



CONTRACTUAL AGREEMENT

Between

**DuPage District 88 Council
Local 571
American Federation of Teachers**

And

**Board of Education, High School District 88
2 Friendship Plaza
Addison, IL 60101**

2011 – 2012 through 2012 - 2013

June 2011

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ARTICLE 1 – Recognition

1.1 Definition of Bargaining Unit

The Board of Education, DuPage High School District #88, DuPage County, Illinois, hereafter known as the “Board,” and the DuPage District 88 Council, Local 571, American Federation of Teachers hereafter known as the “Union,” agree and bind themselves to the terms and conditions of professional service and other matters relating to the employment and representation now and for the life of this contract of persons to be known hereafter as “Teachers.” Unless more specifically designated as established herein, “Teachers” will be interpreted to include classroom Teachers (full and part-time), counselors, librarians, head nurses, learning support center coordinators, instructional resource center coordinators, psychologists, social workers, and department heads. Excluded from this category are the Superintendent, all district administrative staff personnel, principals, assistant principals, athletic directors, assistant athletic directors, directors of technology, nurses other than head nurses, deans, and substitute Teachers.

1.2 Sole Bargaining Agent

The Board recognizes the Union as sole agent for the Teachers and will negotiate with no other individual or group purporting to represent the Teachers with respect to the terms and conditions of professional service. The Union and the Administration agree to work together to eliminate situations of employee harassment.

All collective bargaining shall be conducted between the Union and the Board or a fully empowered agent or representative of the Board.

All agreements must result from action taken at official collective bargaining meetings or meetings of the Professional Dialogue Committee.

1.3 Non-Discrimination

The Board or its designee shall not engage in unlawful or prohibited discrimination in its recruitment program, hiring practices, dismissal procedures, or in any other relations with present or prospective Teachers. The Board shall implement and administer all provisions of this Agreement in a fair and equitable manner.

ARTICLE II – Board Rights

The Board, by mutual agreement of the Union, commits itself to such Union rights and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the district, retains and reserves unto itself the ultimate responsibilities for the proper management of the school district conferred upon and vested in it by the *School Code* and the Constitution of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs;

To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion and to promote, and transfer all such employees;

To establish the grading policy/system and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;

To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy; the selection of textbooks and other teaching materials; and the utilization of teaching aids of all kinds;

To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of Teachers and other employees with respect thereto, and non-classroom assignments, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE III – Union Rights

3.1 Use of Facilities and Equipment

The Union and other Teachers' organizations shall, upon the building principal's approval of scheduled use, have the right to use building reproduction equipment for purposes of duplicating materials used in conducting official business. There shall be no charge for the use of equipment. The Union and other Teacher organizations shall pay the cost of duplication. Information distributed by the Union and other Teacher organizations using mailroom facilities must bear the name of the Union and other Teacher organizations. The Union shall send to the Superintendent and principals a copy of all printed material on the same day it is distributed to the staff.

The Union and other Teacher organizations shall be permitted to use the District e-mail system and the bulletin Board in the mailroom, the Teacher's lounge, and the faculty dining room of each school for Union business.

Copies of any correspondence from the Union or its elected officers to the Board and its individual members shall be provided to the Superintendent on the same day.

3.2 Board Agenda

The Union president and one (1) Teacher designated by the president will be furnished a copy of the agenda of each Board meeting at the same time the agenda is sent to Board members. This would include the report of the finance committee and supportive informational materials provided with the agenda.

3.3 Union Announcements

Union meetings and other scheduled activities of Teachers organizations shall be incorporated with and published in the building management calendar, if submitted to the building Administrator in writing within seven (7) calendar days after the end of the school term. Union announcements shall be carried in faculty bulletins and may be transmitted by e-mail and/or posted on the faculty bulletin boards in the building mailrooms.

3.4 Union Released Time

The Union president shall be released from one instructional period and the resource period for conducting Union business within the District. Two (2) other Teachers designated by the Union president, one in each building, shall be released from their resource period for the year or equivalent to assist in Union business within the District. If possible, the Union president and the two (2) designated Teachers shall be given the last period of the day as a conference period to conduct official Union business.

The Union president or his designee shall be released from all school activities for one (1) day each year to attend a Union convention, conference, or meeting. The union will reimburse for costs of substitution for any additional days of convention, conference, or meeting.

The maximum number of days of released time for such activity shall not exceed a total of three (3) days. Administrative approval must be given for any released time.

Union Released Time - continued

In a semester during which Contract negotiations are scheduled, a Teacher who is designated by the Union as Chief Negotiator shall be released from his/her resource period to prepare and conduct such negotiations, and assist in finalizing the agreement.

* Resource release shall be based on building parameters.

3.5 Access to Information

For monthly Board of Education meetings, the Union's two (2) designees shall be furnished current information concerning the financial condition of the schools, including an annual financial statement, a monthly statement of position, tentative budget, adopted budget and revenue projections. Other information concerning monetary considerations, working conditions, policy and administrative matters shall be provided to the Union upon request.

The Leadership Team minutes from Addison Trail and Willowbrook shall be distributed to all Teachers for their school. Minutes from the Joint Leadership Team shall be distributed by posting on the District website with an all-faculty e-mail notice of such posting.

Names and addresses of newly hired Teachers shall be provided to the Union after approval of their contracts by the Board.

The Union president and each building vice president shall be furnished a copy of the tentative master schedule for each building seven (7) days prior to the start of school.

Annually, the Administration will determine the amount of released time and administrative assignments to be given to department heads and work coordinators. The Union president shall be advised of this determination no later than August 1 of each year.

3.6 Committee Representation

Teacher standing committees are those building or district committees that have ongoing functions. The Superintendent/principal will assign Teachers to each standing committee prior to the start of the school year. The Union president or designee will be requested to identify one (1) Teacher on the standing committee as the official Union representative. If agreement on the selection cannot be reached, a non-voting Union representative can be designated by the Union president to sit on the standing committee. If a task force is formed that does not report to a standing committee, a Union representative will be designated in the same manner as for standing committee assignments.

When it is necessary to employ a new principal or a new Superintendent, the District #88 Board of Education shall appoint a faculty committee to advise the Board, as appropriate, in the following process:

- A. The committee shall have input as to the criteria for selecting a candidate.
- B. The Board shall conduct all searches.
- C. The Board and Teachers committee shall interview the same candidates.

Committee Representation – continued

- D. The committee shall give to the Board the strengths and limitations of each candidate in writing before the Board makes its hiring decision. There will be no ranking of candidates.
- E. The committee for principal selection shall be made up of no more than nine (9) Teachers appointed by the Board and the committee for Superintendent's selection shall be made up of no more than fourteen (14) Teachers appointed by the Board. In addition, the Union president or designee will appoint one (1) Teacher on each committee as the official Union representative.
- F. Membership on the committees shall be voluntary.

