

# 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*

FOR THE SCHOOL YEARS

**2018-2019**

**2019-2020**

**2020-2021**

**2021-2022**

**2022-2023**

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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, 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 New and Vacant Positions

New positions are those which did not previously exist within the District and vacant positions are those created by resignations, retirements, non-renewals, or dismissals for cause, and both new and vacant positions refer to those positions approved by the Board. When filling new and vacant positions, the District shall take into consideration certifications, qualifications, merit and ability, including performance evaluations, and relevant experience. When these factors are equal, the District shall base its decision on the length of continuing service with the District. The District's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure in this Agreement.

After the Board has determined to fill a vacancy and after teachers have been afforded their recall rights or have been involuntarily transferred, all established and available vacancies of certified staff shall be sent out to teachers via the school's email system as well as posted on the District's website. All teachers applying for internal positions will be afforded an interview if they meet the qualifications for the position applied for.

### 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 or promotion. 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 a vacancy, 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, transfer or promotion 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 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. Website postings of any of these documents shall meet the Board's obligation under this provision. 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 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 and computers 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. Board equipment and computers for official Union announcements or other internal Union communication cannot be used during student instructional times.

**E. Dues Deduction**

1. The Board shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the employer after the close of the revocation window.
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. Two (2) of the employment days per month shall be scheduled as early release dates. The early release prior to the end of each report card distribution will have two (2) hours allocated for teacher collaboration. The allocation of the two-hour early release time may be modified by agreement of the Administration and the Union.

Teachers will be required to attend up to two (2) eight (8) hour Parent-Teacher conference sessions per year. All teachers will be required to attend Curriculum Night, and Early Childhood through Grade 5 teachers will also be required to attend Meet and Greet. Early Childhood through Grade 5 teachers shall receive compensation at the internal substitute rate for their attendance at Meet and Greet.

#### B. School Day

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, Winter recess, and Spring recess, teachers shall be free to leave as soon as all their obligations to students have been concluded.

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 teacher-directed time during, before, and after the student attendance day, exclusive of lunch, that is considered non-student contact time.

Total preparation time for all teachers shall be a minimum of four hundred twenty (420) minutes per week at Primary/Elementary (with a minimum of twenty-five (25) minutes per day during the student attendance day), and four hundred sixty-five (465) minutes per week at the Middle School (with a minimum of one (1) class period per day). Note: Primary/Elementary lunch is forty (40) minutes and Middle School lunch is thirty (30) minutes).

Administration may schedule up to two (2) 30-minute meetings per month during the preparation time. If more time is required for meetings, teachers will be compensated monetarily or with alternate preparation time equal to time lost.

**H. Building Access**

The Board shall supply each building with card access and 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). Attempts will be made to equally distribute class size amongst the teachers and sections throughout the grade levels. 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. Special Education Workload-Caseload**

Special Education Teachers' caseloads shall consist of students who receive direct or indirect services from that Special Education Teacher.

Each Case Manager/Social Worker shall be provided a one-half (1/2) day paperwork day per quarter. Those case managers who participate in the high school transition meetings shall be provided an additional paperwork day per year at the time these meetings take place. The District will provide substitute coverage during paperwork days.

**M. Seniority**

"Seniority" shall be defined as total years of continuous full-time teaching service in the District. Tenured teachers reduced to part-time shall accrue seniority in proportion to their employment status.

If the years of continuous total teaching service with the District are equal between two (2) or more teachers, then the following tie-breakers in the order indicated shall be used to determine seniority:

1. Hire date
2. Total teaching service in the District, whether or not continuous
3. The furthest horizontal movement on the salary schedule
4. By lot

"Teaching service" shall be deemed to include both teaching and administrative service

## ARTICLE IV

### EVALUATION AND FILES

#### **A. Evaluation (Formal)**

Teacher Evaluations for all teachers shall utilize the evaluation tool mutually agreed upon by the Union and the Board. The evaluation committee shall meet as necessary, but not less than once per year.

Representatives of the Union shall be involved in the development of the District evaluation plan. Changes to the evaluation tool and associated procedures shall be mutually agreed upon by both parties. Further, the parties agree that should the law regarding teacher evaluation change, the parties will meet to make the necessary modifications to comply with any changes to the law.

Process: Within ten (10) calendar days from the beginning of the school year, the building principal will meet with all certified staff members who are scheduled to be evaluated for the current school year. At this meeting, all appendices associated with this document pertaining to the evaluation process will be shared and discussed.

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.

If the teacher feels that his/her performance is atypical during a formal observation, the teacher may request a second formal observation. Such written request, which shall include a description of the atypical factors, may be granted at the Administrator's discretion.

