

AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION
SCHOOL DISTRICT NO. 38
LAKE COUNTY, ILLINOIS**

AND THE

BIG HOLLOW FEDERATION OF TEACHERS

A COUNCIL OF THE

LAKE COUNTY FEDERATION OF TEACHERS
LOCAL NO. 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2008 - 2009

2009 – 2010

2010 – 2011

2011 – 2012

2012 - 2013

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PREAMBLE

A. Parties to the Agreement

This Agreement is made and entered by and between the Board of Education of School District No. 38, Lake County, Illinois, hereinafter referred to as "Board" and the Big Hollow Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, American Federation of Teachers, AFL-CIO, hereinafter referred to as "Union."

B. Recognition

The Board recognizes the Union as the exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for all professional certificated employees, (which employees are hereinafter referred to as "teachers"), except the Superintendent, principal, other central office staff, substitutes, teacher aides, paraprofessionals, and any new administrative position, provided that nothing contained herein shall require the Board to bargain over matters of inherent managerial policy as defined by the Illinois Educational Labor Relations Act. Any dispute that arises as to the bargain ability of any topic included in this Section shall not be resolved under the terms of Article VII of this Agreement, but rather may be submitted by either party to the Illinois Educational Labor Relations Board for resolution.

ARTICLE I

TEACHERS' RIGHTS

A. Posting of Vacancies

All identified vacancies of certified staff shall be posted on the District's website no later than the conclusion of the third business day following their official designation by the Board.

B. Supervisory Conference

When any teacher is required to appear before the Board or before any Board committee concerning any matter, which could directly affect the continuation of that teacher in his/her employment, the teacher shall be given reasonable prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative present during such meeting. If a teacher is required to appear before the Superintendent to discuss a recommendation to the Board of Education regarding possible dismissal or suspension, the teacher shall be advised of the same in advance and entitled to have a representative present during such meeting.

C. Union Activities and Membership

The Board shall not discriminate against any teacher by reason of his/her membership in the Union, participation in any lawful activities of the Union, or institution of any grievance under this Agreement. Teachers shall have the right to join the Union. Teachers shall also have the right not to join the Union.

D. Legal Protection of Teachers

The Board acknowledges its obligation under the School Code to defend and indemnify teachers as required by law.

E. Voluntary Transfers

Any teacher may apply for a building, subject or grade transfer where a vacancy exists. A vacancy shall be defined as any opening in a regular full-time or part-time teaching position, which is to be filled in its entirety. Notice of a vacancy shall be posted in all school buildings for a period of five (5) school days. All applications for transfer or promotion shall be in writing and directed to the Office of the Superintendent indicating the reasons for the transfer or promotion and the school, position, and/or grade desired. The needs of the District shall be the primary consideration in all transfer decisions. Current teachers who meet all of the qualifications for the vacant position, as determined by the Superintendent or his/her designee, shall receive prior consideration for such vacancy before considering candidates from outside the District. This provision shall not restrict the Board's authority to transfer teachers to any position, which the teacher is qualified to fill pursuant to Section 24-11 of The School Code. If a teacher is not appointed to a vacancy for which he/she has applied, upon request, the teacher shall be apprised of the reason(s) therefore.

F. Involuntary Transfer

Any teacher affected by an involuntary transfer shall be released by the Board from his/her contract if he/she desires. Upon request, he/she shall be released from his/her contract within thirty (30) days or sooner provided a replacement is available. Any teacher transferred involuntarily shall receive consideration in any requested transfer to a future vacancy.

G. Request for Appraisal

Upon request by a teacher, an administrative officer of the Board shall furnish to the chief officer of another school district or other prospective employer an appraisal of the teacher's service. The request for such appraisals and recommendations shall not be construed as notice of intention to resign and shall in no way affect the teacher's status and evaluation within this school district.

H. Written Reply

When a teacher submits to the Superintendent a written request concerning coursework approval, tuition reimbursement approval, attendance at seminars, purchase of school materials and supplies, use of leaves, or approval of new extra-curricular programs, the Superintendent shall provide a written reply within ten (10) school days. A reply indicating the matter has been or shall be referred to the Board of Education for consideration or is under consideration by the Administration shall be deemed full compliance with this Section. For matters so referenced, an additional reply shall be given to the teacher within thirty (30) calendar days.

ARTICLE II

UNION RIGHTS

A. Dissemination of Information to the Union

The Board shall upon written request furnish the Union President or designee the approved minutes of the Board, the agenda (if any) of any upcoming Board meeting, the monthly statement of financial position, a scattergram, and once annually the current audit and approved and tentative final budgets upon their availability and prior approval and acceptance by the Board. The Superintendent or designee shall make every effort to apprise the Union President or designee of any action taken by the Board affecting any teacher and to do so as soon as feasible.

B. Union's Right to Address the Board

The Union President or designee shall be given the opportunity at each regular Board of Education meeting to address the Board briefly, provided such remarks shall exclude any references to grievances or negotiations in process. Comments concerning any District personnel shall be presented only at closed session of the Board.

C. Union Announcements

The Union President or designee shall have the right to briefly welcome the faculty at the first meeting of the school year.

D. Use of School Facilities and Equipment

1. The Union shall have the right to hold its membership meetings outside the normal teacher workday on school property, provided such meetings in no way interfere with any aspect of the total instructional program. If such meetings entail additional maintenance, custodial or other expenses, the Union shall pay such costs. Notification for such use shall be submitted to the Superintendent or designee at least twenty-four (24) hours in advance of the time of intended use. If the meeting shall involve more than thirty-five (35) persons, this Paragraph shall not apply.
2. The Union shall have the right to use the District's teacher mailboxes for official Union materials, provided such materials shall be properly identified as official Union publications and a copy thereof concurrently provided to the Superintendent.
3. The Union shall have the right to post official Union announcements and publications (but not including any materials, which are primarily political endorsements) on a designated bulletin board.
4. The Union shall have the right to use Board duplicating equipment for official Union announcements (exclusive of political endorsements) if such is available, and provided the Union shall reimburse the Board for any supplies used and for any damage caused by such use. Such equipment shall not be used without first advising the Superintendent or designee, and only when such shall not interfere with the needs of the District.

E. Dues Deduction

1. The Board shall deduct from the pay of each teacher membership dues of the Union and its affiliates, provided that at the time of such deduction there is in possession of the Board a current written authorization for dues deduction voluntarily executed by the teacher. Such authorization shall specify the dues to be deducted from the teacher's salary.
2. The amount specified shall be prorated and deducted in equal amounts from paychecks starting with the first paycheck in November and continuing through the next ten (10) paychecks.
3. The Union shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands, suits and costs resulting from any reasonable action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Section.

F. Release Time for Union Officers

The Union President and/or designee shall be granted two (2) days per year to attend Union functions, providing the Union shall within seven (7) days reimburse the District for the cost of a substitute teacher.

G. Discussions with Superintendent

Upon the advance written request of the Union President or designee, the Superintendent shall meet with such President or designee, and up to two (2) additional teachers selected by such President or designee, to review and discuss any matter related to the operations of the schools, provided that a written agenda for such meeting is submitted with such request and that the Superintendent shall not be compelled to meet more often than once each calendar month between September and May. Except in an emergency, such meeting shall be held within ten (10) working days of the receipt of such request.

H. COPE Deduction

Upon receipt of a voluntary authorization in writing by a teacher, the Board shall deduct from the teacher's salary the amount authorized by the teacher for the Lake County Federation of Teachers Committee on Political Education (COPE). Such deduction shall be made the last paycheck in October and forwarded to the Treasurer of the Union not more than fourteen (14) days after such deductions were made, and the amount deducted for each. The Union shall defend and hold the Board harmless for any action properly performed pursuant to this Section.

Union dues and COPE deductions shall be mailed in separate checks.

I. School Calendar

The Union President shall have the right to review the proposed school calendar and provide input as to its content prior to Spring Break.

J. Fair Share

All teachers covered by this Agreement who are not members of the Union shall, commencing sixty (60) days after their employment, or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The Union shall further certify to the Board that "Notice of Fair Share" has been posted in accordance with the IELRB rules and regulations. No payroll deduction of fair share fees shall be made until at least fourteen (14) days after such certification. Such fair share payments shall be deducted by the Board from the earnings of the non-member teachers and be paid to the Union. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this Section shall preclude the non-member employee from making voluntary political contributions in conjunction with his or her fair share payment.