3.7 Freedom of Association

Members of the teaching staff shall be free to determine whether they wish to join any organization representing Teachers. The solicitation of Teachers for membership in any organization should in no way interfere with the educational program.

3.8 Non-Interference

The Board and the Union agree that the conducting of Union business shall not encroach upon the educational program of the schools.

3.9 Union Listing

A listing of Union officers shall be included in the District #88 Faculty Directory.

3.10 Check-off

- A. The School District Business Office will deduct Union dues from the regular salary paychecks of those Teachers submitting properly completed Professional Organization Membership Dues Check-Off Authorization Forms. The authorization form must be presented to the District Business Office at least fifteen (15) working days before the first payroll deduction can be made. No authorization forms for a given year will be accepted after May 1.

The Union shall notify the School District Business Office of the annual amount to be deducted by July 15 of each year. If notice is not received by July 15 in any subsequent year, the annual amount to be deducted shall remain the same.

All Union dues collected for that month by the Board shall be forwarded to the Union office along with a list of the Teachers from whose paychecks the dues have been deducted. The list shall reflect the individual amount deducted. Deductions are for regular Union dues only.

Union dues deductions will continue until the Teacher presents to the Business Office a properly filled out revocation request at least fifteen (15) working days prior to the subsequent regular paycheck. No revocation requests for a given year will be accepted after May 1.

- B. The Board shall also deduct contributions for the West Suburban Teachers Committee on Political Education for any Teacher who submits by November 1 a properly executed form prepared by the Union authorizing such deduction.

Check-Off - continued

The deduction shall be made from the second paycheck in November. The transmittal and revocation procedures described above shall be followed.

3.11 Fair Share

All Teachers who are not members of the Union shall, commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month 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 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 fair share fee payment shall be deducted by the Board from the earnings of the non-member Teachers and paid to the Union.

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. Upon any such filing 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.

If a non-member Teacher declares the right of non-association based either upon bonafide religious tenets, or teachings of a church or religious body of which such Teacher is a member, or upon philosophical differences, such non-member shall be required to pay an amount equal to the Teacher's proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Union from a list compiled by the Union and the Board. If the affected Teacher and the Union are unable to reach an agreement on the matter, the Teacher may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes 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.

If a part-time Teacher earns less than the base salary, the part-time Teacher may choose the Fair Share option based on the part-time Teacher's assignment (11ths multiplied by the Fair Share amount).

3.12 Discussion of Views

No views of Union, Teacher, Board or Administration on matters referred to in this Agreement and/or relating to Administration-Teacher or Board-Teacher relationships will be discussed in the presence of District #88 students, nor shall they use students to convey such views to parents or to the public.

3.13 Changes in Conditions

Before instituting changes in salaries, fringe benefits, or working conditions not covered by this Agreement, the Board shall give notice to the Union and, if the Union requests, it shall have the opportunity to negotiate the change.

If agreement is not reached as a result of said negotiations, the Board may implement such change.

The Union shall be able to negotiate such change again when the parties negotiate a successor contract, or address such change through the Professional Dialogue Committee as set forth in Section 4.18.

3.14 Representation on Instructional/Administrative Councils

The Union shall have a participatory representative on the Leadership Team of each building. In the building in which the Union president is a Teacher, he/she will be the named representative to the building Leadership Team. In the other building, the Union president shall designate a Teacher with an 8th period conference period. The Union president will be a participatory representative on the Joint Leadership Team.

ARTICLE IV – Teachers Rights/Working Conditions

4.1 Calendar/Work Year

The school year shall consist of 177 pupil attendance days, one (1) parent conference day, one (1) professional work day, four (4) institute days, and five (5) emergency days. The emergency days shall be declared by the Superintendent and the Board as special holidays, to the extent that emergencies do not require their use as school days. The professional work day shall be used by staff solely for classroom preparation time.

The Superintendent will meet with representatives of the feeder districts each year to coordinate the annual calendars of District #88 and the elementary school districts within District #88.

In conjunction with the meeting with the elementary school districts, the Superintendent will meet with the Union's appointed representatives to review calendar alternatives for the subsequent school years.

The Board and the Union agree that although it is clearly the responsibility of the Board to establish the annual calendar for the District, the viewpoint of the Union regarding various critical aspects of the calendar (such as the first and last day of the faculty work year) shall be accorded thoughtful and conscientious consideration in a sincere effort to achieve a calendar mutually acceptable to the Board and the Union. The Administration shall supply each Teacher with a copy of the school calendar for the upcoming school year after its adoption by the Board.

4.2 Additional Assistance

Consistent with budgetary considerations, secretarial-clerical and/or other certified and non-certified help shall be provided Teachers within each department according to the size and needs of the department.

4.3 Classroom Interruptions

Classes will be uninterrupted except in cases of necessity for the delivery and reading of the daily bulletin, Teacher observations and evaluations, administrative visits and emergency situations. Classroom visits by Administrators and department heads are encouraged and shall occur with minimal interruption to the educational process. Drop-in visits by district administration are not considered part of the evaluation procedures already in place in District #88.

4.4 Clerical Tasks

No Teacher will be required to organize and/or distribute instructional materials for a department or any division within a department. These duties will be performed by the department head or a voluntary delegate, and clerical help will be provided from the secretarial pool or by students for these duties.

The Board and the Union agree that Teachers shall not be required to collect money, or evaluate the physical condition of, or write receipts for textbooks, classroom materials, yearbooks, or for any other purpose. Teachers may be required to pass out and collect student textbooks and instructional materials that are provided in the classroom.

4.5 Academic Freedom

The Board of Education establishes the planned instructional program for the District. Teachers shall enjoy academic freedom, that is, the right to use their professional judgment in determining the learning materials to be used and the learning activities to be followed within the planned instructional program and within the parameters established by the Administration and/or the Board of Education.

4.6 Classroom Visits

Visits to the classroom, except by the department head and administrative personnel, shall be cleared through the principal's office and shall be limited in accordance with the adopted policy outlined in the "Supplement to the Instructional Objective: Free Inquiry."

4.7 Student Discipline

The Board and Union recognize it is necessary for Teachers to give careful attention to accurate and complete documentation of disciplinary cases. Teachers shall be responsible for reporting all essential information in all student discipline cases referred by the Teachers to the deans or the Administration.

4.8 Conference Period and Substitutions

The Board and the Union agree that a Teacher's conference period is part of the normal school day and that the Teachers should be able to devote this time to lesson preparation, professional conferences and other functions leading to effective teaching. It is acknowledged that the Teachers should not be asked to undertake tasks which would detract from the stated purpose of the conference period except on those occasions when the unavailability of a substitute Teacher requires the assistance of a certified person.

