this shall occur through a subcommittee of the District Staff Development Committee. The employee members of this committee shall be selected by the Association. Employees who are approved by the District to attend summer workshops/trainings beyond the normal workday with pay, shall be paid his/her hourly rate up to a maximum of twenty dollars (\$20.00) per hour.

Any employee who serves as a District approved presenter at a workshop at any time during the school year or during the summer shall be compensated at the rate of forty dollars (\$40.00) per hour for each hour the employee is actually presenting.

5.6 PROFESSIONAL ADVISORY COUNCIL

A. Professional Advisory Council

Each site will annually elect up to two (2) Employees to serve on its Professional Advisory Council (PAC), except that this number may be exceeded if mutually agreed otherwise by the parties. This Council also will include a building administrator/supervisor. The purpose of this Council is to provide an avenue for Employees and administrators/supervisors 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 administrator/supervisor or Employee members to be held at reasonable times shortly before or after the regular work day or at mutually agreeable times during the regular work day. The frequency of meetings will be on an as-needed basis, subject to the reasonable availability of the administrator(s)/supervisor and generally not more often than once per week. Appropriate subjects, among others, might be professional concerns, building maintenance, supplies, physical plant, inclusion, student discipline, schedules, quality of work environment, 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, Employees 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/supervisor, subject to review and written comment by Employee 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.

When deemed appropriate, joint meetings with the teachers' PAC will be held. The parties shall make an effort to consolidate the PAC taking into consideration the staffing levels of the respective sites.

B. Climate Assessment

The PAC at each site shall meet and recommend constructive and effective processes for assessing the climate of the site. The results of these assessments will be shared with the site, Superintendent and Board on or before May 15. As the results are shared, appropriate consideration will be given to the confidentiality of personnel issues. The Superintendent or designee shall develop a process for determining the climate of the District, which shall include a component for allowing responses to climate from staff.

5.7 HAZARDOUS WORKING CONDITIONS

The administration shall respond to and promptly investigate any written complaint by an employee regarding an alleged hazardous condition. If, in the opinion of the employee or administration, a situation warrants correction but has not been corrected, either party may contact the proper outside agencies.

5.8 IMMUNIZATIONS AND WELLNESS SCREENING

A. Immunizations

The Board shall provide employees the opportunity to receive flu shots and any immunizations required by OSHA by October 15th annually. These shall be administered within the District at no cost to the employees. Hepatitis B shots shall be made available at no cost to the employee.

B. Wellness Screening

To the extent the District provides wellness screening, such screening shall be available to employees regardless of participation on the District's insurance program. Employees who do not participate in the District's insurance plan shall not be required to pay for wellness screening except for whatever amount employees with District insurance are required to pay. This provision shall not preclude the discontinuation of such screening by the District.

5.9 DISTRICT COMMITTEES

The Association shall have representation, appointed by the Association, on the Superintendent's Advisory Committee, the District Calendar Committee, and all other district committees for which classified employee participation is appropriate.

5.10 USE OF PARAPROFESSIONALS AS SUBSTITUTES

A. Certification Requirements

Only paraprofessionals who hold current teacher certification, substitute certification or other qualifications which may be allowed under the prevailing law may be used as substitutes.

B. Volunteer List

Eligible paraprofessionals will be asked at the beginning of the year, or at the time of employment, if they are interested in substituting. The names of the paraprofessionals interested in substituting will be maintained on a list compiled by the Personnel Office and distributed to principals.

C. Compensation

1. Paraprofessionals serving as substitutes will be paid at the teacher substitute rate or the teacher assistants' regular hourly rate, whichever is higher. Teacher assistants eligible for the substitute rate, who substitute less than a full day, will receive a pro-rated substitute rate based upon the number of hours they substitute.
2. In addition, Paraprofessionals serving as substitutes will receive an extra \$10.00 for substituting more than half a day or an extra \$5.00 for substituting for a half day or less. The extra \$10.00 amount will be raised proportionately as the substitute pay rate is increased.
3. When a paraprofessional serves as a substitute, the District will report the paraprofessional's creditable earnings to TRS.