This fair share agreement shall safeguard the right of non- association of teachers based upon bonafide religious tenets or teaching of a church or religious body of which such teachers are members. Such teachers may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the teachers affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board. Non-member teachers who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. Additionally, non-member teachers who object to the amount of the fair share fee have the right to file such objection pursuant to the internal Fair Share Implementation Program procedures established by the Union, except that the filing of such objection pursuant to the internal procedure may not be sufficient to preserve any rights the non-members may have under the IELRA. Upon any such filing, pursuant to said internal procedures and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE III

WORKING CONDITIONS

A. School Year

The school calendar shall not include more than one hundred eighty-five (185) teacher employment days. If up to five (5) of such days are not required to replace days deducted as emergency or non-school days, such unused days shall be deducted from the calendar.

B. School Day

The formal teacher workday shall include the formal student attendance day, which shall not exceed six hours and forty-five minutes (6 hours, 45 minutes). The formal teacher workweek shall not exceed thirty-seven and one half (37 1/2) hours. This amount of time shall be reduced on a prorated basis for any week that has less than five (5) school days. The formal teacher workday shall include a duty-free lunch period. On the last pupil attendance day before Thanksgiving, Christmas recess, and Spring recess, teachers shall be free to leave as soon as all their obligations to students have been concluded.

Except in the case of an emergency or in the case of a matter, which cannot be, reasonable postponed to the following week, faculty meetings shall not be held during any week in which an in-service program is held. There shall never be more than one (1) meeting on any given day. Any time during the formal teacher work week outside the formal student attendance day that is not utilized for staff meetings and in-services, may be used by the teacher for planning time and parent conferences.

As used herein the formal teacher workday shall not include parent-teacher conferences, open house, extended services or extra-curricular assignments.

Teachers shall be notified in writing of their assignments for the following school year, as to grade level and/or subject area, and the dates for next year's open house and parent-teacher conferences no later than the last week of the school year.

C. Lounges and Dining Room

The Board shall make every effort to provide an appropriate teachers' lounge. Such lounge shall be of appropriate size for that building.

D. Health and Safety

Teachers shall not be required to work in conditions, which seriously impair their safety. Teachers shall not be required to search for bombs, provided they shall advise law enforcement authorities of any atypical circumstances in the school environment, which might be pertinent. Nothing in this Section shall be construed as excusing teachers from their primary responsibility of assuring the safety and welfare of students.

E. Summer School

If a summer school shall be conducted by the Board, teachers shall be notified of anticipated teaching opportunities therein by May 1 or as soon thereafter as practicable. No other provision of this Agreement shall be applicable to summer school unless expressly so provided.

F. Classroom Interruptions

Every effort shall be made to keep classroom interruptions at a minimum. The Union and Administration shall form a joint committee to review classroom interruptions. In the event administrative regulations concerning classroom interruptions are not adopted in a form satisfactory to the Union, the Union may present its recommendations to the Board.

G. Preparation Time

Preparation time is the amount of time during the student attendance day, exclusive of lunch, that is considered non-student contact time.

Middle School preparation time shall be the equivalent of one class period per day. Elementary and Primary Level preparation time shall be a minimum of the equivalent to the amount of time of one class period per day based upon the length of one class period in the Middle School.

H. Building Access

The Board shall supply each building with an appropriate number of keys for temporary check out by teachers.

I. Parental Communications

The Board acknowledges the appropriateness of input by teachers regarding school or District policy with respect their obligation to submit articles for publications routinely distributed to parents, and when how to communicate with parents concerning minor infractions by students.

J. Class Size

The Board endorses the principle of seeking to maintain reasonable class size (which may vary by age of student, subject matter, District resources, ability of physical facilities, special student needs, and the like). When necessary to exceed such parameters, the parties shall promptly meet to review the feasibility of employing a classroom aide.

K. Supervision of Students Assigned In-School Suspension

The Board endorses the principle that students assigned to in-school suspension should not be placed in a teacher's regular classroom except as a final resort. If a student is placed in a teacher's regular classroom for in-school suspension, the teacher shall be paid the internal sub rate for the period of time spent supervising an in-school suspension student.

L. Memorandum of Understanding on Part 226 Rules

The parties acknowledge that during the term of this Agreement they, severally, or jointly, may be subject to pursuing certain actions required by Part 226 of the Illinois Administrative Code. The parties agree that if so required by law, they will meet to seek to respond to such directives. This section shall not be subject to the Grievance Procedure herein.

ARTICLE IV

EVALUATION AND FILES

A. Evaluation (Formal)

1. Prior to the completion of any formal evaluation, the teacher shall be apprised of the instrument, if any, which is to be utilized as part of such evaluation. The teacher shall also be apprised of any criteria, which is atypical with respect to the evaluation of teachers.
2. Each formal evaluation shall include a classroom observation of reasonable length. The evaluator shall typically notify the teacher at least twenty-four (24) hours before the formal evaluation and shall make his/her presence known upon entering the classroom or teaching area. In the absence of a twenty-four (24) hour notice, such formal evaluation shall automatically be considered atypical; and the teacher shall automatically be granted, upon written request, a second evaluation. If the teacher feels that his/her performance is atypical during the observation, the teacher may request a second observation. Such written request, which shall include a description of the atypical factors, may be granted at the Administration's discretion. Except with respect to making the evaluator's presence known upon entering the classroom or teaching area, this Subsection shall not be applicable to any observation, which is part of a remedial plan, adopted following the passage of a notice of remedial warning with respect to the teacher affected thereby.
3. Within fifteen (15) teacher employment days following the formal observation(s), the evaluator shall meet with the teacher to review the conclusions of the evaluator. At such time the evaluator shall present his/her evaluation in writing. A copy of such evaluation shall be given to the teacher. Both the evaluator and the teacher shall date and sign all copies of the written evaluation. The signature of the teacher shall not necessarily indicate agreement with the written evaluation but rather shall indicate that the conference and discussion have been held and that the teacher is in receipt of the copy of the written evaluation. The parties acknowledge that an effective written evaluation would include a listing of the teacher's strengths and areas of concern, with supporting reasons for the comments made, and that where feasible it would also include recommendations to seek to assist the teacher to overcome any deficiencies noted therein.
4. If the teacher feels his/her written evaluation is incomplete, inaccurate or unjust, the teacher may put his/her objections in writing. Both the teacher and evaluator shall date and sign all copies of the written objection, but the signature of the evaluator shall not necessarily indicate agreement with the objection but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the original evaluation and shall likewise be made a part of the teacher's personnel file, provided such comments shall be filed within fifteen (15) teacher employment days of the date following the conference with the evaluator.
5. No observation, which shall be part of a formal evaluation process, shall be conducted without the knowledge of the teacher.
6. Where appropriate, formal teacher observation shall be preceded by a conference between the evaluator and the teacher to review the pertinent factors anticipated to be involved in the evaluation process.
7. Teachers in contractual continued service (tenured) shall be formally evaluated at least one (1) time in the course of every two (2) school years.
8. Non-tenured teachers shall be formally evaluated at least one (1) time in the course of every school term.

9. A teacher may be appointed as a consulting teacher if he/she has at least five (5) years of teaching experience and otherwise complies with the requirement of such an appointment. No teacher shall be required to serve as a consulting teacher if unwilling to do so. Consulting teachers shall be compensated by stipend and/or release time appropriate to the anticipated extent and nature of such consultation. The amount and nature of such compensation shall be as agreed between the Board, the Union and the consulting teacher.
10. By mutual agreement with the District tenured teachers may elect to participate in the Alternative Evaluation System described in the Evaluation Plan Document.

B. Personnel File

1. The Board shall maintain an official personnel file for each teacher. The location of such file shall be made known to all teachers.
2. A copy of all evaluation material affecting a teacher shall be placed in the teacher's personnel file, and the originator of such material shall be identified. The teacher may respond to any such material in writing and such response shall be made part of the teacher's personnel file, provided such comments shall be filed within fifteen (15) teacher employment days of the date when such was first made known to the teacher.
3. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Union may, at the teacher's request, accompany the teacher in this review. Such review shall be during normal office business hours (but not including the times when teachers have other instructional responsibilities) and in the presence of a designated employee of the Board. If at the time of the requested inspection personnel are not readily available to conduct such review with the teacher, the teacher may request that an appointment be made for such review as soon thereafter as shall be feasible.
4. No one shall remove any material from a personnel file without the expressed written consent of both the Board and the teacher, but a teacher shall have the right to copy any material in the file, or to have such copies mechanically made by the District office personnel at the usual and customary cost.
5. Confidential material, such as recommendations by colleges or universities, or evaluations or recommendations of a teacher by a previous employer, shall not be deemed to be a part of the teacher personnel file described in this Section.
6. The material in the teacher's personnel file shall not be made known to persons other than administrators or members of the Board of Education, or counsel for the Board of Education, or as required by law, except with the written consent of the teacher.
7. Except as provided in the Review of Personnel Records Act, a copy of any materials added to a teacher's personnel file shall also be provided to the teacher at the time of submission.