Within ten (10) teacher employment days following the formal observation(s), the evaluator shall meet with the teacher to review the conclusions of the evaluator. The responsibility of the evaluator is to offer multiple options for meeting times to conduct the post-observation conference within the ten (10) day timeframe. The responsibility of the teacher is to schedule the meeting with the evaluator within the time frame allotted. At least twenty-four (24) hours prior to the post-conference, the evaluator shall present his/her observation feedback in writing. A copy of the written evaluation shall be given to the teacher following the post-conference. Both the evaluator and the teacher shall date and sign all copies. The signature of the teacher shall not necessarily indicate agreement with the written observation but rather shall indicate that the conference and discussion have been held and that the teacher is in receipt of the copy of the observation. The parties acknowledge that an effective observation would include a listing of the teacher's strengths and areas of concern, with supporting reasons for the comments made, and where feasible, it would also include recommendations to seek to assist the teacher to overcome any deficiencies noted therein.

If the teacher feels that his/her written observation 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 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 observation and shall likewise be made part of the teacher's personnel file alongside related observation documentation.

Filing: Each completed observation report and summative evaluation will be completed in duplicate and will be signed by the administrator and teacher. This may include a response by the teacher to the evaluation. Observation reports must be completed and signed within ten (10) school days of the said observation. One (1) copy of the summative evaluation will be given to the teacher and one (1) will be retained by the administrator and forwarded to the District Administrative Office for placement in the teacher's personnel file.

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.

Any teacher who receives a summative evaluation rating of Needs Improvement shall be placed on a Professional Development Plan. The purpose of the Professional Development Plan is to increase the teacher's proficiency in the area(s) identified in the summative evaluation as in need of improvement. The Professional Development Plan must:

- be developed collaboratively between the teacher, the administrator, and the Union,
- focus on areas identified as in need of improvement, and
- include a description of the goals to be addressed, expectations for improvement, a plan for assessing the teacher's improvement with indicators that denote progress, a timeline for completion, and supports and resources that will be provided to assist the teacher in his/her professional improvement.

## **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

For the purpose of this Section, and all other Sections in this Article which refer to full-time teachers, leave benefits for part-time teachers shall be calculated on a pro-rata basis.

Each full-time 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) and beyond shall receive eighteen (18) sick leave days without loss of pay. If a teacher currently receives more than eighteen (18) sick leave days per year, he/she shall suffer no reduction in sick leave allotment. 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, or birth, adoption, or placement for adoption. 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.

As used in this Section and all other references in Article V, "immediate family" shall refer to the definition used in the School Code: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

### B. Sick Leave Bank

The Board and the Union agree to establish a voluntary Sick Leave Bank for teachers 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 teacher 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 teachers 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 teacher or a member of the employee's immediate family (as defined in the School Code) 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 teacher 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 teacher's immediate family, the circumstances which require the teacher to care for the member of his/her immediate family. The Committee may also require additional information regarding the teacher's illness or injury (e.g., a report from the teacher's physician confirming the teacher's illness/injury of the teacher's immediate family (e.g., a physician's report confirming the illness/injury, and the prognosis which requires the teacher to care for the individual and necessitates use of the Sick Leave Bank for the number of days requested by the teacher.)

- b. The teacher must have exhausted all accumulated and newly granted sick leave and personal leave.
- c. The teacher must have been a participant in the sick leave bank by September 15 of that school term.
- d. The teacher or other legal designee shall make written application to the Committee.
- e. The teacher 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 to full-time teachers 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. 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. Parental Leave**

As used herein, "parental leave" shall mean maternity leave, paternity leave, or leave for the purpose of adoption and shall apply equally to both male and female tenured and non-tenured teachers. Nothing in this section should be construed as requiring any teacher to apply for an unpaid leave of absence. Teachers not desiring an unpaid leave may utilize accumulated sick (up to a cap of twelve (12) weeks) or personal leave time and FMLA leave.

1. The teacher shall make written request to the Superintendent or designee for a parental leave of absence at least ninety (90) calendar days prior to the birth or adoption of the child, except that in the case of adoption, the notice may be less, in which case, the teacher shall make the written request when he/she learns of the adoption.
2. The Superintendent or designee and the teacher shall agree on the dates of commencement and termination of the leave, taking into consideration maintenance/continuity of instruction (e.g., grading periods), the needs of the teacher, and other pertinent medical-related and time factors. In cases of pregnancy, adoption, and childrearing, the leave of absence shall not exceed the balance of the school term in which it commences and one (1) additional school term. Any leave of absence which commences during the summer recess shall be deemed to begin at the start of the ensuing school term.
3. Provided the teacher is eligible for FMLA, the first twelve (12) weeks of a teacher's parental leave shall comply with the provisions of the FMLA, and all group insurance premiums on behalf of the teacher shall continue to be paid for by the Board in the amount as if the teacher were actively working. Sick leave shall run concurrently with the FMLA.
4. Teachers extending their parental leave beyond twelve (12) weeks shall be entitled to maintain their insurance benefits calculated on a pro-rata basis at the teacher's expense.
5. Any tenured teacher who has been employed ninety (90) or more days of a school year shall be entitled to advancement on the salary schedule. Any accrued seniority held by the teacher prior to the commencement of the leave, shall be restored to the teacher upon termination of the leave. Upon return from the parental leave, the teacher shall be assigned to the same or similar position held prior to the leave. If a non-tenured teacher's leave results in his/her working less than one hundred twenty (120) days in a school year, that year shall not be counted for the purposes of the full-time consecutive years of employment needed for the acquisition of tenure, nor for advancement on the salary schedule.
6. In all instances where a teacher is granted a parental 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 N, Notification of Intent to Return.
7. 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 his/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.
8. Anything in this section to the contrary notwithstanding, a teacher who has been granted a parental leave of absence shall not become eligible for a subsequent parental 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.
9. The Union shall defend and hold the Board harmless for any action taken pursuant to this Section.