ARTICLE VI
COMPENSATION AND RELATED PROVISIONS

6.1 SICK LEAVE

Each employee eligible to participate in the Illinois Municipal Retirement fund (IMRF) under the "600 Hour Standard" established, or under such other eligibility participation standard as may from time to time be established by IMRF shall be entitled to a total of fifteen (15) sick leave days with full pay per work year for school year employees and eighteen (18) sick leave days with full pay per work year for full-year employees. Such sick leave shall accumulate to a maximum of two hundred and ninety (290) days. However, the District shall keep the necessary records of accumulation of any days beyond 290 for the purposes of creditable service upon retirement. 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 30 days for birth 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 employee in obtaining the certificate. For paid leave for adoption or placement for adoption, the Board may require that the employee 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, an employee 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 employee, upon reaching two hundred and forty (240) accumulated unused sick leave days, shall have the employee's emergency sick leave days decreased in number for each day the employee accumulates unused sick leave days above 240, regardless of whether or not such days are later used.

Each month employees 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 employee's pay check stub).

6.2 PERSONAL BUSINESS LEAVE

Upon written notice to the Superintendent or designee, employees shall be granted personal leave with pay of three (3) days in any one work year for personal or business use. "Personal or business" use shall mean leave to take care of matters which cannot reasonably be scheduled outside work hours. Unused personal leave for such purposes shall be cumulative to a maximum of four (4) days. Unused personal leave days shall be added to accumulated sick leave days each year after the stated limit is reached. All unused personal days will carry over each year until the limit of four days is reached. Personal leave shall not be used during the first or last week of the school year, nor on the last work day immediately prior to or immediately following holidays, except in the case of a specific situation explained to and approved by the Superintendent or designee.

6.3 UNPAID LEAVE OF ABSENCE

Employees may request unpaid leaves of absence in writing to the Superintendent or designee, with such request to contain as much specific information regarding such leave request as is reasonably possible. The Board shall retain within its sole discretion the right to grant or deny any leave request not guaranteed by law or this Agreement, including, but not limited to, discretion over such leave issues as purpose, procedures, duration, and impact on salary, fringe benefits and other terms and conditions of employment. Any decisions reached by the Board shall be considered non-precedential for all purposes.

All leaves of absence shall be subject to the terms of the District's Board Policy No. 5:185 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.

6.4 BEREAVEMENT LEAVE

Employees shall receive a bereavement leave with pay for any death in the immediate family not to exceed five (5) per work year, without deduction from sick leave. Immediate family shall be defined in Section 6.1 above.

6.5 JURY DUTY

Employees shall suffer no loss in pay while on jury duty or because such employee, pursuant to subpoena issued by the clerk of a court and served on such employee, attends as a witness upon trial or to have his or her deposition taken in any school-related matter pending in court. Said absence shall not reduce the number of personal or sick leave days referred to in this Article. Jury pay is to be turned over to the District, less expenses incurred while performing jury duty which have not been reimbursed.

6.6 INSURANCE

- A. The Board shall, for each full-time employee employed full-year or school year (contributions for full-year or school year employees employed 50% or more shall be prorated) contribute toward the premiums for term life insurance in an amount equal to the employee's annual salary rounded to the nearest thousand (including accidental death and dismemberment), individual dental, and individual health insurance in a total annual amount equal to 100% of the individual premium. The employee may select any one of the two (2) following programs:

<u>Program 1</u> Life & A.D.D. Dental PPO	<u>Program 2</u> Life & A.D.D. Dental HMO
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The PPO and HMO health insurance programs shall be available at split rates (as opposed to a blended rate) to make family health insurance available at a reduced cost under Program 2. In addition, for each full-time employee employed full-year or school year who elects to receive family health insurance under Program 1 ("Family PPO"), the Board shall contribute an amount equal to the blended rate for individual health insurance, plus 25% of the remaining premiums towards Family PPO (or a prorated amount for full-year or school year employees employed 50% or more). Either party shall have the right to demand to reopen negotiations regarding the percentage contribution towards Family PPO for the 2012-2013 year.

Full-time employees employed full-year or school year who elect to opt out of 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.