All Teachers, full-time and part-time, shall accept four (4) such assignments from the Administration yearly without additional compensation. For all such assignments beyond the basic four (4), the full time Teachers shall receive an hourly rate of compensation equal to the professional rate. The part time Teachers may elect to take period substitutions beyond the basic four (4) at the hourly rate of compensation equal to the published substitute Teachers' hourly rate. Every reasonable effort will be made to distribute assignments equitably by period.

Conference Period and Substitutions - continued

If a full-time or part-time Teacher has a previously scheduled conference or school or class related activity, he/she may ask the Administration to be excused from the assignment. The Teacher is expected to be in his/her respective building unless he/she has approval to be away from the building during that period.

4.9 Pupil/Teacher Ratio

The Board and the Union recognize that pupil/Teacher ratio has an important bearing on the quality of the educational program. The parties agree that class size should be maintained at levels commensurate with (1) what we may consider to be appropriate learning conditions, and (2) the degree to which the community will provide resources such as a qualified staff, adequate instructional facilities, and operating funds. Class sizes throughout the district shall be reasonably consistent.

4.10 Care of Property

The Board and the Union agree that Teachers are expected to exercise reasonable care in the use, storage, and accounting for instructional materials and equipment.

4.11 New Teachers Meetings

During the first year of employment, all Teachers new to the District shall be required to attend an unpaid New Teachers Orientation of up to three days; each day of said orientation shall be six (6) hours or its equivalent. Thereafter, said Teachers shall be required to attend additional meetings to be held during non-school hours for the purpose of problem-oriented discussions and presentations; said Teachers shall be compensated for attending said meetings at the Teacher Workshop rate specified in Appendix C. Arrangements and details of these meetings will be the responsibility of the principal, who will delegate appropriate members of the staff such as department heads, school psychologists and others to conduct the meetings. A Union representative will be given the opportunity to speak at one of these meetings.

4.12 Traveling Teachers

Preference for travel will be given to volunteers who meet the criteria for the available position. Teachers who travel between buildings as part of their daily assignment shall be entitled to the following rights and limitations on their work day while they are scheduled as traveling Teachers:

- A. They will receive mileage compensation at the Internal Revenue Service rate as established as of January 1 of each school year for all required travel between buildings.
- B. They will be required to attend parent meetings in each school unless they are on the same day.
- C. They will be assigned four (4) instructional periods and a resource period as assigned between the two buildings. A traveling Teacher who voluntarily accepts a fifth instructional period shall be paid a stipend of \$3,000 for such period.
- D. Chaperone assignments will be in one (1) school building unless otherwise agreed to by the Administration and the Teacher(s) involved.
- E. Coaching and/or sponsorship assignments shall be in the last school attended unless otherwise agreed to by the Administration and Teacher(s) involved.

Traveling Teachers - continued

- F. No Teacher shall be expected to attend department or faculty meetings in more than one (1) building when they are on the same day.
- G. They shall be covered by District #88 insurance while traveling between schools as a part of their assignment.

4.13 Personnel Files

- A. One (1) official Board file for each Teacher shall be in the district office; one (1) unofficial reference file for each Teacher shall be kept in the office of the principal.
- B. Every Teacher may have access for examination purposes, at reasonable times, to all of the material in his official Board file, except for the following confidential information:
 - (1) credentials provided by Teacher placement offices,
 - (2) letters of recommendation provided in confidence by persons inside or outside the school organization. Every Teacher may have access for examination purposes at reasonable time to the materials in his unofficial reference file pertaining to department heads' evaluation and other evaluations.
- C. A Teacher shall be notified when something of a critical or adverse nature is to be placed in the official Board or unofficial reference file. If the Teacher objects to the material, he/she shall have the right to have the material reviewed at the next level of Administration. If the material nevertheless is inserted, the Teacher shall have the right to add dissenting or explanatory material to the Board's official file and the unofficial reference file. In accordance with the law, a Teacher shall have the right to obtain a copy of all materials in his/her file.
- D. Neither the official Board file nor any of its contents shall be copied or otherwise made known to anyone without the Teacher's written permission either during or after employment in the school district, provided such file will be available to the Board, the Superintendent, the Teacher's building principal, or department head, or as may be required under state law, or by any court under a hearing agency order or subpoena.
- E. No school official or Administrator shall remove material from a Teacher's official Board file during employment of a Teacher by District #88 without written permission of the Teacher concerned. Obsolete or irrelevant material shall be removed from the file upon agreement between the Teacher and the Director of Learning Services.
- F. Only that material in the official Board file shall be used in any disciplinary action against the Teacher. When information is placed in an employee's unofficial reference file, it may be used in a disciplinary or remedial action if the employee is subsequently found to have engaged in similar conduct or to have similar performance issues that warrant discipline or remediation.

Personnel Files - continued

Under these circumstances, when information is deemed appropriate to include in the official Board file, the District may append earlier relevant documents contained in the unofficial reference file so that they become part of the official Board file, and these documents may be used in any disciplinary or remedial action to evidence that the employee had been warned about or had engaged in such conduct or performance in the past. The provisions of Article 4.13 and any other relevant provisions of the Union Agreement shall apply to such information once it is included in the official Board file.

The District agrees to maintain the confidentiality of the contents of such files consistent with the provisions of Article 4.13D that pertain to the official Board files.

4.14a Supervisor's Conference

An informal conference is intended to be utilized for the purpose of advising a Teacher of performance or conduct that, if allowed to continue, could result in a formal conference. At the start of the meeting the Teacher shall be advised that the meeting is an informal conference.

A Teacher shall be given written notice (by hand delivery, if practicable) at least two (2) days in advance of any formal conference with a supervisor or Administrator in which the following concerns are to be discussed: compliance with regulations, discharge of duties, conduct of instruction, or any issue from which immediate disciplinary action may result. Said written notice shall advise the Teacher of the subject of the conference and that the Teacher may, at his/her discretion, have present with him/her at this formal conference any Teacher of his/her choice available at the time scheduled for the formal conference.

In the event the Administrator in charge deems the incident an emergency that requires immediate attention, the two (2) day notice for a formal conference may be waived if the Teacher is notified prior to the conference that it will be a formal one.

Within two (2) school days after a formal conference, the Teacher will be provided with a summary statement. No other formal conference may be held prior to one (1) school day after the Teacher's receipt of the summary statement.

A formal conference that is of an investigatory nature may be suspended and reconvened at a reasonable date for the purpose of obtaining necessary additional information. When compliance with regulation, discharge of duty, conduct of instruction, or other issues do not merit disciplinary or remedial action a non-disciplinary letter of expectation may be written to meet the summary statement requirements.

These rights shall not be deemed applicable to general professional dialogue or to any conference to discuss a classroom observation or evaluation or to an informal conference.