**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 to the teacher for the reason for which FMLA leave is requested. Teachers shall use accumulated sick leave, when applicable, concurrently with FMLA leave. The total FMLA leave cannot exceed twelve (12) weeks in the twelve (12)-month period measured from July 1 through June 30.. 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 by February 1 prior to the school day or year when the teacher is scheduled to return from such leave shall be deemed a resignation by the teacher; however, the Board shall take into account extraordinary circumstances on an individual basis. The Board shall send a letter of reminder of this notification to any teacher on leave between December 1 and January 1. 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 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. 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.

#### 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 10<sup>th</sup> and 25<sup>th</sup> 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. Health/Medical/Dental/Vision Insurance

The Board shall provide each full-time teacher who elects to enroll in one of the District's health/major medical/dental/vision insurance plans with an annual contribution toward the cost of such insurance. Any teacher electing to participate in the health/medical/dental/vision insurance plan shall be responsible for paying the excess of another plan that may be chosen. The amount of the Board's annual contribution shall be as follows:

2018-2019 and beyond: 90% of the cost of the base plan for an individual (equivalent to the Core PPO 1000 plan being offered in the 2017-2018 school year) with a cap of sixty dollars (\$60.00) per pay check for the employee's share of the contribution.

Teachers who take insurance from an outside source (ex. spouse's insurance) may not use Big Hollow insurance as a secondary insurance plan.

The Board shall make available to members of the bargaining unit a reasonable and appropriate HMO alternative to the present hospital and medical plan. The Board shall provide each full-time teacher who enrolls in the HMO an annual contribution in the above amount. Any teacher who elects to enroll in the HMO plan shall be responsible for paying the excess.

The Union agrees to participate in an insurance committee with members of the Board, the Administration, and other District employees who are not a part of the teachers' bargaining unit. The committee shall review all insurance coverage options jointly and educate employees about pertinent insurance-related issues. The committee shall also consider recommending changes to the schedule of benefits designed to limit the amount of employee premium increases and to ensure that such changes are gradually implemented. There shall be no changes to the schedule of benefits unless the Board and the Union Executive Committee mutually agree. However, the Board may change insurance plans during the term of this Agreement, provided the level of new insurance coverage, plan design, and deductible remain substantially the same.

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.

**D. Tuition Reimbursement**

The Board shall reimburse full-time teachers up to three thousand five hundred dollars (\$3,500) per year to a District cap of seventy thousand dollars (\$70,000) per year for courses successfully completed by the teacher, provided such courses have been pre-approved by the Superintendent. Approval shall be granted for graduate level courses that are related to the teacher's assignment or are to obtain additional endorsement/certification/licensure, and approval may be granted for other reasons as deemed appropriate 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. 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. Any teacher who resigns during the school term without concurrence of the Board, except for reasons of illness or disability, shall repay any tuition reimbursement provided to the teacher in the past two (2) school years.

**E. 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.

**F. Internal Substitutes Pay**

If a teacher chooses 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 (\$33.00) per clock hour during this contract period. Teachers will not be required to internally substitute for other teachers.

**G. Board Payment of Teacher Retirement**

From all monies earned, the Board shall remit for each teacher to the Downstate Teachers' Retirement System the contribution amount required 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.

#### **H. 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 tenured 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. A probationary teacher shall only advance vertically on the salary schedule if he/she has actively worked at least one hundred and twenty (120) days in the prior school 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. Teachers will be limited to one horizontal lane movement per fiscal year.

#### **I. 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 (4<sup>th</sup>) 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.

#### **J. Compensation**

The salary schedules for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years are set forth in Appendix A of this Agreement. Placement on the newly developed 2018-2019 indexed salary schedule shall be mutually agreed to by the Board and the Union to allow individuals to move to their appropriate step based on service to Big Hollow. If movement on the newly developed salary schedule results in a salary increase of less than one thousand dollars (\$1000) for an individual, the Board will pay an increase to total one thousand dollars (\$1000) for that individual. If movement on the newly developed salary schedule results in a salary increase of more than seven thousand dollars (\$7000) for an individual, he/she will move to the new step but be capped at a total increase of seven thousand dollars (\$7000) for the 2018-19 school year. (Note: during the 2019-20 school year, an individual who was capped during the 2018-19 school year will move to the next step on the salary schedule, thereby recouping the portion of the raise from the previous step in addition to the raise associate with movement to the next step).