B. Liability Insurance

The District shall insure employees for liability in accordance with Section 10-22.3 of the *School Code*. The District shall also contribute toward the premium for Nursing Liability Insurance for Registered Nurses in an amount not to exceed \$105 per year.

6.7 RETIREMENT/INSURANCE BENEFIT

Eligible employees with at least ten (10) years of employment in the District (#107, 108, 111 or 112) and who timely elect to retire within the meaning of the

Illinois Municipal Retirement Fund (IMRF) before age sixty-five may continue to purchase health insurance for individual or family coverage, life insurance and dental from the District as per the conditions in the insurance booklet at 100% of the group rate cost of such insurance until age 65 or until the employee becomes eligible for Medicare or, if such becomes available, until the employee becomes eligible for insurance as a result of retirement pursuant to the IMRF, whichever occurs first.

6.8 STATE RETIREMENT PLANS

In the event retirement legislation is enacted during the term of this Agreement, the Board acknowledges its duty to negotiate the impact of such legislation on the wages, hours and other terms and conditions of employment of bargaining unit members following the receipt of a written demand by the Association requesting such negotiations.

6.9 SALARY

Each employee who was employed by District 112 for the 2010-2011 year and who was reemployed in the same category of position by District 112 for the 2011-2012 year shall receive an increase in his/her respective base hourly rate in the amount of 2.5%. Each employee who was employed by District 112 for the 2011-2012 year and who was reemployed in the same category of position by District 112 for the 2012-2013 year shall receive an increase in his/her respective base hourly rate in the amount of 2.5%. All other employees shall be employed at an hourly rate no less than the minimum hourly rates indicated within the ranges below:

<u>Category of Position</u>	<u>Yr. I 2011-2012*</u>	<u>Yr. II 2012-2013*</u>
1. **Paraprofessionals	14.93-16.58	14.93-16.58
2. Administrative Assistants	19.72-22.11	19.72-22.11
3. Accounts/Payroll Clerks	19.72-22.11	19.72-22.11
4. Clerks	14.44-16.58	14.44-16.58
5. Nurses	23.55-25.25	23.55-25.25
6. Custodians	15.59-17.33	15.59-17.33
7. Maintenance Workers	26.38-29.50	26.38-29.50
8. Computer Technicians	26.38-29.50	26.38-29.50
9. Interpreter	24.79-26.76	24.79-26.76
10. Technology Specialists	20.00	20.00
11. Speech Language ParaPro	22.95-24.95	22.95-24.95
12. Database Manager	22.50	22.50

The determination of minimum hourly rates within the ranges defined above shall be within the discretion of the Board, taking into consideration certification, qualifications, prior experience, prior job performance and special supplementary skills.

* During the term of this Agreement, either party shall have the right to demand to reopen negotiations regarding minimum starting wage ranges due to fluctuating market conditions.

** The pay rate for use of paraprofessionals as teacher substitutes may be found in Section 5.10.C of this Agreement.

6.10 EXTRA DUTY COMPENSATION

A. Employees who are required to perform the following extra duties outside the employees' work day shall be compensated as follows:

- Before and After School Extra-Curricular Activity \$28.00 per hour*
- Lunch Room Duty \$28.00 per hour*
- Outdoor Education \$ 1% of Teacher Extra-curricular Base Salary

B. Employees who perform lunch room duty as part of the employees' work day shall receive \$28.00 per hour or their hourly rate of pay, whichever is higher.

C. *In the event that the Employer and the North Shore Education Association, IEA/NEA enter into a first successor agreement to the 2009-2012 Professional Agreement which contains any increase in compensation to Certified Employees for before and after school extra-curricular activity and lunch room duty, the rates paid to Support Staff Association Employees shall be increased by the same amount.

6.11 MILEAGE REIMBURSEMENT

Mileage reimbursement for prior approved use of personal vehicles by call-back custodian, registered nurses, and other employees expressly required to use personal vehicles for school business, shall be reimbursed at the maximum rate allowed by IRS. Where possible, such mileage shall be reimbursed in a lump sum amount on a bi-annual basis; namely, January 15 and June 15.

6.12 PAYROLL DEDUCTIONS

A. The Board shall make payroll deductions for each employee 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: Association Dues, Annuities, United Way, Credit Unions, and Salary Redirect Plans.