4.14b Parent Complaint Language

Parents having a concern/complaint involving a member of the teaching staff should first discuss the matter with the teacher. If the concern is not resolved satisfactorily, subsequent conferences may be held in the following order:

- A. A conference including the department head with the parties involved.

Parent Complaint Language - continued

- B. A conference including the responsible administrator and the parties involved.
- C. A conference including the principal and the parties involved.

When a certified staff member is being investigated the Union leadership will be notified at the start of the investigation. The Union president will give an acceptable list of at least two members at each building to contact at the beginning of the year.

4.15 Professional Conferences

Each year Teachers shall be encouraged to attend professional conferences, conventions, and workshops approved by the Administration.

Arrangements for reimbursements shall be agreed upon in advance and may include travel, direct conference expenses, lodging, and meals.

4.16 Verification of Employment

Upon request, a building principal and department head shall each furnish to the chief officer of another school or to other prospective employers a verification of the Teacher's employment.

4.17 Parent Meetings

Three (3) evening parent meetings can be held during the school year. These meetings may include: parent conferences, open houses, or other parent/Teacher informational meetings. All Teachers will participate. Meetings required to fulfill this responsibility shall be announced to Teachers at each building within the first two (2) weeks of each school year.

Open House/Parent Conference

If the time needed to conduct an Open House or Parent Conference Day extends beyond the contracted work day (7 1/3 hours), that day will be shortened by the equivalent of one (1) class period.

When a Parent Conference is held on an inservice/institute day, the normal workday will be shifted to accommodate evening conferencing.

4.18 Professional Dialogue Committee

A professional dialog committee will consist of five (5) members appointed by the Union and five (5) appointed by the Board, plus other participants as relevant to the topics of discussion. An agenda will be set by the Union president and the Superintendent prior to the meeting. If other participants are to attend, the Superintendent or Union president will notify the others in advance of the meeting. The committee will meet at least once each marking period. Either the Superintendent or Union president may call additional meetings at mutually agreeable times. Minutes of each meeting will be reviewed for approval at the following meeting.

The primary focus of the committee will be problem solving and dialogue with respect to implementation of the contract, compensation, and working conditions. Generally issues of a building nature will be brought to the committee only after being raised at the building administrative level. While the focus of the committee will not be formal bargaining, negotiations in good faith under Section 3.13 of the contract are not precluded. Any tentative agreements reached will be recommended to the Union and the Board of Education for ratification.

Professional Dialogue Committee - continued

Formal Letters of Agreement and Memoranda of Understanding between the Union and Administration that have been ratified and adopted by the Union and the Board may be used to resolve contract interpretation issues until the next contract negotiations.

ARTICLE V – Assignments, Vacancies, Transfers

5.1 Teacher's Work Day

Normal days of classes (Monday through Friday) shall consist of seven and one-third (7 1/3) consecutive clock hours. All time above seven and one-quarter (7 1/4) hours will be unassigned. No working day shall begin before 7:30 A.M.

The normal daily load for each Teacher shall be five (5) instructional periods and an additional Student Resource Period assignment of no more than thirty-five (35) minutes. The resource period is non-instructional and non-graded. Teachers are not required to do additional planning for this period. Administration cannot conduct formal observations of the Resource Period for purposes of the evaluation cycle. Teacher responsibilities during the Resource Period are outlined in the letters of agreement at each building. The specific Resource Period program design will take place in each building in order to complement each school's unique needs. The building administration of each school will work with a union team on the details of the resource period program design monthly for the first year of implementation. The Resource Period program will be an on-going agenda item for the Professional Dialogue Committee throughout the term of this contract.

An additional clock hour may be used only for participation in faculty meetings, department meetings, or period by period staff development as called by the Administration, department head or committee head. Such meetings shall be announced with at least three (3) school days' notice. These meetings shall not exceed one (1) every two (2) weeks or its equivalent throughout the school year. Meetings will be a standing item at PDC meetings.

5.2 Additional Assignments

The Board and the Union agree that assignments beyond regular classroom duties and departmental service are essential to the successful operation of a total school program within a comprehensive high school. To assure that reasonable limitations will be observed in assignment of duties and responsibilities beyond classroom assignments and departmental service, Teachers should expect possible assignments to include the following, equitably distributed:

- A. One (1) extra-curricular responsibility, such as a club sponsorship or other student activity.
- B. Participation on curriculum, personnel, or policy committees directly related to the educational program.

Additional Assignments - continued

- C. A maximum of two (2) assignments as chaperone for graduation exercises, art, drama, or music events which involve student participation in the evenings or on a Sunday afternoon during the regular school year.
- D. No Teacher shall be assigned to supervise the student cafeteria during lunch hours without the Teacher's consent.

Teachers are encouraged to attend several school events during the school year. In addition, certain understandings are essential with regard to non-classroom supervision for pupil control. Reasonable expectations for Teachers non-classroom supervision should include:

- A. At any time during the normal school day, Teachers will be responsible for supervising student conduct throughout all school property.
- B. Teachers shall be responsible for the supervision of students during assemblies or similar large-group gatherings in the regular school day, except during conference periods or lunch periods.

Teachers performing supervisory assignments not covered above will be compensated according to the established hourly rate of pay for non-professional tasks.

5.3 Scheduling

The Board will endeavor to provide Teachers with a schedule which best meets the academic needs of the students. In the event the Administration assigns a Teacher more than three different classroom preparations, or more than three consecutive academic teaching periods, or classes in more than two classrooms, the Teacher may schedule a meeting with the Teacher's department head to discuss the assignment. If the Teacher is not satisfied, a meeting with a building Administrator may be requested. The Administration may modify the assignment or may implement the assignment which was originally presented to the Teacher, after considering if a reasonable accommodation which best serves the needs of the Teacher and students for the class(es) involved is available.

5.4 Notice of Assignment

All bargaining unit assignments shall be made on an annual basis. A Teacher shall be notified annually in writing of the Teacher's tentative teaching assignment at least forty (40) days before the beginning of the school year. The tentative teaching schedule will be mailed to each Teacher no later than fourteen (14) days prior to the start of school. Whenever practicable, concerns regarding Teachers schedules will be given to the building Administration at least seven (7) days prior to the opening of school.

5.5 Posting of Vacancies

Teacher vacancies shall be publicized to the staffs of the District #88 schools by e-mail announcing that a vacancy exists and that more detailed information regarding such a vacancy has been posted on the District #88 website. Such notices shall occur as far in advance of the date of filling such vacancy as possible (ordinarily at least five (5) school days).

If such vacancy occurs after the close of schools in June and before they reopen in the Fall, the position shall be filled at any time an appropriate candidate becomes available, without regard to the time involved.