C. Recordation

The Board shall not record any Union meeting. The Board shall not record any teacher meeting, conference or classroom proceeding without the knowledge of the teacher. The foregoing shall not apply if the Board is in possession of a court order allowing such recordation or has reasonable belief that an unlawful act has or may be committed.

ARTICLE V

LEAVES

A. Sick Leave

Each teacher in their first ten (10) years of District service shall be entitled to a total of thirteen (13) sick leave days per school year without loss of pay. Each teacher in years eleven (11) through twenty (20) shall receive eighteen (18) sick leave days without loss of pay. Each teacher with twenty-one (21) years or more of service will receive twenty-two (22) sick days without loss of pay. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family (as defined in the School Code) or the serious illness or death of someone who is then and has been a member of the teacher's immediate household (but not a tenant or lessee thereof) for the preceding twelve (12) calendar months. Unused sick leave will accumulate without limit.

If a teacher has exhausted all sick leave, the teacher may borrow up to three (3) days per year of full-time employment to a maximum of fifteen (15). The following school year's allotment of sick leave shall be reduced by the number of days borrowed. If the teacher leaves the district before the following year, the teacher's final paycheck shall be reduced by the teacher's final daily rate of pay times the number of days borrowed.

B. Sick Leave Bank

The Board and the Union agree to establish a voluntary Sick Leave Bank for bargaining unit employees who elect to participate. The Bank will be administered by a Sick Leave Bank Review Committee, which will be comprised of the Superintendent of Schools and the Union President and/or other individuals as they appoint, not to exceed two Union Members and two Superintendent appointees. Participation on the Sick Leave Bank Review Committee is voluntary and without stipend.

1. Sick Leave in the Sick Leave Bank will be established as follows:

- a. Each employee who elects to participate shall donate one (1) sick leave day on or before September 15 of any given school year by filling out a form developed by the Sick Leave Bank Committee and submitting it to the Administrative Office. This donation makes them eligible to apply to utilize the Sick Leave Bank for the specific school year in which they donate the day.
- b. By October 1, the Administrative Office will provide the Union President with a list of employees who have elected to participate in the Bank.

2. To be eligible to draw on the Sick Leave Bank the following conditions must be met:

- a. The employee or a member of the employee's immediate family must have suffered a catastrophic type illness or injury (such as, advanced cancer, massive heart attack, or multiple severe injuries from an accident or fire) as determined by the Committee. The employee must submit a written request and the number of sick leave days needed from the Bank, and in cases where the request is based on an illness or injury to a member of the employee's immediate family, the circumstances which require the employee to care for the member of his/her immediate family. The Committee may also require additional information regarding the employee's illness or injury (ex. a report from the employee's physician confirming the employee's illness/injury of the employee's immediate family (ex. a physician's report confirming the illness/injury, and the prognosis which requires the employee to care for the individual and necessitates use of the Sick Leave Bank for the number of days requested by the employee.)

- b. The employee must have exhausted all accumulated and newly granted sick leave and personal leave.
- c. The employee must have been a participant in the sick leave bank by September 15 of that school term.
- d. The employee or other legal designee shall make written application to the Committee.
- e. The employee or other legal designee must satisfy any other requirements established by the Sick Leave Bank Committee.
- f. Usage and operation of the Sick Leave Bank shall be in full compliance with any applicable provisions of state and federal laws.
- g. Days used from the Sick Leave Bank may only be used for workdays during the regular school term.

C. Personal Leave

The Board shall grant two (2) days of leave which can be used for personal reasons. Except in the case of emergencies, written advance notice of intention to utilize personal leave shall be submitted at least two (2) school days prior to the date of proposed absence to the Superintendent or designee. An emergency application shall also set forth the nature of such emergency. Personal leave shall not be taken if a substitute is not available or during the first five (5) days and the last five (5) teacher employment days of the school term and the day immediately preceding or following a legal holiday, vacation or school recess except in the case of an emergency or for observance of a recognized religious holiday of the teacher's faith. Unused personal leave shall accumulate as sick leave.

D. Sabbatical Leave

If the Board shall grant sabbatical leave, such shall be in accordance with the School Code and such other regulations, as the Board shall prescribe.

E. Jury Duty Leave

The Board shall pay the regular salary to teachers called to serve as jurors. Such absence shall not be charged against any other leave of absence. The teachers so summoned shall reimburse the Board in the amount of any per diem compensation (exclusive of mileage allowances) received for such service. Teachers so summoned shall make every effort to meet their classes when their services are not required by the court and to have such service postponed until the summer recess.

F. Maternity/Child Rearing Leave of Absence

A teacher who has entered upon contractual continued service shall be eligible for maternity/child rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenure teacher, except in Section 10 which is applicable only to non-tenured teachers, and in Sections 11 and 12 which are applicable to all teachers).

1. The teacher shall advise the Superintendent or designee of her pregnancy no later than the third month of pregnancy or upon ascertainment of such condition, whichever shall be the latter. At such time she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery and an opinion that the teacher may safely continue in her employment and perform all her

regular teaching duties during her pregnancy. From time to time the Superintendent or designee may request the teacher to furnish subsequent statements from the doctor indicating her continued ability to perform her teaching duties. At the District's request and expense, the teacher may be required to have a physical examination by a physician of its choice.

2. Application for such leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.
3. The teacher and the Superintendent or designee shall agree upon a tentative plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences and one additional school year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leaves, which commence during the summer recess, shall begin not later than July 1.
4. Sick leave can be used during maternity/child rearing leave for recovery from child birth for the period prescribed by the employee's doctor. If the sick leave should extend over six weeks, the Board may at its expense direct the teacher to consult with or be examined by a qualified physician of the Board's selection.
5. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums, which may be due to the Business Office or pursuant to its direction.
6. Any teacher who has been employed ninety (90) or more days, or two (2) full quarters, of the school year prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as she would have had if the leave had not been granted. If the leave exceeds the year such leave commences, the second year shall not be considered for step advancement on the salary scale.
7. In all instances where a teacher is granted a maternity/child rearing leave of eight (8) months or more, as a condition thereof he/she shall advise the Superintendent in writing in accordance with ARTICLE VI. LEAVES, Section L. Notification of Intention to Return.
8. A teacher returning from maternity/child rearing leave shall submit evidence from a qualified physician that she is medically able to perform all of her teaching duties with her notice of intent to return. If such notice is not required by the preceding Paragraph, such evidence shall be submitted at least thirty (30) calendar days prior to the termination of the leave.
9. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed of the status of the proceedings, and as soon as known, the expected date of the delivery of the child. This Section shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received. Paragraph 8 of this Section shall not be applicable to this Paragraph.
10. A maternity/child rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board of Education, subject to all the conditions applicable to a tenure teacher, and 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 her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be

construed as requiring any non-tenured teacher to apply for such leave or accept the conditions established therefore.

11. Anything in this policy to the contrary notwithstanding, a teacher who has been granted a maternity/child rearing leave of absence shall not become eligible for a subsequent maternity/child rearing 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 of Education may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
12. Nothing in this policy shall be construed as requiring any teacher to apply for a maternity/child rearing leave. A teacher not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following the termination of such disability.
13. A male teacher who has entered upon contractual continued service shall be entitled to a child rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall arise upon the anticipated birth of a child, which the teacher has fathered or upon his planned adoption of a child.
14. The Board recognizes that unforeseen complications may necessitate a change in the tentative plan for commencement and/or termination of such leave. Each such instance shall be judged on its own merits, without establishing precedent, and the final decision for any change in the tentative plan shall be within the sole discretion of the Board. However, in the event of a miscarriage or stillbirth, the Board shall allow the teacher to withdraw her request for a maternity/child rearing leave of absence, or to terminate such leave already commenced, provided that on the date of receipt of such request, the Board has not contractualized employment with a replacement teacher. If such contract has been executed, the teacher shall be allowed to return to work by filling the first vacancy for which the teacher is fully certified and qualified.
15. The Union shall defend and hold the Board harmless for any action taken pursuant to this Section.
16. A Leave Policy Committee shall be formed to explore alternative options for the implementation of leaves of various kinds, and to consider the possibility of altering language of the Agreement with respect to leaves. The Committee shall consist of four (4) members, one-half of which shall be appointed by the Union President, and one-half of which shall be appointed by the Board. No alternative plan may be implemented without unanimous consent of the Leave Policy Committee.