**K. 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 Section 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.

**L. 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

**M. Perfect Attendance**

A teacher who does not use a sick or personal leave day during the school year shall receive six hundred and fifty dollars (\$650).

**N. 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.

**O. 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 prior to the anticipated date 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 Illinois Teachers' Retirement System.

3. Only one (1) teacher shall be allowed to participate in any given year unless the Board determines, in its sole discretion that more may participate. Any determination by the Board to allow more than one (1) teacher to participate in any given year shall be non-precedential. If more than one (1) teacher applies 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 contributions for a five (5) year period on behalf of each teacher enrolled in the Teacher Retirement System's health insurance plan up to one hundred and ten dollars (\$110) per month.
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.

**P. Longevity Allowances**

Each teacher who was at the end of his/her respective compensation column during the previous school year, and who shall receive no vertical increment during the current school year, shall receive an increase in salary equal to the amount shown below for each year covered by this Agreement:

2018-2019: 6% or the value of the last step in the teacher's respective lane, whichever is higher  
 2019-2020: 4%  
 2020-2021: 3%  
 2021-2022: 3%  
 2022-2023: 3%

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 shall receive 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.

**Q. 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.

**R. New Hires**

In placing new teachers on the salary schedule, no new teacher shall be paid at a salary that exceeds that of a current teacher with like or greater teaching experience/education. 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. For purposes of placement on the salary schedule, teachers new to the District may be granted up to one (1) step for each year of prior teaching experience up to a maximum of four (4) years. Beyond that, teachers new to the District may be granted additional years (beyond the initial four) for the purpose of placement at an exchange rate of two (2) years of outside experience for one (1) year of credit up to a total of ten (10) years.

For hard-to-fill positions (hard to fill positions are defined as OT, PT, and Psychologists or other positions jointly identified as hard to fill by the Administration and the Union), teachers new to the District may be granted up to one (1) step for each year of prior experience in their respective field, whether or not in a school setting, up to a maximum of twelve (12) years. For these hard-to-fill positions only, the Administration and the Union may also meet to confer regarding an additional placement "stipend" (paid above the base salary rate on an annual basis and not subject to the constraints in the preceding paragraph), not to exceed ten thousand dollars (\$10,000) per year.

## **S. Retirement Enhancement (Non-ERO Plan)**

### Eligibility

Teachers shall be eligible for the retirement benefits set forth below for up to the final four years of teaching provided the following requirements are met:

- (1) The teacher must resign from the District for the purpose of retirement pursuant to the rules of the Illinois Teachers' Retirement System ("TRS");
- (2) At the time of his/her retirement, the teacher must have completed ten (10) years of experience in Big Hollow School District #38;
- (3) At the date of actual retirement, the teacher must be considered by TRS to be eligible to retire without early retirement penalty to him/herself or the District;
- (4) The teacher must submit a written, irrevocable notice of intent to retire to the Superintendent by February 1<sup>st</sup> of the school year before the first retirement salary enhancement will begin; and
- (5) The teacher must not have received a greater than six percent (6%) increase in creditable earnings in each of the two (2) preceding years. (e.g., if a teacher submits a notice of intent to retire on February 1, 2015, the District will determine whether his/her 2013-2014 total creditable earnings exceeded his/her 2012-2013 total creditable earnings by more than six percent (6%) and whether his/her 2012-2013 total creditable earnings exceeded his/her 2011-2012 total creditable earnings by more than six percent (6%)). If the teacher's creditable earnings exceed any of the prior year's creditable earnings by more than six percent (6%) during this "look-back" period, the teacher may submit his/her letter at a later date and still remain eligible for the retirement salary enhancement or may retire without the retirement salary enhancement.

### Available Benefits

Provided the teacher meets all of the eligibility requirements outlined above, he/she shall receive a six percent (6%) increase in creditable earnings over each of the prior year's creditable earnings for a maximum of up to four (4) years.

Such retirement benefits shall be in lieu of all scheduled salary increases, supplemental duty pay increases, summer school pay increases, hourly work pay increases (the Parties agree to keep the number of hours worked relatively the same from year to year), and any other form of creditable earnings pay increases. The retirement benefit shall be part of the teacher's regular pay and shall be paid with the regular paychecks.

If the creditable earnings used by the District to calculate a teacher's six percent (6%) salary enhancement includes pay for supplemental duties or other work for which the teacher receives compensation in addition to his/her scheduled salary and the teacher subsequently voluntarily stops performing the other work, the District will deduct the corresponding compensation from the teacher's salary enhancement. If the teacher subsequently involuntarily stops performing the other work, the District reserves the right to assign additional responsibilities commensurate with the compensation corresponding to the other work for which the teacher is already being paid.