Posting of Vacancies - continued

Vacancies shall be filled on the basis of personal and professional qualifications as defined by the ISBE, and as determined by the Administration. Securing the most qualified candidate for a position shall be the prime concern. Where qualifications are substantially equal, preference shall be given to qualified personnel currently employed by District #88.

Opportunities for extra service, such as evening school vacancies and newly created Teacher positions, shall be announced as described above.

5.6 Transfer

A transfer is defined as a change in the teaching assignment of a Teacher from one (1) school to the other.

When a transfer of a Teacher to a given building is necessary to meet departmental needs or to fill a vacancy, notification of all District staff shall be given to afford the opportunity for any Teacher to apply for a voluntary transfer. Preference for a transfer will be given to a volunteer who is qualified and acceptable for the available position. If there are no qualified and acceptable applicants for voluntary transfers, involuntary transfers may be made.

In departments with five (5) or more members, Teachers in the top 25% of the department based on seniority shall be protected from transfer. In the event that only one Teacher in such a department is qualified and acceptable for transfer, that Teacher shall not be protected from transfer. Seniority shall be based on the total number of years of continuous service in the district. Continuous service shall not be deemed interrupted by leaves of absence or honorable dismissal periods prior to recall.

In departments with fewer than five (5) members, no Teacher shall be protected from transfer.

A Teacher may be transferred only once in a five (5) year period, except by mutual consent of the Teacher and the Administration.

When a transfer of a Teacher becomes necessary, the Administration will consult with the heads of the affected departments in each school. Once a Teacher to be transferred is identified, the Teacher will be notified by means of a private conference with the principal before it is announced.

5.7 Overload

No Teacher will be asked to accept a sixth (6th) class if a qualified part-time Teacher is available and acceptable for the assignment.

5.8 Summer School

Teachers shall be selected for summer school teaching assignments according to a uniform directive prepared by the summer school directors and approved by the Superintendent's Leadership Council. Assignments shall be administered as equitably as possible. Summer school vacancies shall be announced and posted as described in Section 5.5.

ARTICLE VI – Reduction in Force

Any reduction in personnel shall be in compliance with Section 24-12 of the School Code of Illinois, as amended ("School Code"). Honorably dismissed Teachers with recall rights under the School Code shall be recalled pursuant to Section 24-12 of the School Code for any vacancies for which the Teachers are legally qualified. The Teachers shall be notified of the vacancies for which they are qualified, by registered or certified mail, at their last known address. Upon receipt of the letter of notification, a Teacher shall have ten (10) days to inform the Board whether or not the position will be accepted. Failure to respond within this time limit will result in termination of employment rights within the District. Recall and re-employment rights otherwise shall continue as set forth in Section 24-12 of the School Code. A Teacher may continue in the major medical insurance plan during the recall and re-employment period by paying the full premium, subject to approval of the carrier.

It is the responsibility of a released Teacher to notify the District of any change in his/her legal qualifications.

Upon return to teaching services in District #88, a recalled Teacher shall be placed on the salary schedule at the lane and step to which such Teacher is entitled on the basis of any intervening training and experience. If there are no changes in status, the Teacher will resume on the lane and step to which that Teacher would have been entitled the year following his/her honorable dismissal.

Any Teacher honorably dismissed shall be given priority in substitution in the District.

This Reduction in Force Policy will remain in effect only for the duration of this Agreement.

ARTICLE VII – Grievance procedure

7.1 Definition

A grievance is defined as an alleged violation or an alleged wrongful application of a specific article or section of this Agreement. An individual Teacher may present a grievance and have the grievance adjusted without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement. Nothing contained herein shall be construed to prevent any individual Teacher from (1) informally discussing a complaint with his immediate superior or (2) processing a grievance in his own behalf in accordance with the grievance procedure, hereinafter set forth. Grievances will be presented in the manner set forth in Section 7.2 below.

7.2 Procedures

- A. Any Teacher who believes he/she has a grievance, or the Union if it believes it has a grievance which involves more than one (1) Teacher, shall present a statement of grievance in writing to the building principal with copies to the local Union chair and the Superintendent. The "Statement of Grievance" shall:
 - 1. name the Teacher involved,
 - 2. shall state the facts giving rise to the grievance,
 - 3. shall identify by appropriate reference all the provisions of this Agreement alleged to be violated,

Procedures - continued

4. state the contention of the Teacher and of the Union with respect to those provisions, and
5. indicate the specific relief requested.

Any such grievance shall be presented within fourteen (14) school days after the occurrence of the event giving rise to the grievance. A meeting shall then be set to occur within five (5) school days following the presentation of the grievance. Among those eligible to be present at such meeting shall be the aggrieved Teacher, a representative of the Union, the building principal and one of his/her assistants. The principal's answer shall be given in writing to the grievant with a copy to the local Union chair within five (5) school days following said meeting.

A grievance considered to be a district-wide issue will be presented to the building principal with the request that the grievance go directly to the Superintendent for appropriate action. The principal will comply, and if the Superintendent agrees that the grievance is a district-wide issue, he/she will proceed with Step B of this procedure; if the Superintendent believes that the grievance should begin with the building principal, he/she will ask the principal to begin Step A of the grievance procedure.

- B. If the grievance is not settled satisfactorily as provided in Step A above, the written appeal shall be submitted to the Superintendent by the Teacher or Union within seven (7) school days after receipt of the answer in Step A. A meeting shall be held within seven (7) school days at which the Superintendent, and another staff member chosen by the Superintendent (other than the principal from whom the grievance had been appealed), the Union representative and the grievant shall be present. An attempt shall be made formally to resolve the grievance at said meeting but, in any event, the Superintendent's answer shall be given to the Union within seven (7) school days.
- C. If the grievance is not settled satisfactorily as provided in Step B above, the Union may appeal in writing to the Board within seven (7) school days following the Superintendent's answer in Step B above. The Board shall hear the grievance at the next regularly scheduled Board meeting, or the Board may schedule a special Board meeting to hear the grievance at a mutually agreed upon time and will render its decision no later than seven (7) school days thereafter.
- D. If the grievance is not resolved satisfactorily in Step C and the Union desires further appeal, the Union may appeal in writing to the Board within ten (10) school days thereafter requesting impartial, binding arbitration. The Board and the Union jointly will then within ten (10) school days request the American Arbitration Association to provide a panel of arbitrators. Each of the two (2) parties will alternately strike one (1) name at a time from the panel until one (1) name remains. The party to strike the first name will be determined by the flip of a coin. The remaining name will be the Arbitrator. The Arbitrator's authority shall be specifically limited to an interpretation of a specific provision, or provisions, of this Agreement as applied to the facts of the written grievance involved. The Arbitrator shall have no power to alter, amend, modify, add to or subtract from the provisions of this Agreement.