G. Leave of Absence Without Pay

The Board may grant a leave of absence without pay to a teacher on contractual continued service for a period up to two (2) school years for any meritorious purpose. Such leave shall be in the sole discretion of the Board and the granting or withholding of any application for leave shall be non-presidential as regards any other application.

H. Report of Sick Leave

Each teacher shall in September receive a written notice indicating the number of accumulated leave days. Upon written request, each teacher shall receive written notice indicating the number of accumulated days in the sick leave individual retirement account, if any.

I. Bereavement Leave

In the event of the death of a member of the teacher's immediate family (as defined in the School Code), the teacher shall be entitled to up to three (3) days per year bereavement leave for each such death without deduction from accumulated sick leave. Such leave may also be utilized in the event of the death of a person who has been living in the teacher's household for the preceding twelve (12) months as described in Section A of this Article. Bereavement leave shall not be cumulative. With notification to the Superintendent as soon as feasible, the employee may use up to two (2) additional days where warranted by special geographic or unique factors provided such additional day(s) shall be deducted from accumulated sick leave. Bereavement leave shall not be accumulative.

J. Political Leave

The Board shall grant a leave of absence without pay of up to two (2) years to any teacher elected to state or national office, provided such leave shall terminate at the beginning of a school term.

K. Family and Medical Leave Act (FMLA)

Full-time employees are eligible for medical and/or family leave in accordance with provisions in the Family and Medical Leave Act (FMLA) of 1993 as amended or any successor provision. Such leave is unpaid unless accumulated sick leave or personal leave is available and requested to be used by the employee or directed to be used by the Superintendent or designee. The total FMLA leave cannot exceed twelve (12) weeks during any school year. A minimum of thirty (30) days written notice to the Superintendent is required if practical before an extended FMLA leave exceeding one week is to begin. This section shall not be subject to the Grievance procedure herein.

L. Prolonged Illness

The Board shall grant a leave of absence without pay of up to two (2) years in the event of a prolonged illness of a teacher on contractual continued service. Nothing herein shall preclude a determination by the Board that a teacher is permanently disabled as long as the teacher is given appropriate due process before such determination is final.

M. Leave of Absence - Units

Leaves of absence shall be computed in units of half days.

N. Notification of Intention to Return

As a condition of any leave of more than eight (8) calendar months in duration, the teacher shall agree to give written notification of intention to return to employment at the conclusion of such leave. Failure to give such notification at least one hundred eighty (180) calendar days prior to the school day on which the teacher is scheduled to return from such leave, but not more than two hundred ten (210) calendar days, shall be deemed a resignation by the teacher. The Board shall send a letter of reminder of this notification to any teacher on leave at most two hundred thirty (230) but not less than two hundred (200) calendar days prior to termination of such leave. Failure of the Board to do so shall release the teacher on leave from any notification deadline regarding such leave.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Purpose

The primary purpose of this procedure is to secure the lowest level equitable solution to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Board or Administration.

B. Definitions

1. A grievance is a claim by the Union and/or a teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
2. As used in this Article "days" shall mean teacher employment days, except during the summer recess when it shall mean days on which the Superintendent's office shall be open.

C. Procedure

The Parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communication. When requested by the teacher, a Union representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

1. Step One:

The teacher or the Union may present the grievance in writing to the supervisor immediately involved within fifteen (15) days from the date of the occurrence giving rise to the grievance. The supervisor shall provide a written answer to the grievance to the aggrieved teacher and the Union, including reasons for the decision, no later than ten (10) days following the meeting. The supervisor shall arrange for a meeting with the aggrieved teacher and/or a representative of the Union to take place within five (5) days of his/her receipt of the grievance.

2. Step Two:

If the grievance is not resolved at Step One, then the teacher or the Union may in writing refer the grievance to the Superintendent or designee (if the Superintendent is not the immediate supervisor) within five (5) days after receipt of the Step One answer, or if there is no response within twenty (20) days of the Step One meeting. The Superintendent shall arrange for a meeting with a representative of the Union to take place within five (5) days of the Superintendent's receipt of the appeal. Upon conclusion of the hearing, the Superintendent shall within seven (7) days provide a written decision with reasons to the Union and the teacher.

3. Step Three:

If the Union is not satisfied with the disposition of the grievance at Step Two, or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration. The arbitrator shall be selected from a panel or panels to be secured from the American Arbitration Association (AAA). If a demand for arbitration is not filed within thirty (30) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

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

D. Withdrawal

The failure of the grievant or the Union to proceed to the next step within the stipulated time limits shall mean that the grievance has been withdrawn. The withdrawal of a grievance shall be without precedent and if withdrawn, the grievance shall be treated as though never having been filed.

ARTICLE VII

COMPENSATION AND FRINGE BENEFITS

A. Payroll Procedure

Each teacher shall receive a pro rata portion of his/her annual salary on the 10th and 25th of each calendar month commencing with the second Friday in September. If such date shall be a school holiday, the salary shall be paid on the preceding teacher employment day. Teachers with extended service assignments shall be paid on the next payday following completion of the assignment.

B. Term Life Insurance

The Board shall provide each teacher with a term life insurance policy in an amount equal to the teacher's salary (rounded to the nearest thousand) but in no event more than thirty-five thousand dollars (\$35,000). Each teacher may elect to purchase additional life insurance coverage at the group rate provided the insurance carrier approves of such action.

C. Dental Insurance

The Board at its expense shall provide each teacher with coverage under a group dental insurance policy, which shall be maintained at a rate of two hundred dollars (\$200) deductible each school year.

D. Health/Medical Insurance

The Board shall at its expense provide each teacher with coverage under a health/medical insurance policy. Dental and health/medical insurance will be maintained at a two hundred dollars (\$200) deductible for each school year. There shall be no change in the coverage of such policies without the consent of the Union.

Participants in the Board's Health/Medical Insurance Plan shall conform to the cost care provisions of the Pre-Surgical Review Procedure and the Pre-Hospital Review Procedure for the thirteen (13) procedures requiring a second opinion. The cost care provisions are described in Appendix E.

To the extent authorized by law and as expressly authorized by the insurance carrier, teachers who are on leave of absence may continue coverage under this Section and Sections B and C above at their own expense by making timely advance payments of all premiums to the District. Teachers who retire may continue coverage pursuant to Board policy.

E. Tuition Reimbursement

The Board shall reimburse the teacher up to one hundred and eighty-eight dollars (\$188) per credit hour in 2008-2009, two hundred and one (\$201) dollars per credit hour in 2009-2010, two hundred and twelve dollars (\$212) per credit hour in 2010-2011, two hundred and twenty-three dollars (\$223) per credit hour in 2011-2012, and two hundred and thirty-four dollars (\$234) per credit hour in 2012-2013 for courses successfully completed by the teacher, provided such courses have been pre-approved by the Superintendent. Such courses shall be in fully accredited institutions of higher learning. Reimbursement shall be made within thirty (30) calendar days of presentation to the Superintendent evidence of completion of the coursework.

Such reimbursement shall be limited to twenty-four (24) credit hours during any single school year. This Section shall not be applicable to any teacher who has given notice of an intention to terminate employment in the District or to any teacher who has not returned to employment in the District.

F. Reimbursement of Expenses

If the Board shall direct a teacher to attend a professional meeting, workshop and/or athletic clinic or tournament, or if the teacher requests to attend and is approved by the Board, the Board shall pay for the workshop, meeting, or athletic clinic or tournament in advance and reimburse the teacher for expenses in connection with subject attendance, provided nothing herein shall preclude a teacher from voluntarily agreeing to accept less than full reimbursement in connection with attendance at any such meeting. If such meetings are during the regular teacher workday, the teacher shall suffer no loss of pay. Upon request of the teacher, the Board shall compensate the teacher for any registration or enrollment fees prior to the event.