B. Salary Redirect or Flex Plan

1. The Board shall maintain a cafeteria plan which meets the requirements of 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 to the cafeteria plan.
2. An employee 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 employee's compensation. The employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
 - a. 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.
 - b. 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 employee, the employee's spouse, and/or the employee's dependents.
 - c. Reimbursement for qualified dependent care assistance as defined and allowed in Section 129(e)(1) of the Internal Revenue Code.
3. The amount herein allocated shall be payable upon submission by the employee 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 employee or carried over to the following plan year.

6.13 SALARY PAYMENT

Checks will be issued semimonthly in twenty-four (24) equal installments for full-year employees. School year and part year employees shall have the option to receive checks issued semi-monthly in twenty-four (24) equal installments or semimonthly in the appropriate lesser number of equal installments. 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, employees will receive their checks on the last work day prior thereto. During the summer, checks for inactive employees will be mailed at least two (2) days before the pay date so as to attempt to reach employees on the appropriate day.

6.14 DIRECT DEPOSIT

The Board will maintain a system for the direct deposit of compensation for all interested employees. The business office shall take steps designed to encourage employee participation in direct deposit.

6.15 EXTENDED CONTRACTS

Employees whose work year is extended shall be compensated at their normal rate of pay.

6.16 COMPENSATORY TIME

Compensatory time shall be defined as additional hours beyond the normal work day for which the Employee may exchange a comparable number of hours.

A. Limitations

Compensatory time must be initiated or pre-approved by the supervisor. The Employee shall have the choice of monetary compensation or compensatory time when initiated or approved by the supervisor to work additional hours. Lunch hours or break time will not be accumulated for the purpose of compensatory time.

B. Amount of Compensatory Time Granted

1. For additional hours worked up to forty (40) hours per week, compensatory time will be granted at the rate of one (1) hour of compensatory time for each additional hour worked.
2. For additional hours worked above forty (40) hours per week, compensatory time will be granted at the rate of one and one-half (1 1/2) hours of compensatory time for each additional hour worked.
3. On Sundays and Holidays employees shall be compensated at the rate of double time.

C. **Timeline for Usage of Compensatory Time**

All compensatory time shall be earned and used during a twelve (12) month period commencing July 1 and terminating on June 30, except for time accrued after May 15 which may be used in the following year. No more than thirty-five (35) hours of compensatory time may be accumulated by a full-time Employee during a twelve (12) month period (prorated for part-time Employees). Compensatory time may be earned and utilized only in increments of a half hour or greater.

D. **Adjusted Daily Schedule**

Compensatory time should not be confused with approved adjustments to the employee's daily schedule. (Example: Employee who needs to leave a half hour early at the end of the work day receives approval from supervisor to start work a half hour early.) Adjustments to the daily schedule must be approved by the supervisor.

E. **Record Keeping**

In addition to the Employer's statutory obligation, the Employee is responsible for maintaining a record of all compensatory time, including amount, dates earned and dates used. This record shall be reviewed periodically by the supervisor.

ARTICLE VII
REDUCTION IN PERSONNEL, SENIORITY AND RECALL

7.1 BOARD AUTHORITY

Subject to its bargaining obligation under the IELRA, the Board of Education may determine to decrease the number of employees employed in the District, to discontinue some particular type of educational support service or to reduce the hours of any employee (*i.e.*, "reduction-in-force"). Any employee who is removed, dismissed or receives a reduction in hours as a result of reduction-in-force shall be given written notice by certified mail, return receipt requested, by April 30th. The notice of removal, dismissal or reduction in hours shall include a statement of honorable dismissal and the reason for the reduction-in-force.

7.2 REDUCTION-IN-FORCE PROCEDURES

Employees removed or dismissed by reduction-in-force shall be honorably dismissed in order of seniority within their respective category of position. Employees with the shorter length of continuing service in the District shall be dismissed first, provided employees with greater service are qualified to hold the positions of those employees 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 employees to positions for which they are qualified. In determining an employee's qualifications for purposes of reduction in force, the Board shall consider any statutory or regulatory employment prerequisites, and the specific skills required for the position as determined by the District in its policies, rules, regulations, or job descriptions.