Procedures - continued

The decision of the Arbitrator will be accepted as final by both parties and both will abide by it. The fees and expenses of the arbitration shall be shared equally by the parties. All other fees, expenses and costs shall be borne by the party incurring such.

The Union may not present any material, allegation, or remedy that was not presented in 7.2B.

7.3 Time Limits

A grievance must be filed and appealed within the time limits set forth above. The school year is defined by the calendar submitted to the State Board of Education and includes actual days of attendance, institute days and emergency days. A school day is defined as a day the district office is open for business during the school year. Exceptions to the school day time limits must be mutually acceptable to the Board and Union. If the grievance is not filed and appealed within the time limits set forth above, it shall be considered waived or settled on the basis of the last answer given. If the Board does not give its answer within the time limits set forth above, the grievance shall be considered automatically appealable to the next step of the Grievance Procedure.

It is understood that, with the written agreement of both parties, the time limits specified in this Grievance Procedure may be extended or waived.

7.4 Grievance Meetings

The Superintendent or representative shall preside as chairman of all grievance meetings. All meetings pursuant to the above Grievance Procedure prior to Board level shall occur during both the Teacher's and the local Union representative's normal working hours and shall be set for mutually agreeable times. Exceptions to the foregoing time schedules shall be made by mutual agreement in the event that extended grievance discussions result in the Teacher's continued absence from class.

7.5 Other Remedies

Grievance Procedures provided in the Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to the Teachers by law.

ARTICLE VIII - Leaves

8.1 Unpaid Advanced Study, Foreign Teachers, Exploratory Leaves

Leaves of absence may be granted to Teachers with at least three (3) years of service in District #88. Leaves may be granted for the following school year upon written application received by the district office by February 1 and approved by the Board. (Only in extraordinary circumstances will the February 1 requirement be waived.) They are for one (1) year, but may at the discretion of the Board be renewed for not more than one (1) additional year. If the year of absence is for exploratory leave (to engage in another pursuit) or advanced study, the year shall not be counted for advancement upon the salary schedule, since there may be advancement as a result of earning additional credits or a higher degree. However, a year spent on leave under a scholarship or fellowship, such as the National Science Foundation Program in Mathematics, or Science, or the John Hay Fellowship Program, may be counted. Counted also would be a year of teaching on foreign assignment.

Unpaid Advanced Study, Foreign Teachers, Exploratory Leaves - continued

A leave of absence granted for advanced study, exploratory leave, or foreign teaching is not considered a termination of employment, and a person on approved leave shall return with an assignment as nearly equivalent as possible to that occupied in District #88 before the leave.

A Teacher must state in writing, on or before February 1 of the academic year in which the leave occurs, his or her desire to return to District #88. The failure of the Teacher to timely notify the Board of his/her intention to return to duty upon the expiration of the leave may be treated by the Board as a resignation from the District and a relinquishment of all rights of re-employment.

8.2 Parental Leave for Child Rearing

Employees shall be entitled to any and all benefits for which they are entitled under the terms and provisions of the Family and Medical Leave Act (FMLA) and its duly implemented regulations. The District Office will regularly send out notices to the membership when changes occur to FMLA.

A Teacher may be eligible for one or more of the following leaves, depending on his/her particular facts and circumstances. A Teacher may choose any option for which he/she is eligible. Eligibility determinations shall be made by the Administration on a case-by-case basis.

- A. Paid sick leave pursuant to Section 8.8.
- B. Leave pursuant to the *Family and Medical Leave Act of 1993*, in Section 8.9.
- C. Extended (Unpaid Parental Leave) without pay or other benefits, subject to the following conditions:
 - 1. The Teacher has not chosen to take paid sick leave or leave pursuant to the *Family and Medical Leave Act of 1993*.
 - 2. All requests for such leaves must be submitted in writing to the Superintendent at least one (1) month prior to the beginning date of the leave unless circumstances shall require the leave to begin sooner. A Teacher may commence the leave at any time during her pregnancy, but no later than when she becomes physically incapable of performing her duties.
 - 3. The duration of the leave shall be for the remainder of the school year in which it is granted, plus up to one (1) additional school year in grading period increments.
 - 4. The position occupied by the Teacher shall not be declared vacant upon the granting of the leave under this section, provided the Teacher returns in accordance with subsection C.5 below. The returning Teacher need not be assigned to the same building, classes or classroom as before the leave.
 - 5. A Teacher must state in writing, on or before February 1 of the academic year in which the leave occurs, his or her desire to return to District #88. The failure of the Teacher to timely notify the Board of the Teacher's intention to return to duty upon the expiration of the leave will be treated by the Board as a resignation from the District and a relinquishment of all rights of re-employment.

8.3 Unpaid Personal Leave of Absence

The Board recognizes that occasional personal obligations in the lives of Teachers make it advisable to establish a provision for these occasions through a basic policy for leave of absence without pay. Authorization for absences of this nature will be administered by the District Assistant Superintendent for Educational Services with the approval of the Board. In general, emergency or personal leave is predicated upon the concept that the occasion for the leave request stems from circumstances beyond the control of the Teacher.

A Teacher must state in writing, on or before February 1 of the academic year in which the leave occurs, his or her desire to return to District #88. The failure of the Teacher to timely notify the Board of his/her intention to return to duty upon the expiration of the leave may be treated by the Board as a resignation from the District and a relinquishment of all rights of re-employment.

8.4 Paid Emergency/Personal Leave

The Board recognizes that occasional emergency/personal obligations in the lives of Teachers make it advisable to establish a provision for these occasions through a basic leave policy. Emergency/personal leave shall be granted for personal business. Personal leave days must be arranged with the proper Administrator.

Three (3) emergency/personal leave days shall be granted annually to each teacher for personal business.

Emergency/personal leave days may not be used during the first two (2) or last two (2) weeks of the school year, institute days, nor immediately preceding or following a school holiday, school vacation, institute day, or other teacher non-attendance day as provided on the official school calendar. Emergency/personal leave days shall not be available for use during a work stoppage of any kind nor for any activity which shall result in taxable income to the teacher.

Emergency/personal leave days shall be immediately available for use as sick leave and unused emergency/personal leave days shall, at the end of each school year, accumulate as unused, available sick leave.

8.5 Paid Jury Duty

In the event that a Teacher is required to perform jury duty, the Teacher shall be compensated by the District for each day served on jury duty in an amount equal to his/her full pay as a Teacher of the District. The Teacher shall receive full pay from the District for those days of jury duty which coincide with days during which the schools are in normal operation, and the Teacher, in turn, shall reimburse the District for each day served on jury duty an amount equal to the daily remuneration (excluding money received for mileage or meals) received by the Teacher for his/her services as a jury member on those days.

8.6 Military Leave

Teachers called or mobilized to active military duty are considered on leave from their positions until said Teachers are discharged or return from such active duty, upon such terms and conditions and with such benefits as are required by applicable law. Notification of intent to return to positions with District #88 must be made within ninety (90) days following their discharge or return from such active duty.