G. Internal Substitutes Pay

If a teacher is required to give up his/her preparation period to assume responsibility for another teacher's class, he/she shall be reimbursed at the rate of thirty-three dollars and seven cents (\$33.07) per clock hour during the 2008-2009 school year, thirty-five dollars and thirty cents (\$35.30) per clock hour during the 2009-2010 school year, thirty-seven dollars and twenty-eight cents per clock hour during the 2010-2011 school year, thirty-nine dollars and fourteen cents (\$39.14) during the 2011-2012 school year, and forty-one dollars and nine cents (\$41.09) per clock hour during the 2012-2013 school year.

H. Board Payment of Teacher Retirement

From all monies earned, the Board shall remit for each teacher nine point four percent (9.4%) to the Downstate Teachers' Retirement System to be applied for the retirement account of such teacher. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code.

The balance of the amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board pursuant to the teacher's request. Such withholding shall include any and all additional amounts required to be paid to the Downstate Teachers' Retirement System for the account of such teacher.

The Union and each teacher shall indemnify and hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the Downstate Teachers' Retirement System pursuant to the provisions of this Section.

No claim, demand action or suit which shall assert liability of the Board and/or the Union shall be settled or compromised in any manner without the express written consent of both parties.

I. Progress on Salary Schedule

Progress on the basic salary schedule shall be based on teaching experience and educational credits earned in the manner herein provided.

Vertical movement on the salary schedule shall be limited to one (1) step per year. A teacher who has been employed ninety (90) or more days, or two (2) full quarters, during a school year shall be entitled to advancement on the salary schedule the following year.

All courses to be used for horizontal movement on the salary schedule must be pre-approved by the Superintendent. Such courses shall be in fully accredited institutions of higher learning.

Horizontal movement on the salary schedule shall take place on the first payday in September or on the first payday in February, provided the teacher has submitted evidence of successful completion to the Superintendent at least ten (10) days prior thereto.

J. Extended Services Compensation

1. Compensation for extended services shall be pro-rated based upon the number of years of in District experience that person has in that particular extended service.
2. An additional coach shall be employed for Wrestling when student numbers in that sport reach twenty (20) or more. Three coaches will be employed for Track, unless numbers reach seventy-five (75) or more students, at which time a fourth (4th) coach will be added.
3. A minimum of one coach/sponsor will be hired for each team or activity that is offered by the Board.
4. Teachers may propose additional clubs to the Superintendent or his/her designee for approval. Pay for any new clubs approved by the Board or his/her designee will be negotiated with the Union President.
5. Extended Services shall be compensated as set forth in Appendix B.

K. Compensation

The salary schedules for the 2008-09, 2009-10, 2010-11, 2011-12 and 2012-13 school years are set forth in Appendix A of this Agreement.

L. Personal Injury and Liability Insurance

In case of any accident or injury to a teacher which shall have occurred in the course of and arising out of employment, and while the teacher was acting pursuant to Board policy, the Board shall continue the teacher's salary (but not including any extra-curricular or other stipends) in full. At such date as the teacher shall begin to receive Worker's Compensation payments, the Board shall reduce its salary payments to the teacher in the amount thereof. All such payments shall be without reduction of accumulated sick leave of the teacher. This Paragraph shall cease to be effective at the end of the school year during which the injury occurred or on such date as the teacher would otherwise qualify for disability payments of any type under the Illinois Teachers' Retirement System, whichever shall first occur.

M. Miscellaneous Deductions

The Board shall provide the teachers with the opportunity to participate in the following payroll deductions:

1. Tax-Deferred Annuity Plans - three companies only, (current policy)
2. Credit Union Savings Plan - North Lakes Credit Union
3. U.S. Savings Bonds

N. Perfect Attendance

A teacher who does not use a sick or personal leave day during the school year shall receive five hundred and eighteen dollars (\$518) in 2008-2009, five hundred and fifty-three dollars (\$553) in 2009-2010, five hundred and eighty-four dollars (\$584) in 2010-2011, six hundred and thirteen dollars (\$613) in 2011-2012, and six hundred and forty-four dollars (\$644) in 2012-2013.

O. Service Recognition

Teachers retiring with at least five (5) years of full-time service to the District will receive twenty-five dollars (\$25.00) for each unused sick day that is not used for Illinois Teacher Retirement System service credit, up to a maximum allowance of one-hundred and eighty (180) days. Payment will be post-retirement, non-creditable earnings to be paid within sixty (60) days of the employee's effective retirement date.

P. Early Retirement Option (ERO)- Statutory Plan

1. A teacher may elect to participate in the early retirement plan of the District if the teacher:
 - (a) is at least fifty-five (55) years of age and not older than fifty-nine (59) years of age at the time of retirement;
 - (b) gives written notice to the Superintendent by February 1 of the year of retirement; and
 - (c) is otherwise eligible to participate in the state's early retirement plan (ERO); and
 - (d) has been in service to District 38 for at least ten (10) out of twelve (12) successive school years. The Board may waive this requirement.
2. The Board shall make its required contribution to the state and pay the teacher's one-time required contribution.
3. The District reserves the right to establish a maximum number of people who shall be approved for this plan each year. However, a minimum of two (2) teachers shall be allowed to participate each year. If more than two (2) teachers apply for participation in the plan in any given year, seniority shall be the determining factor in selecting the teachers.
4. The Board shall also make an annual contribution for a five (5) year period on behalf of each teacher enrolled in the Teacher Retirement System's health insurance plan up to the amounts listed below:

Age	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
55	\$1229	\$1312	\$1385	\$1454	\$1527
56	\$1142	\$1219	\$1287	\$1351	\$1419
57	\$1053	\$1125	\$1188	\$1247	\$1309
58	\$964	\$1029	\$1087	\$1141	\$1198
59	\$876	\$935	\$988	\$1037	\$1088

5. This section (P) shall remain in effect as long as the state's Early Retirement Option (ERO) remains in effect, provided sub-paragraph 6, *infra*, shall remain in effect during the life of this Agreement.

6. Nothing contained herein shall limit the right of the Board to offer additional retirement incentives to individual teachers. The Union shall consider any such additional incentives offered by the Board as non-precedential with respect individual teachers and future contractual agreements between the Board and the Union. Nothing in this Agreement shall preclude an agreement between a teacher and the Board to adjust the teacher's salary during the final four (4) years of employment in the District, provided that at the time of such agreement the Union is so notified.

Q. HMO Coverage

The Board shall make available to members of the bargaining unit a reasonable and appropriate HMO alternative to the present hospital and medical plan. For each teacher selecting an HMO option, the Board shall pay to the HMO the amount as determined by the current carrier that would represent that teacher's cost in the regular plan.

R. Longevity Allowances

Each teacher who was at the end of his/her respective compensation column during the previous school year, and who remains in the same lane and who shall receive no vertical increment during the current school year, shall receive an increase in salary equal to four percent (4%) above the salary paid to that teacher for the previous school year.

Each teacher who was at the end of his/her respective compensation column during the previous school year, and who moves to a higher lane horizontally but shall not receive a vertical increment during the current school year, shall receive an increase in salary equal to four percent (4%) above the salary paid to that teacher for the previous school year, plus a salary adjustment equal to the difference in salary between the final step of the compensation column which the teacher is exiting and the salary cell immediately to the right of that cell in the adjacent compensation column on the salary schedule in effect that year.

S. Flexible Spending Accounts

1. The Board agrees to provide to all employees within the unit, a Flexible Spending Account (FSA), a flexible, cafeteria-style fringe benefits program as provided in Section 125 of the Internal Revenue Code.
2. The purpose of FSA shall be to: provide the framework for adding new benefits at minimal cost to the Board; offer flexibility to employees in the selection of fringe benefits that will permit each employee to tailor benefits to his/her individual needs; and to reduce taxes, thereby increasing spendable income.
3. The plan shall continue for at least the duration of the Agreement.
4. FSA shall be funded by the Board.
5. Notwithstanding any language contained elsewhere in the Agreement, the Board shall contribute to each teacher's compensation a dollar amount equal to five thousand four hundred and thirty-two dollars (\$5,432) on an annualized basis in addition to any other compensation. This compensation shall be paid in lieu of the Board paying the single premiums for the above types of insurance or for the Health Maintenance Organization.

T. New Hires

In placing new teachers on the salary schedule, no new teacher shall be placed at a step that exceeds that of a current teacher with like or greater teaching experience. Immediately prior to hiring a teacher, the Board shall furnish the Union President or designee with the teacher's degree level, prior teaching experience and placement on the salary schedule.