**T. Professional Development**

Employees may request to attend at least one (1) professional development workshop per year, which is directly related to their area of work in the school district.

- A. Approval must be obtained from the employee's direct supervisor.
- B. The District will pay for the workshop or tuition fee based upon successful completion of the workshop and/or seminar. A list of proposed expenses shall be submitted with the request for consideration. Upon submission of receipts, reimbursement of actual expenses will be paid not to exceed pre-approved request.
- C. Participation may be limited based upon budget constraints.
- D. Should the workshop(s) fall on an employment day, the District will provide a substitute to cover the teacher's assignment.

**U. Teacher Mentor Program**

Teachers who serve as mentors shall be compensated at the rate indicated in Appendix B. The parties will jointly develop the guidelines for the Teacher Mentor Program.

**V. National Board Certification Monetary Award**

Certified employees who have earned the National Board Certification will receive a five hundred dollar (\$500) monetary award for five (5) years beginning with the school year after they have earned the certification (5 years x \$500 = \$2,500 maximum to be received under this monetary award). If a certified staff member who transfers in also falls within this five (5)-year time-frame, he/she shall will receive the monetary award for the number of years working at Big Hollow that remain before recertification. The certified employee must be in a teaching position in BHSD to be eligible for this award. This award is reportable as TRS income.

## ARTICLE VIII

### DURATION AND RELATED CLAUSES

#### A. Duration

This Agreement shall be effective at 12:01 a.m. on August 16, 2018, and shall continue in effect through August 15, 2023.

#### 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**

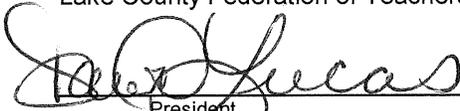
During the term of this Agreement and any mutually agreed extension thereof, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union, shall engage in, authorize or instigate a strike.

**G. Typing and Printing of the Agreement**

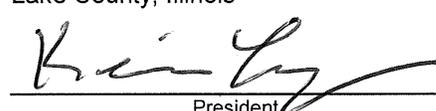
The Union shall assume all responsibility and cost related to the typing and printing of the Agreement for execution by the parties. Upon execution of the Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for both parties. The Board shall reimburse 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

  
\_\_\_\_\_  
President  
6/1/18  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
President  
6/1/18  
\_\_\_\_\_  
Date

## APPENDIX A

### 2018-2019 SALARY SCHEDULE

<b>Step</b>	<b>BA</b>	<b>BA + 15</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>Doc</b>
1	\$ 41,449	\$ 43,522	\$ 45,698	\$ 47,983	\$ 50,382	\$ 52,901
2	\$ 42,693	\$ 44,827	\$ 47,069	\$ 49,422	\$ 51,893	\$ 54,488
3	\$ 43,974	\$ 46,172	\$ 48,481	\$ 50,905	\$ 53,450	\$ 56,123
4	\$ 45,293	\$ 47,557	\$ 49,935	\$ 52,432	\$ 55,054	\$ 57,806
5	\$ 46,652	\$ 48,984	\$ 51,433	\$ 54,005	\$ 56,705	\$ 59,540
6	\$ 48,051	\$ 50,454	\$ 52,976	\$ 55,625	\$ 58,406	\$ 61,327
7	\$ 49,493	\$ 51,967	\$ 54,566	\$ 57,294	\$ 60,159	\$ 63,166
8	\$ 50,977	\$ 53,526	\$ 56,203	\$ 59,013	\$ 61,963	\$ 65,061
9	\$ 52,507	\$ 55,132	\$ 57,889	\$ 60,783	\$ 63,822	\$ 67,013
10	\$ 54,082	\$ 56,786	\$ 59,625	\$ 62,607	\$ 65,737	\$ 69,024
11	\$ 55,704	\$ 58,490	\$ 61,414	\$ 64,485	\$ 67,709	\$ 71,094
12	\$ 57,375	\$ 60,244	\$ 63,256	\$ 66,419	\$ 69,740	\$ 73,227
13	\$ 59,097	\$ 62,052	\$ 65,154	\$ 68,412	\$ 71,832	\$ 75,424
14	\$ 60,870	\$ 63,913	\$ 67,109	\$ 70,464	\$ 73,987	\$ 77,687
15	\$ 62,696	\$ 65,831	\$ 69,122	\$ 72,578	\$ 76,207	\$ 80,017
16	\$ 64,577	\$ 67,805	\$ 71,196	\$ 74,755	\$ 78,493	\$ 82,418
17	\$ 66,514	\$ 69,840	\$ 73,332	\$ 76,998	\$ 80,848	\$ 84,890
18	\$ 68,509	\$ 71,935	\$ 75,532	\$ 79,308	\$ 83,273	\$ 87,437
19		\$ 74,093	\$ 77,797	\$ 81,687	\$ 85,772	\$ 90,060
20			\$ 80,131	\$ 84,138	\$ 88,345	\$ 92,762
21			\$ 82,535	\$ 86,662	\$ 90,995	\$ 95,545