Military Leave - continued

Salary status shall be determined as though the Teacher has actually remained on the staff, and he/she will suffer no loss of salary status as a result of the absence for such active military duty. Teachers called to such active military duty shall advise their building principal as soon as practicable.

8.7 Leave with Limited Pay to Pursue an Approved Project

On recommendation of the Superintendent, the Board may permit Teachers to take a leave for the purpose of self-improvement and benefit to the school system through advanced study, research and development, a planned program of travel, or significant foreign professional service. Generally, no more than two percent (2%) of the faculty may be granted leaves in any one (1) year.

- A. To be eligible, the Teacher must have completed at least five (5) years of full-time employment in District #88 immediately preceding the leave with pay. Except in extraordinary circumstances, the Teacher must submit the request to the Superintendent or designee in writing no later than February 1 of the academic year immediately preceding the year for which the leave is requested.
- B. The activities or services to be performed, the specific time involved (up to one (1) year), and the compensation rate shall be established by the Superintendent or designee, in consultation with the Teacher.
- C. Teachers on such leave shall be allowed to continue to participate in all current fringe benefit programs for which they are eligible under the same conditions as other full-time Teachers.
- D. Annual compensation will range from one-fourth (1/4) to one-half (1/2) of the Teacher's base salary for the last year of full-time teaching. Teachers will be paid under the same conditions as other full-time Teachers. Payment is contingent upon satisfactory progress in the project as previously approved by the Board. The amount will be pro-rated if the leave is granted for a period of less than one (1) school year.
- E. The Teachers on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted.
- F. The Teachers shall receive normal credit towards advancement on the salary schedule under the same conditions as other full-time Teachers.
- G. Before a leave is granted pursuant to this Section, the Teacher shall agree in writing that if, at the expiration of such leave, said Teacher does not return to the District for at least one (1) school year after the leave, all sums of money received from the Board during the leave will be refunded to the Board unless illness or incapacity prevents the Teacher's return.

8.8 Sick Leave

A Teacher who is absent because of illness or injury will be granted pay for such absence in accordance with the following terms and conditions:

Sick Leave - continued

- A. Beginning with the 2011-2012 school year, each teacher will be granted sick leave based on the following formula:

A teacher with up to fifteen (15) years of continuous service in District 88 shall be entitled to a total of fifteen (15) sick days per year. A teacher with 16 sixteen (16) or more years of continuous service in District 88 will receive nineteen (19) sick days per year.

Unused sick leave shall accumulate up to a maximum of four hundred (400) days. "Sick leave" shall be interpreted to mean leave taken without a loss of pay due to personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption.

"Immediate family" shall have the same meaning as that term is given in Section 24-6 of the *School Code*, as amended.

- B. If a Teacher is absent for more than five (5) consecutive school days, the Teacher shall submit a statement from a physician licensed in Illinois to practice medicine in all of its branches (or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith who has treated the Teacher) certifying the nature of the illness and the fact that the Teacher is unable to resume his or her teaching duties.
- C. Any Teacher who is absent more than five (5) consecutive school days or who has an established pattern of absenteeism may be required upon his or her return to present to the personnel office a physician's certificate of his or her fitness to return to duty. Any Teacher who is absent may be required to submit to an examination by a physician chosen by the Board in order to determine the extent of the illness causing the absence and to determine the fitness of the Teacher to return to duty. The cost of such examination shall be paid by the Board.
- D. The term "days", as used in this section means working days during the school year.
- E. If a Teacher sustains an injury in the course of his or her employment, either within the District or outside the District, said Teacher's recovery under this section shall be reduced by any workers' compensation insurance benefits received by the teacher.

8.9 Sick Leave Bank

The Board and the Union shall establish a Sick Leave Bank to be administered by the Union. The Union shall establish rules for the implementation of the Bank which supplement and are not inconsistent with the following provisions:

- A. All teachers shall participate in the Sick Leave Bank. To establish the Bank, full-time teachers must make an initial donation of two (2) sick leave days. Part-time teachers shall contribute one (1) sick leave day.

Sick Leave Bank - continued

- B. Upon depletion of his/her regular accumulated sick leave, a teacher will receive his/her regular salary minus the cost per day for a substitute teacher for a period of a total of ten (10) days prior to eligibility for use of the Sick Leave Bank.
- C. No teacher will be able to withdraw days from the Sick Leave Bank until his/her own accrued sick leave days have been depleted; the ten (10) days as listed above have been used; and a request has been presented for Sick Leave Bank withdrawal accompanied by a doctor's written verification of the teacher's inability to perform his/her essential job functions. The granting of Sick Leave Bank withdrawal will be effective as of the date of eligibility as indicated on the request and verification. Recurring absences due to the same illness or disability do not have to be consecutive.
- D. The Sick Leave Bank shall be applicable only to teacher illness or accident and is not to be used for maternity leave, leave of absence, or sabbatical leave. Further, the Bank may be used for illness defined as pregnancy as required by Federal Law.
- E. The Union will ensure a sufficient number of days in the Bank at all times to permit all eligible teachers to draw from in accordance with the terms of this Section. Once the number of days in the bank falls below fifty (50) each teacher will donate an additional day to the bank.

Each teacher will be eligible to receive a maximum of ninety (90) days from the Sick Leave Bank during the entirety of his or her employment with the District. The teacher's accumulated leave in the Bank shall not be reduced unless actually used.
- F. The Union will make a semester report to the Superintendent concerning days contributed to the Bank and all days withdrawn from the Bank.
- G. Neither the Union nor any teacher shall hold the Board, its officers, employees and/or representatives liable for any decisions made by the Union. The Union agrees to hold harmless the Board, its officers, employees, and/or representatives for any claim, damages, or legal actions regarding the Sick Leave Bank.

8.10 Family Medical Leave (FMLA)

Employees shall be entitled to any and all benefits for which they are entitled under the terms and provisions of the Family and Medical Leave Act (FMLA) and its duly implemented regulations. The District Office will regularly send out notices to the membership when changes occur to FMLA.

Teachers who have been employed by the Board for at least twelve (12) months shall be eligible for medical and/or family leave in accordance with the provisions of the federal *Family and Medical Leave Act of 1993*. Such leave shall be unpaid unless accumulated sick or personal leave is available to a Teacher. An eligible Teacher is entitled to up to twelve (12) work weeks during a twelve (12) month period for the following purposes:

Family Medical Leave (FMLA) - continued

- A. The birth of a child and to care for the newborn child, provided leave is taken no later than twelve (12) months after the birth of the child;
- B. The placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
- C. The care of the Teacher's spouse, child or parent with a serious health condition, or
- D. The treatment of a serious health condition that makes the Teacher unable to perform the functions of the job.