U. Retirement Severance Payments

A teacher who will be age 55 or older, with at least ten (10) years of service to the District upon effective retirement date, upon submission of an irrevocable letter of resignation and retirement which is effective at the end of a school year, provided he or she will not cause the District ERO penalties as provided for in Article VIII Section P shall receive from the District retirement severance payments as listed below. Notice must be submitted by February 1 of the school year five years prior to the effective date of retirement and shall include written acknowledgement by the teacher to abide by the terms of these eligibility conditions upon penalty of forfeiture and return of all lump sum severance payments paid under this provision. The Notice shall include or have attached a Promissory Note to effectuate the return of all lump sum severance payments paid under this provision if any of the eligibility conditions are violated. The Board shall approve the request and notify the teacher within thirty (30) days of the receipt of the notice of intention to retire provided that all conditions of this Section are met.

The lump sum severance payments shall be as follows:

- a. In a single payment no later than May 30th of the fifth year prior to retirement, the eligible teacher shall receive a lump sum severance payment equal to ten percent (10%) of the teacher's contractual school year salary schedule amount.
- b. In a single payment no later than May 30th of the fourth year prior to retirement, the eligible teacher shall receive a lump sum severance payment equal to one and one-half (1 1/2) of the first.
- c. In a single payment no later than May 30th of the third year prior to retirement, the eligible teacher shall receive a lump sum severance payment equal to two (2) of the first.
- d. In a single payment no later than May 30th of the second year prior to retirement, the eligible teacher shall receive a lump sum severance payment equal to two and one-quarter (2 1/4) of the first.
- e. In a single payment no later than May 30th of the final year prior to retirement, the eligible teacher shall receive a lump sum severance payment equal to two and one-half (2 1/2) of the first.

These payments shall be TRS creditable in addition to and separate from the teacher's contractual earned salary for teaching or performing other work for the District.

In a given year at its sole discretion, the Board may limit the number of eligible teachers entitled to the above benefits to not less than two (2) teachers. In such case, seniority in the District shall determine who receives the benefit. Anyone denied the benefit in a given year under this paragraph shall be entitled to the benefit the following year; in such case, that employee's participation shall be in addition to the two (2) teacher limit during the following year.

The Union, a teacher, and the District shall be allowed to agree on an alternative arrangement on a case by case basis, provided such alternative arrangement is acceptable to all three parties.

Should proper administration of the above Retirement Severance language cause a District penalty for exceeding a 6% increase in any of an employee's final four years, the entire provision will sunset immediately and be renegotiated.

Example

Year 6/Starting Salary =	\$70,000
+ 10% Year 5 Total =	\$70,000 salary plus \$7,000 lump sum severance
+1 1/2 X 7,000 Year 4 Total =	\$70,000 salary plus \$10,500 lump sum severance
+2 X 7,000 Year 3 Total =	\$70,000 salary plus \$14,000 lump sum severance
+2 1/4 X 7,000 Year 2 Total =	\$70,000 salary plus \$15,750 lump sum severance
+2 1/2 X 7,000 Final Year Total=	\$70,000 salary plus \$17,500 lump sum severance

ARTICLE VIII

DURATION AND RELATED CLAUSES

A. Duration

This Agreement shall be effective at 12:01 a.m. on August 16, 2008, and shall continue in effect through August 15, 2013.

B. Date to Start Negotiations

The parties agree to enter into negotiations for a Successor Agreement not later than March 1 of the year in which this Agreement expires.

C. Time of Negotiations

The time for negotiations shall be established by mutual agreement between the parties.

D. Technical Clauses

1. **Separability**

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause shall be deleted from this Agreement. The remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or Clause.

2. **Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

3. **Waiver of Additional Bargaining**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the parties agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

E. Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and of the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board, provided such right shall not be exercised as to violate any of the specific provisions of this Agreement.

F. No Strike

During the term of this Agreement and any mutually agreed extension thereof, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union, shall engage in, authorize or instigate a strike.

G. Typing and Printing of the Agreement

The Union shall assume all responsibility and cost related to the typing and printing of the Agreement for execution by the parties. Upon execution of the Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for both parties. The Board shall reimburse the Union for the cost of such printing, provided the Agreement is printed in a similar format to that of the 1986-89 Agreement.

IN WITNESS WHEREOF:

For the Big Hollow Federation Council of the
Lake County Federation of Teachers, Local 504,
IFT-AFT/AFL-CIO

For the Board of Education of School District No. 38
Lake County, Illinois,

President

President

Date

Date

APPENDIX A

2008-2009 SALARY SCHEDULE WITHOUT FLEX MONEY

	BA	BA+15	MA	MA+15	MA+30	Doc.
1	\$30,478	\$33,955	\$36,528	\$37,616	\$38,604	\$41,274
2	\$31,267	\$34,480	\$36,826	\$37,945	\$39,402	\$42,454
3	\$33,066	\$35,808	\$38,238	\$39,394	\$40,966	\$44,309
4	\$34,958	\$37,185	\$39,707	\$40,898	\$42,532	\$46,003
5	\$36,420	\$38,618	\$41,098	\$42,520	\$44,094	\$47,418
6	\$37,827	\$40,113	\$42,427	\$43,830	\$45,657	\$49,573
7	\$39,215	\$41,660	\$43,778	\$45,189	\$47,222	\$51,568
8	\$40,715	\$43,126	\$45,181	\$46,579	\$48,785	\$53,479
9	\$42,169	\$44,393	\$46,624	\$47,968	\$50,351	\$55,512
10	\$43,633	\$45,699	\$48,102	\$49,363	\$51,916	\$57,456
11	\$45,055	\$47,041	\$49,749	\$50,794	\$53,480	\$59,299
12	\$46,469	\$48,419	\$51,093	\$52,264	\$55,042	\$61,031
13	\$47,934	\$49,844	\$52,505	\$53,784	\$56,604	\$62,644
14	\$49,350	\$51,307	\$53,946	\$55,343	\$58,171	\$64,256
15	\$50,804	\$52,812	\$55,432	\$56,945	\$59,735	\$65,733
16	\$52,300	\$54,353	\$56,929	\$58,600	\$61,298	\$67,067
17	\$53,893	\$55,945	\$58,479	\$60,247	\$62,862	\$68,385
18	\$56,306	\$57,580	\$60,072	\$61,939	\$64,425	\$69,682
19		\$59,181	\$61,799	\$63,656	\$65,990	\$70,964
20			\$63,410	\$65,426	\$67,551	\$71,944
21			\$65,397	\$67,299	\$69,118	\$72,901

All prior year teachers shall advance one (1) vertical step each year until reaching the end of their respective compensation column. Access below Step 10 on the BA and BA+8 compensation columns and below Step 12 on the BA+15 compensation column shall be available only to teachers hired prior to the 2001-02 school year.

2009-2010 SALARY SCHEDULE WITHOUT FLEX MONEY

	BA	BA+15	MA	MA+15	MA+30	Doc.
1	\$31,557	\$35,157	\$37,821	\$38,948	\$39,971	\$42,735
2	\$32,374	\$35,700	\$38,130	\$39,289	\$40,797	\$43,957
3	\$34,237	\$37,075	\$39,592	\$40,789	\$42,417	\$45,878
4	\$36,195	\$38,501	\$41,112	\$42,345	\$44,038	\$47,632
5	\$37,709	\$39,985	\$42,553	\$44,025	\$45,655	\$49,096
6	\$39,166	\$41,533	\$43,929	\$45,382	\$47,274	\$51,328
7	\$40,603	\$43,135	\$45,328	\$46,788	\$48,894	\$53,393
8	\$42,156	\$44,652	\$46,781	\$48,228	\$50,512	\$55,372
9	\$43,661	\$45,964	\$48,274	\$49,667	\$52,134	\$57,477
10	\$45,177	\$47,317	\$49,805	\$51,110	\$53,754	\$59,490
11	\$46,649	\$48,707	\$51,510	\$52,592	\$55,374	\$61,399
12	\$48,114	\$50,133	\$52,902	\$54,115	\$56,991	\$63,192
13	\$49,631	\$51,609	\$54,363	\$55,688	\$58,608	\$64,862
14	\$51,097	\$53,124	\$55,856	\$57,302	\$60,231	\$66,531
15	\$52,603	\$54,682	\$57,394	\$58,961	\$61,850	\$68,060
16	\$54,151	\$56,277	\$58,945	\$60,675	\$63,468	\$69,442
17	\$55,801	\$57,926	\$60,549	\$62,379	\$65,088	\$70,805
18	\$58,299	\$59,618	\$62,199	\$64,132	\$66,706	\$72,149
19		\$61,276	\$63,987	\$65,910	\$68,326	\$73,476
20			\$65,655	\$67,742	\$69,942	\$74,490
21			\$67,712	\$69,681	\$71,565	\$75,482

All prior year teachers shall advance one (1) vertical step each year until reaching the end of their respective compensation column. Access below Step 10 on the BA and BA+8 compensation columns and below Step 12 on the BA+15 compensation column shall be available only to teachers hired prior to the 2001-02 school year.