**2019-2020 SALARY SCHEDULE**

<b>Step</b>	<b>BA</b>	<b>BA + 15</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>Doc</b>
<b>1</b>	\$ 41,449	\$ 43,522	\$ 45,698	\$ 47,983	\$ 50,382	\$ 52,901
<b>2</b>	\$ 42,693	\$ 44,827	\$ 47,069	\$ 49,422	\$ 51,893	\$ 54,488
<b>3</b>	\$ 43,974	\$ 46,172	\$ 48,481	\$ 50,905	\$ 53,450	\$ 56,123
<b>4</b>	\$ 45,293	\$ 47,557	\$ 49,935	\$ 52,432	\$ 55,054	\$ 57,806
<b>5</b>	\$ 46,652	\$ 48,984	\$ 51,433	\$ 54,005	\$ 56,705	\$ 59,540
<b>6</b>	\$ 48,051	\$ 50,454	\$ 52,976	\$ 55,625	\$ 58,406	\$ 61,327
<b>7</b>	\$ 49,493	\$ 51,967	\$ 54,566	\$ 57,294	\$ 60,159	\$ 63,166
<b>8</b>	\$ 50,977	\$ 53,526	\$ 56,203	\$ 59,013	\$ 61,963	\$ 65,061
<b>9</b>	\$ 52,507	\$ 55,132	\$ 57,889	\$ 60,783	\$ 63,822	\$ 67,013
<b>10</b>	\$ 54,082	\$ 56,786	\$ 59,625	\$ 62,607	\$ 65,737	\$ 69,024
<b>11</b>	\$ 55,704	\$ 58,490	\$ 61,414	\$ 64,485	\$ 67,709	\$ 71,094
<b>12</b>	\$ 57,375	\$ 60,244	\$ 63,256	\$ 66,419	\$ 69,740	\$ 73,227
<b>13</b>	\$ 59,097	\$ 62,052	\$ 65,154	\$ 68,412	\$ 71,832	\$ 75,424
<b>14</b>	\$ 60,870	\$ 63,913	\$ 67,109	\$ 70,464	\$ 73,987	\$ 77,687
<b>15</b>	\$ 62,696	\$ 65,831	\$ 69,122	\$ 72,578	\$ 76,207	\$ 80,017
<b>16</b>	\$ 64,577	\$ 67,805	\$ 71,196	\$ 74,755	\$ 78,493	\$ 82,418
<b>17</b>	\$ 66,514	\$ 69,840	\$ 73,332	\$ 76,998	\$ 80,848	\$ 84,890
<b>18</b>	\$ 68,509	\$ 71,935	\$ 75,532	\$ 79,308	\$ 83,273	\$ 87,437
<b>19</b>		\$ 74,093	\$ 77,797	\$ 81,687	\$ 85,772	\$ 90,060
<b>20</b>			\$ 80,131	\$ 84,138	\$ 88,345	\$ 92,762
<b>21</b>			\$ 82,535	\$ 86,662	\$ 90,995	\$ 95,545

**2020-2021 SALARY SCHEDULE**

<b>Step</b>	<b>BA</b>	<b>BA + 15</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>Doc</b>
1	\$ 42,071	\$ 44,175	\$ 46,383	\$ 48,702	\$ 51,138	\$ 53,694
2	\$ 43,333	\$ 45,500	\$ 47,775	\$ 50,164	\$ 52,672	\$ 55,305
3	\$ 44,633	\$ 46,865	\$ 49,208	\$ 51,668	\$ 54,252	\$ 56,964
4	\$ 45,972	\$ 48,271	\$ 50,684	\$ 53,218	\$ 55,879	\$ 58,673
5	\$ 47,351	\$ 49,719	\$ 52,205	\$ 54,815	\$ 57,556	\$ 60,434
6	\$ 48,772	\$ 51,210	\$ 53,771	\$ 56,459	\$ 59,282	\$ 62,247
7	\$ 50,235	\$ 52,747	\$ 55,384	\$ 58,153	\$ 61,061	\$ 64,114
8	\$ 51,742	\$ 54,329	\$ 57,046	\$ 59,898	\$ 62,893	\$ 66,037
9	\$ 53,294	\$ 55,959	\$ 58,757	\$ 61,695	\$ 64,780	\$ 68,019
10	\$ 54,893	\$ 57,638	\$ 60,520	\$ 63,546	\$ 66,723	\$ 70,059
11	\$ 56,540	\$ 59,367	\$ 62,335	\$ 65,452	\$ 68,725	\$ 72,161
12	\$ 58,236	\$ 61,148	\$ 64,205	\$ 67,416	\$ 70,786	\$ 74,326
13	\$ 59,983	\$ 62,982	\$ 66,131	\$ 69,438	\$ 72,910	\$ 76,555
14	\$ 61,783	\$ 64,872	\$ 68,115	\$ 71,521	\$ 75,097	\$ 78,852
15	\$ 63,636	\$ 66,818	\$ 70,159	\$ 73,667	\$ 77,350	\$ 81,218
16	\$ 65,545	\$ 68,823	\$ 72,264	\$ 75,877	\$ 79,671	\$ 83,654
17	\$ 67,512	\$ 70,887	\$ 74,432	\$ 78,153	\$ 82,061	\$ 86,164
18	\$ 69,537	\$ 73,014	\$ 76,664	\$ 80,498	\$ 84,523	\$ 88,749
19		\$ 75,204	\$ 78,964	\$ 82,913	\$ 87,058	\$ 91,411
20			\$ 81,333	\$ 85,400	\$ 89,670	\$ 94,154
21			\$ 83,773	\$ 87,962	\$ 92,360	\$ 96,978