7.3 CATEGORIES OF POSITION

Employees shall be ranked by their seniority within the following categories of positions:

1. Paraprofessionals
2. Administrative Assistants
3. Registered Nurses
4. Accounts/Payroll Clerks (Non-Confidential)
5. Clerical Workers/Health Aides
6. Custodians/Day-Time
7. Maintenance Workers
8. Computer Technicians
9. Interpreter
10. Technology Specialists
11. Speech Language ParaPro
12. Database Manager

Any employee who has worked in more than one category of position shall be ranked in each such category worked to the extent seniority has accrued in such category.

7.4 SENIORITY DETERMINATION

Seniority shall be defined as total years of continuous service in the District within the respective category of position computed from the first date of continuous employment. Full year and school year service shall be considered equal (i.e., 1 full-year of service and 1 school year of service shall both equal 1 year of seniority). Pro-rata seniority credit shall be given for less than full year/school year service and/or 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.

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

1. Total service in the District, whether or not continuous;
2. Lottery as determined cooperatively between the Superintendent and Association.

7.5 INSURANCE

Employees removed because of staff reduction 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 employee pays the full cost of the District's group programs.

7.6 RECALL

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category of position, so far as they are qualified to hold such positions.

Vacancies which must be tendered to honorably dismissed employees during their period of recall rights include only 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 employee 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 employee 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.

An employee's failure to notify the District of acceptance of a tendered vacancy shall constitute a rejection of the offered position. Any employee who rejects an offer of a 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.

7.7 SENIORITY LIST PROCEDURES

Annually, by January 10th, a tentative seniority listing of all employees 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 and, where known, the first date of employment as used for purposes of computing continuous service.

An employee 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 an employee 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 VIII
EMERGENCY SCHOOL CLOSING

8.1 SCHOOL CLOSING - LEAVE DAYS

When the schools and school offices are officially closed for the entire work day by the Superintendent, such days shall be considered shutdown days within the meaning of Section 5.3.A.1, and no paid leave days previously arranged by an employee will be deducted from available paid leave. This provision shall not apply to late starts or early dismissals which still result in a five (5) clock hour day or more.

8.2 INCLEMENT WEATHER - REPORTING FOR WORK

When the schools and school offices are to be officially closed for the entire work day due to inclement weather, the following procedures will be followed to notify employees:

- A. The building principals shall begin their building's telephone tree. These calls will include all non-certified staff except custodians.
- B. The Supervisor of Building and Grounds shall make arrangements to notify each custodian with instructions for the day.

ARTICLE IX

NEGOTIATION PROCEDURES

9.1 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).

9.2 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 the 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 JURISDICTION

Interpretation of Section 9.1 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 IV of this Agreement.

ARTICLE X

EFFECT OF AGREEMENT

10.1 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.

10.2 AGREEMENT VS. CONTRACTS

Any individual contract between the Board and any employee 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 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.

10.3 AGREEMENT VS. BOARD POLICY

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

10.4 SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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.

10.5 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 Board, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

10.6 NO STRIKE/NO LOCKOUT

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

10.7 SUBCONTRACTING - 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. Such notice shall be given at least thirty (30) days prior to any action taken by the Board.

10.8 DURATION

This Agreement shall be effective the first day of the 2011-2012 work year and shall terminate at 11:59 p.m. on the day preceding the first day of the 2013-2014 work year, except as may otherwise be provided by the express terms of this Agreement.

MEMORANDUM OF UNDERSTANDING
Subcontracting of Custodial Positions By Attrition

This Memorandum of Understanding is made this 10 day of November, 2004, by and between North Shore School District 112 (hereinafter referred to as the "District") and the North Shore Support Staff Association (hereinafter referred to as the "Association").