2010-2011 SALARY SCHEDULE WITHOUT FLEX MONEY

	BA	BA+15	MA	MA+15	MA+30	Doc.
1	\$32,321	\$36,008	\$38,737	\$39,890	\$40,938	\$43,770
2	\$33,158	\$36,564	\$39,053	\$40,240	\$41,785	\$45,021
3	\$35,066	\$37,973	\$40,551	\$41,776	\$43,443	\$46,988
4	\$37,071	\$39,433	\$42,108	\$43,371	\$45,104	\$48,785
5	\$38,622	\$40,953	\$43,583	\$45,091	\$46,761	\$50,285
6	\$40,114	\$42,539	\$44,993	\$46,481	\$48,418	\$52,571
7	\$41,586	\$44,180	\$46,426	\$47,921	\$50,078	\$54,686
8	\$43,177	\$45,733	\$47,913	\$49,396	\$51,735	\$56,713
9	\$44,718	\$47,077	\$49,443	\$50,869	\$53,396	\$58,869
10	\$46,271	\$48,462	\$51,011	\$52,348	\$55,056	\$60,930
11	\$47,779	\$49,886	\$52,757	\$53,865	\$56,714	\$62,885
12	\$49,279	\$51,347	\$54,183	\$55,425	\$58,371	\$64,722
13	\$50,833	\$52,858	\$55,679	\$57,036	\$60,027	\$66,432
14	\$52,334	\$54,410	\$57,208	\$58,689	\$61,689	\$68,141
15	\$53,876	\$56,006	\$58,784	\$60,388	\$63,347	\$69,707
16	\$55,462	\$57,640	\$60,372	\$62,144	\$65,005	\$71,123
17	\$57,152	\$59,328	\$62,015	\$63,890	\$66,663	\$72,520
18	\$59,711	\$61,062	\$63,704	\$65,685	\$68,321	\$73,896
19		\$62,760	\$65,536	\$67,505	\$69,980	\$75,255
20			\$67,244	\$69,382	\$71,636	\$76,294
21			\$69,351	\$71,368	\$73,298	\$77,309

All prior year teachers shall advance one (1) vertical step each year until reaching the end of their respective compensation column. Access below Step 10 on the BA and BA+8 compensation columns and below Step 12 on the BA+15 compensation column shall be available only to teachers hired prior to the 2001-02 school year.

2011-2012 SALARY SCHEDULE WITHOUT FLEX MONEY

	BA	BA+15	MA	MA+15	MA+30	Doc.
1	\$32,928	\$36,685	\$39,465	\$40,640	\$41,708	\$44,592
2	\$33,781	\$37,252	\$39,787	\$40,996	\$42,570	\$45,867
3	\$35,725	\$38,687	\$41,313	\$42,561	\$44,260	\$47,872
4	\$37,768	\$40,174	\$42,899	\$44,186	\$45,952	\$49,702
5	\$39,348	\$41,723	\$44,403	\$45,939	\$47,640	\$51,230
6	\$40,868	\$43,338	\$45,839	\$47,354	\$49,328	\$53,559
7	\$42,368	\$45,010	\$47,298	\$48,822	\$51,019	\$55,714
8	\$43,988	\$46,593	\$48,814	\$50,324	\$52,708	\$57,779
9	\$45,559	\$47,962	\$50,372	\$51,825	\$54,400	\$59,976
10	\$47,141	\$49,373	\$51,970	\$53,332	\$56,091	\$62,076
11	\$48,677	\$50,824	\$53,749	\$54,878	\$57,780	\$64,067
12	\$50,205	\$52,313	\$55,201	\$56,467	\$59,468	\$65,939
13	\$51,788	\$53,852	\$56,726	\$58,108	\$61,155	\$67,681
14	\$53,317	\$55,433	\$58,283	\$59,792	\$62,848	\$69,423
15	\$54,889	\$57,058	\$59,889	\$61,524	\$64,538	\$71,018
16	\$56,505	\$58,723	\$61,507	\$63,312	\$66,227	\$72,460
17	\$58,226	\$60,444	\$63,181	\$65,091	\$67,917	\$73,883
18	\$60,833	\$62,210	\$64,902	\$66,920	\$69,605	\$75,285
19		\$63,940	\$66,768	\$68,774	\$71,296	\$76,670
20			\$68,508	\$70,686	\$72,982	\$77,728
21			\$70,655	\$72,710	\$74,676	\$78,763

All prior year teachers shall advance one (1) vertical step each year until reaching the end of their respective compensation column. Access below Step 10 on the BA and BA+8 compensation columns and below Step 12 on the BA+15 compensation column shall be available only to teachers hired prior to the 2001-02 school year.

2012-2013 SALARY SCHEDULE WITHOUT FLEX MONEY

	BA	BA+15	MA	MA+15	MA+30	Doc.
1	\$33,613	\$37,448	\$40,286	\$41,486	\$42,576	\$45,520
2	\$34,484	\$38,027	\$40,615	\$41,849	\$43,456	\$46,821
3	\$36,468	\$39,491	\$42,172	\$43,447	\$45,181	\$48,868
4	\$38,554	\$41,010	\$43,792	\$45,105	\$46,908	\$50,736
5	\$40,167	\$42,591	\$45,326	\$46,894	\$48,631	\$52,296
6	\$41,718	\$44,240	\$46,792	\$48,339	\$50,354	\$54,673
7	\$43,250	\$45,946	\$48,282	\$49,837	\$52,080	\$56,873
8	\$44,903	\$47,562	\$49,829	\$51,371	\$53,804	\$58,981
9	\$46,507	\$48,959	\$51,420	\$52,903	\$55,531	\$61,223
10	\$48,122	\$50,400	\$53,051	\$54,441	\$57,257	\$63,367
11	\$49,690	\$51,881	\$54,867	\$56,020	\$58,982	\$65,400
12	\$51,249	\$53,401	\$56,350	\$57,641	\$60,705	\$67,310
13	\$52,865	\$54,972	\$57,906	\$59,317	\$62,427	\$69,089
14	\$54,426	\$56,586	\$59,496	\$61,036	\$64,156	\$70,866
15	\$56,031	\$58,245	\$61,135	\$62,803	\$65,881	\$72,495
16	\$57,680	\$59,945	\$62,786	\$64,629	\$67,604	\$73,967
17	\$59,437	\$61,701	\$64,495	\$66,445	\$69,329	\$75,420
18	\$62,098	\$63,504	\$66,252	\$68,312	\$71,053	\$76,851
19		\$65,270	\$68,157	\$70,205	\$72,779	\$78,264
20			\$69,933	\$72,157	\$74,501	\$79,345
21			\$72,125	\$74,222	\$76,229	\$80,401

All prior year teachers shall advance one (1) vertical step each year until reaching the end of their respective compensation column. Access below Step 10 on the BA and BA+8 compensation columns and below Step 12 on the BA+15 compensation column shall be available only to teachers hired prior to the 2001-02 school year.