**2021-2022 SALARY SCHEDULE**

<b>Step</b>	<b>BA</b>	<b>BA + 15</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>Doc</b>
1	\$ 42,492	\$ 44,616	\$ 46,847	\$ 49,189	\$ 51,649	\$ 54,231
2	\$ 43,766	\$ 45,955	\$ 48,253	\$ 50,665	\$ 53,198	\$ 55,858
3	\$ 45,079	\$ 47,333	\$ 49,700	\$ 52,185	\$ 54,794	\$ 57,534
4	\$ 46,432	\$ 48,753	\$ 51,191	\$ 53,751	\$ 56,438	\$ 59,260
5	\$ 47,825	\$ 50,216	\$ 52,727	\$ 55,363	\$ 58,131	\$ 61,038
6	\$ 49,260	\$ 51,723	\$ 54,309	\$ 57,024	\$ 59,875	\$ 62,869
7	\$ 50,737	\$ 53,274	\$ 55,938	\$ 58,735	\$ 61,672	\$ 64,755
8	\$ 52,259	\$ 54,872	\$ 57,616	\$ 60,497	\$ 63,522	\$ 66,698
9	\$ 53,827	\$ 56,519	\$ 59,345	\$ 62,312	\$ 65,427	\$ 68,699
10	\$ 55,442	\$ 58,214	\$ 61,125	\$ 64,181	\$ 67,390	\$ 70,760
11	\$ 57,105	\$ 59,961	\$ 62,959	\$ 66,107	\$ 69,412	\$ 72,882
12	\$ 58,818	\$ 61,759	\$ 64,847	\$ 68,090	\$ 71,494	\$ 75,069
13	\$ 60,583	\$ 63,612	\$ 66,793	\$ 70,132	\$ 73,639	\$ 77,321
14	\$ 62,401	\$ 65,521	\$ 68,797	\$ 72,236	\$ 75,848	\$ 79,641
15	\$ 64,273	\$ 67,486	\$ 70,860	\$ 74,403	\$ 78,124	\$ 82,030
16	\$ 66,201	\$ 69,511	\$ 72,986	\$ 76,636	\$ 80,467	\$ 84,491
17	\$ 68,187	\$ 71,596	\$ 75,176	\$ 78,935	\$ 82,881	\$ 87,025
18	\$ 70,232	\$ 73,744	\$ 77,431	\$ 81,303	\$ 85,368	\$ 89,636
19		\$ 75,956	\$ 79,754	\$ 83,742	\$ 87,929	\$ 92,325
20			\$ 82,147	\$ 86,254	\$ 90,567	\$ 95,095
21			\$ 84,611	\$ 88,842	\$ 93,284	\$ 97,948