WITNESSETH

Whereas the District and the Association are parties to a collective bargaining agreement effective for the 2001-05 school years covering those classified positions as stated in Section 1.2 of the agreement, including custodians; and

Whereas the District desires to subcontract vacant custodial positions, and that section 11.7 of the 2001-05 collective bargaining agreement requires that the Board give advance notice to the Association of its intent and afford the Association an opportunity to bargain; and

Whereas the Association acknowledges that it received said notice from the District on October 7-8, 2004 in the form of a letter from Superintendent Maureen Hager to Association President Marion Lewis and Vice-President Tony Minorini;

Now therefore in consideration of the terms and conditions contained in this Memorandum of Understanding, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: That the District shall have the right to fill through the subcontracting process those custodial positions which are vacant or become vacant on or after November 11, 2004 immediately upon acceptance and signature of this memo of understanding;

Section 2: That those custodians employed with the District as of the date specified in Section 1 above, (see addendum) and continuously employed as a custodian thereafter shall continue in a custodial position until such time as they resign, retire or otherwise leave the employment of the District, or until such time as their employment as a custodian is terminated for other reasons;

Section 3: That the wages, benefits, terms and conditions of employment of the custodians specified in Section 2 above shall continue as defined in the 2001-05 collective bargaining agreement between the Board of Education and the Association and as may thereafter be defined by any such successor agreement between the parties;

Section 4: That upon the resignation, retirement, otherwise leaving the employment of the District or termination as a custodian for other reasons by the custodians as specified in Section 2 above, the District shall have the right to fill the resulting vacancy through the subcontracting process;

Section 5: That this Memorandum of Understanding shall be read to permit the District to subcontract custodial positions by attrition without further negotiations, but shall not be read to preclude the District from any future decision to subcontract any or all employees for reasons other than attrition, subject to the duty to provide the Association with notice and an opportunity to bargain such decision.

FOR THE NORTH SHORE SCHOOL
DISTRICT 112

Maureen L. Hayes Dated 11.11.04
Superintendent

FOR THE NORTH SHORE SUPPORT
STAFF ASSOCIATION/IEA

Marian Lewis Dated 11.10.04
President

MEMO OF UNDERSTANDING

Diagnostic/Immunization Coverage

The Board and the Association will investigate the possibility of the insurance cooperative increasing diagnostic/immunization coverage to reflect the additional cost of the flu shots and the hepatitis B vaccine. When or if this becomes a part of our hospitalization policy, Section 5.8 of the contract shall be deleted.

North Shore School District 112

Classified Employee Evaluation Form

Name _____ Position _____

School Year _____ Years in District _____ Building/Site _____

Area of Competency	Improvement Needed	Good	Outstanding	Comments Comments are encouraged for any rating, but are <u>required</u> for "Improvement Needed"
Quality of work: Accuracy, completeness, thoroughness, neatness				
Quantity of work: Amount of work done				
Knowledge: Knowledge of methods, materials, objectives, and other fundamental information skills needed to fulfill responsibilities				
Adaptability: Ability to learn and perform as circumstances change and during emergencies				
Ability to grasp detail and to comprehend the difference between what is important and what is trivial				
Work habits: Organization of work, time tending to tasks, productive use of equipment, safety, industry, and responsiveness				
Relationships: Ability to interact positively with other employees and the public				
Dependability: Degree to which he/she can be relied upon to do the job without close supervision, is punctual, and can be trusted to attend to job responsibilities				
Attitude: Interest in work, willingness to satisfy requirements and to accept suggestions, to be loyal to the organization, and to engage in ethical conduct				
Judgment: Soundness of decisions and application of logic and common sense				

Comments by evaluator: _____

Comments by employee: _____

Future professional goals: _____

Date of conference: _____

Signatures:

Employee

Evaluator

Date

Date

Signature indicates that the evaluation has been read and discussed, but does not necessarily indicate agreement with the contents.

Copies: Employee Evaluator Employee's personnel file

MEMORANDUM OF UNDERSTANDING

Between

North Shore Support Staff Association, IEA/NEA (NSSSA) and
Board of Education of North Shore School District 112, Lake County, Illinois (Board)
(Personal Business Leave, Religious Leave and Insurance)

WHEREAS, the NSSSA and the Board are parties to a collective bargaining agreement which expires at the end of the 2010-2011 school year (the "Current Agreement"); and

WHEREAS, the NSSSA and the Board have negotiated a successor collective bargaining agreement to cover the 2011-2012 and 2012-2013 school years (the "Successor Agreement"); and

WHEREAS, the Successor Agreement contains certain changes to personal business leave, religious leave and insurance which the parties have agreed to implement and/or phase in during the term of the Current Agreement.