APPENDIX B

Extra Duty Compensation

2008-2009

Categories

<p>A1 Athletic Director</p> <p>A2 Boys Basketball Girls Volleyball Girls Basketball Band Chorus Cheerleading Wrestling</p> <p>B Science Club Student Council National Jr. Honor Society Yearbook</p>	<p>C Track</p>
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Pay

	Level 1	Level 2	Level 3
Category	0-5	6-9	10+
	Years	Years	Years
A1	\$2,540	\$3,305	\$4,064
A2	\$2,075	\$2,738	\$3,400
B	\$1,450	\$1,885	\$2,320
C	\$1,062	\$1,381	\$1,699

Special Education	
Coordinator 1	\$3,174
Sub Coordinator	\$2,000
Recertification	
Specialist(2)	\$300
Spelling Bee	\$300
Springfield	
Chaperone	\$153
Athletic	\$28/per
Statistician	game

2009-2010

Categories

A1
Athletic Director

C
Track

A2
Boys Basketball
Girls Volleyball
Girls Basketball
Band
Chorus
Cheerleading

B
Science Club
Student Council
National Jr. Honor Society
Yearbook
Spirit Club
Newspaper

Pay

	Level 1	Level 2	Level 3	Level 4
	0-5	6-9	10-14	15+
Category	Years	Years	Years	Years
A1	\$2,711	\$3,528	\$4,338	\$5,152
A2	\$2,215	\$2,923	\$3,630	\$4,209
B	\$1,548	\$2,012	\$2,477	\$2,941
C	\$1,134	\$1,474	\$1,814	\$2,154

Special Education Coordinator	\$3,388
Sub Coordinator	\$2,135
Recertification Specialist (2)	\$320
Spelling Bee	\$320
Springfield Chaperone	\$163
Athletic Statistician	\$29/per game
Wrestling Coach	\$3,400

2010-2011

Categories

A1
Athletic Director

C
Track

A2
Wrestling
Boys Basketball
Girls Volleyball
Girls Basketball
Band
Chorus
Cheerleading

B
Science Club
Student Council
National Jr. Honor Society
Yearbook
Spirit Club
Newspaper

Pay

	Level 1	Level 2	Level 3	Level 4
	0-5	6-9	10-14	15+
Category	Years	Years	Years	Years
A1	\$2,863	\$3,725	\$4,581	\$5,440
A2	\$2,339	\$3,086	\$3,833	\$4,444
B	\$1,635	\$2,125	\$2,615	\$3,106
C	\$1,197	\$1,556	\$1,915	\$2,275

Special Education Coordinator	\$3,578
Sub Coordinator	\$2,255
Spelling Bee	\$338
Recertification Specialist (2)	\$338
Springfield Chaperone	\$172
Athletic Statistician	\$30/per game

2011-2012

Categories

A1
Athletic Director
Wrestling
Boys Basketball
Girls Volleyball
Girls Basketball
Band
Chorus
Cheerleading

C
Track

B
Science Club
Student Council
National Jr. Honor Society
Yearbook
Spirit Club
Newspaper

Pay

	Level 1	Level 2	Level 3	Level 4
	0-5	6-9	10-14	15+
Category	Years	Years	Years	Years
A1	3,006	3,911	4,810	5,712
A2	2,456	3,241	4,024	4,667
B	1,716	2,231	2,746	3,261
C	1,257	1,634	2,011	2,388

Special Education Coordinator \$3,757
Sub Coordinator \$2,367
Recertification Specialist (2) \$355
Spelling Bee \$355
Springfield Chaperone \$181

Athletic Statistician \$31/per game

2012-2013

Categories

See 2011-2012

Pay

	Level 1	Level 2	Level 3	Level 4
	0-5	6-9	10-14	15+
Category	Years	Years	Years	Years
A1	\$3,157	\$4,107	\$5,051	\$5,998
A2	\$2,579	\$3,403	\$4,226	\$4,900
B	\$1,802	\$2,343	\$2,883	\$3,424
C	\$1,320	\$1,716	\$2,112	\$2,508
Special Education Coordinator				\$3,945
Sub Coordinator				\$2,486
Recertification Specialist (2)				\$373
Spelling Bee				\$373
Springfield Coordinator				\$190
Athletic				\$32/per
Statistician				game

APPENDIX C

PRE-HOSPITAL REVIEW PROCEDURES

Elective Admission

1. Sign the top part of the "Request for Pre-Admission Review" form.
2. Give the form to your doctor to be completed and signed.
3. Ask your doctor to mail the Review form to Cost Care. This form must be submitted and authorized before you go to the hospital.
4. Or, your doctor may telephone Cost Care on its toll-free number to provide the necessary information and obtain the authorization.

Urgent Admission

Have your doctor call Cost Care and provide the admitting diagnosis and requested length of stay.

Emergency Admission

Have your doctor, hospital or relative call Cost Care within 48 hours (72 hours on holiday weekends).

Maternity

Sign the top part of the "Request for Pre-Admission Review" form. Have your doctor complete and sign the "Request for Pre- Admission Review" form and mail it to Cost Care as soon as possible.

PRE-SURGICAL BENEFIT REVIEW PROCEDURES

1. Have your physician complete the "Clinical Summary" form and return it promptly to Cost Care.
2. Cost Care will send you a letter with the names, addresses and phone numbers of three Board Certified physicians. You will need to schedule an appointment for a second opinion with one of the three.
3. Cost Care will notify you whether the need for surgery was confirmed by the second opinion. If so, your physician may schedule the surgery.

If the need for surgery was NOT confirmed, you may choose to:

1. proceed with the surgery and accept the lower plan benefits for the unconfirmed surgery, OR
2. discuss alternative treatment plans with your physician, OR
3. request a third opinion by selecting another of the Board Certified Specialists furnished by Cost Care (at no cost to you).

If the need for surgery was NOT confirmed by the third opinion, the teacher may proceed with the surgery without any reduction in benefits.

PROCEDURES REQUIRING A SECOND OPINION

1. Tonsillectomy, and/or adenoidectomy (removal of tonsils or adenoids), tympanotomy (incision of eardrum), myringotomy
2. Hysterectomy (removal of uterus)
- *3. Herniorrhaphy (repair of hernia)
4. Cholecystectomy (removal of gall bladder)
- *5. Hemorrhoidectomy (removal of hemorrhoids)
6. Prostatectomy (removal of prostate)
- *7. Joint surgery (knee, hip, shoulder or elbow)
8. Any spinal or disk surgery (any surgery involving the spine or parts of the spine)
- *9. Varicose vein surgery
10. Cataract surgery
11. Deviated septum (non-cosmetic) (nose surgery for functional improvement)
- *12. Bunionectomy (removal of bunions)
13. Coronary artery bypass

A second opinion will not be required for any of the above procedures if, in the opinion of the patient's physician, the operation is a life-threatening emergency.

*These procedures can be performed in the outpatient setting.

LETTER OF UNDERSTANDING

The Board of Education and the Union agree that, commencing with the 1996-97 school year, there shall be no restriction on access to Lane V (MA+15) of the salary schedule in that year or subsequent years.

For the Board: _____

Date: _____

For the Union: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE BIG HOLLOW FEDERATION OF TEACHERS
LOCAL 504, IFT/AFT**

and

**THE BOARD OF EDUCATION
SCHOOL DISTRICT 38**

Parental Leave Clarification

The Big Hollow Federation of Teachers and the Board of Education, School District 38, agree to clarify the type of parental leaves available to teachers. The purpose of this clarification is to define the various types of leaves applicable and when the use of accumulated sick and personal days will apply to any such leave.

Leave Type	When used	Comments
Sick Leave	To be used during any period of disability related to pregnancy or delivery. (Examples: The six week recovery period after the birth of a child, or the eight week recovery period after a caesarean birth, or the two weeks of doctor prescribed bed rest before the birth along with the 6 weeks recovery period after the birth)	The period of disability will be determined by the teacher's physician and provided in writing to the District. Accumulated sick and personal days can be used for this type of leave.
FMLA	A leave of 12 weeks in a 12 month period is available to qualifying individuals in relationship to the birth or adoption of a child. (Example: Twelve week leave commences on the day of the birth, sick leave days are used for the first six weeks during the recovery/disability period, final six weeks without sick leave (pay) or benefits)	Employee must meet the qualifying criteria of 1250 hours worked in the 12 months prior to the leave. Sick leave days can be used for the period during the FMLA leave in which a disability is certified by a doctor.

Maternity/ Child Rearing Leave of Absence Article VI, Section E.	<p>Applicable to all tenured teachers and applicable to untenured teachers under unusual circumstances.</p> <p>(Example one: Birth of child is in April 2005; teacher is on leave for the remainder of the 2004-2005 school year and is on leave for the 2005-2006 school year. Or, birth of child is in October 2005; teacher is on leave for the remainder of the 2005-2006 school year. No sick leave days or any other benefits are applicable in this type of leave)</p>	<p>Such leave is without pay or other benefits and is subject to conditions detailed in the contract.</p>
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BIG HOLLOW FEDERATION
OF TEACHERS
LOCAL 504, IFT/AFT

BOARD OF EDUCATION SCHOOL
SCHOOL DISTRICT 38
LAKE COUNTY, ILLINOIS

By: _____
For the Union

By: _____
For the Board

Date: _____

Date: _____