**2022-2023 SALARY SCHEDULE**

<b>Step</b>	<b>BA</b>	<b>BA + 15</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>Doc</b>
1	\$ 42,917	\$ 45,062	\$ 47,316	\$ 49,681	\$ 52,165	\$ 54,774
2	\$ 44,204	\$ 46,414	\$ 48,735	\$ 51,172	\$ 53,730	\$ 56,417
3	\$ 45,530	\$ 47,807	\$ 50,197	\$ 52,707	\$ 55,342	\$ 58,109
4	\$ 46,896	\$ 49,241	\$ 51,703	\$ 54,288	\$ 57,003	\$ 59,853
5	\$ 48,303	\$ 50,718	\$ 53,254	\$ 55,917	\$ 58,713	\$ 61,648
6	\$ 49,752	\$ 52,240	\$ 54,852	\$ 57,594	\$ 60,474	\$ 63,498
7	\$ 51,245	\$ 53,807	\$ 56,497	\$ 59,322	\$ 62,288	\$ 65,403
8	\$ 52,782	\$ 55,421	\$ 58,192	\$ 61,102	\$ 64,157	\$ 67,365
9	\$ 54,365	\$ 57,084	\$ 59,938	\$ 62,935	\$ 66,082	\$ 69,386
10	\$ 55,996	\$ 58,796	\$ 61,736	\$ 64,823	\$ 68,064	\$ 71,467
11	\$ 57,676	\$ 60,560	\$ 63,588	\$ 66,768	\$ 70,106	\$ 73,611
12	\$ 59,407	\$ 62,377	\$ 65,496	\$ 68,771	\$ 72,209	\$ 75,820
13	\$ 61,189	\$ 64,248	\$ 67,461	\$ 70,834	\$ 74,375	\$ 78,094
14	\$ 63,025	\$ 66,176	\$ 69,485	\$ 72,959	\$ 76,607	\$ 80,437
15	\$ 64,915	\$ 68,161	\$ 71,569	\$ 75,148	\$ 78,905	\$ 82,850
16	\$ 66,863	\$ 70,206	\$ 73,716	\$ 77,402	\$ 81,272	\$ 85,336
17	\$ 68,869	\$ 72,312	\$ 75,928	\$ 79,724	\$ 83,710	\$ 87,896
18	\$ 70,935	\$ 74,481	\$ 78,205	\$ 82,116	\$ 86,222	\$ 90,533
19		\$ 76,716	\$ 80,552	\$ 84,579	\$ 88,808	\$ 93,249
20			\$ 82,968	\$ 87,117	\$ 91,472	\$ 96,046
21			\$ 85,457	\$ 89,730	\$ 94,217	\$ 98,927

## APPENDIX B

### Extra Duty Compensation

2018-2023

Categories

Athletic Facilitator (limit 1)\*

Level 1 0-5 Years	Level 2 6-9 Years	Level 3 10-14 Years	Level 4 15+ Years
\$4,315	\$5,235	\$6,185	\$7,135

A	B	C
<ul style="list-style-type: none"> <li>• Wrestling</li> <li>• Boys Basketball</li> <li>• Girls Basketball</li> <li>• Girls Volleyball</li> <li>• Track</li> <li>• Cross Country</li> <li>• Soccer</li> <li>• Cheerleading</li> <li>• Fine Arts Facilitator (limit 1)*</li> <li>• Dance Team Coach</li> </ul>	<ul style="list-style-type: none"> <li>• Choir**</li> <li>• Band**</li> <li>• Speech, Acting &amp; Debate (SDA)</li> <li>• Middle School Play Director</li> <li>• Middle School Musical Director</li> <li>• Middle School Yearbook</li> <li>• Primary/Elementary Yearbook</li> </ul>	<ul style="list-style-type: none"> <li>• Student Council (limit 2)</li> <li>• SDA Assistant Director</li> <li>• Middle School Assistant Play Director</li> <li>• Middle School Musical Assistant Director</li> <li>• Middle School Musical Choreographer</li> <li>• Honor Society</li> </ul>

Categories	Level 1 0-5 Years	Level 2 6-9 Years	Level 3 10-14 Years	Level 4 15+ Years
A	\$3,079	\$3,903	\$4,727	\$5,551
B	\$2,302	\$2,832	\$3,362	\$3,892
C	\$1,820	\$2,220	\$2,620	\$3,020

Mentor (teacher to teacher)	\$530 (reference Article IV.A.9)
Middle School Spelling Bee	\$430 (limit 1)*
D.A.R.E.	\$380 (limit 1)*
Primary/Elementary Variety Show	\$320 (limit 1)*
Middle School Variety Show	\$320 (limit 1)*
8 <sup>th</sup> Grade Extended Trip Facilitator	\$320 (limit 1)*
8 <sup>th</sup> Grade Extended Trip Chaperone	\$220/day (2 teachers per bus)***
Primary/Elementary Spelling Bee	\$220 (limit 1)*
Athletic Statistician	\$20.00/hour
Athletic Ticket Taker	\$15.00/hour
Set Design	\$530 (limit 1)*
Set Design Assistant	\$270 (limit 1)*
Academic Enrichment Activities	\$50.00/hour****

\*"Limit 1" means that there is one stipend/position; more than one person can hold the position, but one stipend will be split

\*\*Band and Choir stipends are for school specialty groups outside of regular school hours

\*\*\*Eighth grade teachers must be utilized first prior to the addition of teachers from other grades being utilized as chaperones

\*\*\*\*If an employee wishes to start a new Academic Enrichment Activity, he/she may put in a proposal to Administration for approval. Each approved Academic Enrichment Activity shall be paid at the hourly rate listed above (note: beginning in 2018-2019, Science Club, Art Club, and Newspaper positions fall under Academic Enrichment Activities).

- Facilitators must go through the interview process with an administrator for any outside or new hires