NOW, THEREFORE, in consideration of the terms and conditions in this Memorandum of Understanding, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1: Incorporation of Recitals. The above recitals are incorporated into the body of this agreement as if fully restated herein.

Section 2: Personal Business Leave. Effective July 1, 2010, the provisions of Section 6.2 of the Successor Agreement shall be in full force and effect and shall supercede any contrary provisions of the Current Agreement.

Section 3: Religious Leave. Effective July 1, 2010, Section 6.5 of the Current Agreement shall be deemed deleted and shall have no further force and effect.

Section 4: Insurance. The negotiated changes to Section 6.7 of the Successor Agreement shall be phased in during the term of the Current Agreement as follows:

(a) **Open Enrollment Period.** During the month after formal approval of the Successor Agreement and this Memorandum of Understanding, the Board shall provide an open enrollment period for NSSSA members to enable them to make changes in health insurance. No changes in dental or other insurance benefits shall be allowed.

(b) **Split Rates.** Effective as of first day of the month after the open enrollment period above, the Board shall make PPO and HMO health insurance programs available at split rates (as opposed to the current blended rate).

(c) **Family PPO Contributions – 2009-2010.** Effective as of the first day of the month after the open enrollment period above, for each full-time employee employed full-year or school year who elects to receive family coverage under the PPO health insurance program, the Board shall contribute an amount equal to the blended rate for individual health insurance, plus 20% of the remaining premiums towards family PPO coverage for the remaining month(s) of the 2009-2010 school year.

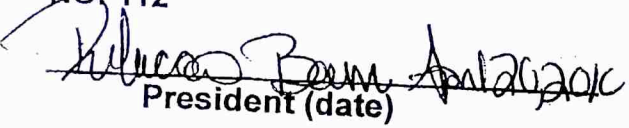
(d) **\$100 Opt-Out Payment.** Effective as of the first day of the month after the annual open enrollment period above, the Board shall provide a \$100 payment to full-time employees employed full-year or school year who elect to opt out of insurance coverage during the period of open enrollment.

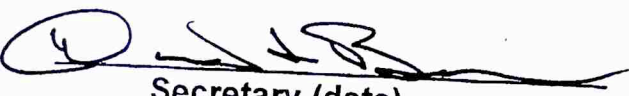
(e) **Family PPO Contributions – 2010-2011.** Effective as of the beginning of the 2010-2011 year, for each full-time employee employed full-year or school year who elects to receive family coverage under the PPO health insurance program, the Board shall contribute an amount equal to the blended rate for individual health insurance, plus 22.5% of the remaining premiums towards family PPO coverage through the end of the term of the Current Agreement.

Section 5: All Changes Prospective. All changes to the Successor Agreement and hereunder shall be implemented prospectively and none of the new leave days or insurance options, benefits, payments or contributions shall be available retroactively or prior to the open enrollment period or later date as set forth above.

For the:

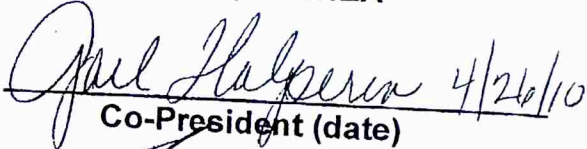
BOARD OF EDUCATION OF
NORTH SHORE SCHOOL DISTRICT
NO. 112

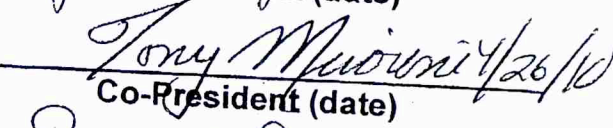

President (date)

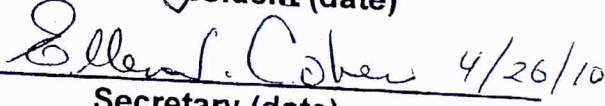

Secretary (date)

For the:

NORTH SHORE SUPPORT STAFF
ASSOCIATION, IEA/NEA


Co-President (date)


Co-President (date)


Secretary (date)