The Teacher shall provide thirty (30) days notice to the Superintendent, or his/her designee, before a foreseeable FMLA leave is to begin based upon the expected treatment. If thirty (30) days notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the Teacher shall also advise the Superintendent, or his/her designee, of the reasons why the leave schedule is necessary, and of the schedule for treatment.

During an FMLA leave, the District will continue to provide insurance benefits for a Teacher on the same terms and conditions as the insurance benefits would have been provided if the Teacher had continued in employment continuously for the duration of the leave. In addition, a Teacher who applies for an FMLA leave will be given a copy of the formula used to calculate how his/her salary may be prorated or otherwise affected as a result of the leave.

In the event the *Family Medical Leave Act of 1993* is repealed, then this section shall, as of the date of repeal, no longer be in force and effect.

ARTICLE IX – Compensation and Fringe Benefits

9.1 Index and Compensation Schedules

The index set forth in Appendix A, attached and incorporated herein, shall be used to compute Teachers' compensation. The compensation schedules are attached and incorporated herein in Appendix B.

2011-2012 Salary will be 0% on the base plus step and lane increases as per contract. Teachers at the top of the scale would receive a \$1000 longevity stipend added to their salary.

2012-2013 Salary will be 0% on the base plus step and lane increases as per contract. Teachers at the top of the scale would receive a \$1000 longevity stipend compounded from their salary from 2011-2012.

9.2 Pay Dates

Teachers' salary payments shall be made semi-monthly over either a ten (10) or twelve (12) month period as elected by the Teacher before the date specified in the District's election form.

Pay Dates - continued

A Teacher's election shall be irrevocable and shall begin with the school year for which it is selected, and will remain in effect thereafter unless changed by a new written election. Teachers who do not submit a timely and proper initial election shall be paid semi-monthly over ten (10) months. Payroll checks will be distributed on the 15th and last day of the month, beginning with the August 31 paycheck, except when these established dates for payment fall on non-school days in which case the paychecks will be distributed on the last workday preceding these non-school days. All Teachers will receive the balance of their payroll on Teacher checkout day in June. The District reserves the right to combine the remaining checks into one (1) check.

9.3 Tuition Reimbursement and Salary Schedule Advancement

Teachers regularly employed by District #88 shall be eligible for reimbursement by the Board to the extent indicated below for tuition costs and delivery fees associated with the earning of college credit beyond the Bachelor's degree only for District approved curriculum/courses.

- A. For District approved curriculum/courses, the rate of reimbursement shall not exceed \$200 per semester credit hour. All courses must be pre-approved by the Professional Growth Committee. Courses for Teachers who are knowingly in their last year of employment with the district will not be pre-approved. Teachers on leave of absence and enrolled in pre-approved programs of study will be reimbursed for a total of thirty (30) semester hours of course work. No semester hours earned in one fiscal year may be carried over to the next fiscal year.
- B. Regularly employed part-time, non-tenured Teachers will receive tuition reimbursement for District approved curriculum/courses on a prorated basis. Part-time tenured Teachers will receive the same tuition/salary scale advancement as full-time Teachers.
- C. All courses must be pre-approved for reimbursement and salary schedule credit by the Professional Growth Committee using the following guidelines:
 - 1. Courses that are related to the Teacher's current instructional assignment(s) and/or professional growth as an educator.
 - 2. Courses that lead to an additional degree or certification.
 - 3. Courses in areas that are recommended by the District. Notification of such courses will be publicized.
 - 4. Teachers who have reached Scale III can submit to the Professional Growth Committee, with written rationale, up to six (6) graduate semester hours in courses that relate to classroom or extracurricular assignments but do not qualify in guidelines 1-4 listed above. This can be accomplished at a rate of no more than three (3) hours per lane.

All undergraduate and graduate semester hours shall be earned at institutions which are accredited by the North Central Association (NCA) of Colleges and Schools or its affiliate and/or by the National Council of Accreditation of Teacher Education (NCATE).

Tuition Reimbursement and Salary Schedule Advancement - continued

If foreign university/college credit is earned at a university not affiliated with the North Central Association (NCA) and/or the National Council of Accreditation of Teacher Education (NCATE), then the Teacher shall work with the chairperson of the Professional Growth Committee in submitting the appropriate transcript to an NCA or NCATE school for evaluation and acceptance of those credits. Such evaluation shall not be construed as assignment of domestic credit.

The Master's degree and the Doctorate degree shall be earned at institutions which are accredited by the North Central Association (NCA) of colleges and Schools or its affiliate and/or by the National Council of Accreditation of Teacher Education (NCATE).

Programs and courses extending beyond August 2011 that have already been approved as of the April 19th, 2011 Professional Growth Meeting will be honored for purposes of tuition reimbursement throughout the duration of the contract.

- D. To advance from Scale II to Scale III a Teacher shall have completed the earned Master's degree in an area approved by the Professional Growth Committee.

To advance each lane of the salary schedule a Teacher must successfully complete at least two (2) additional semester hours of said District- approved curriculum.

The formula to determine semester hour credit shall be one (1) Internal University credit equals one (1) semester of graduate credit.

"District-approved curriculum/courses" means Internal University 88 courses or graduate programs and coursework approved by the administration through the Professional Growth Committee in each of the following areas: curriculum, assessment, instructional strategies, technology, behavior intervention, social emotional learning, cultural competence, connecting with parents, ESL, SPED differentiated instruction/instructional strategies and exceptional child/at-risk students.

A minimum of five (5) courses will be offered each semester and summer beginning in the fall of 2011. All District Approved Curriculum/Courses will be made available to the staff throughout the year, as of July 1, 2011, and all subsequent years beginning April 1st.

- E. Tuition for District Approved Curriculum/Courses will be reimbursed after official transcripts and proof of payment have been submitted to the District Office. A grade of "B" or better or a "pass", if a pass/fail course is offered, must be earned to qualify for tuition reimbursement and movement on the salary schedule.
- F. Credit for salary advancement will be given for inservice courses sponsored by the Board of Education with District financial support, but such courses are excluded from additional tuition reimbursement.

Tuition Reimbursement and Salary Schedule Advancement - continued

- G. For salary adjustments to be requested for the fall semester credits must have been earned or Master's degree completed before September 1. If the credit is earned or the degree completed after September 1, but before February 1, of a school year, salary adjustment will be made for the second half of the year.

The final date that the advanced credit can be submitted for payroll adjustment in the current school year will be April 15. Credits submitted after April 15 will not be recognized for payroll adjustment until the following school year and the adjustment will not be retroactive.

- H. It is the Teacher's responsibility to notify the Personnel Office when eligible for a lane change. The Personnel Office will verify the movement on the salary scale.

9.4 Equivalency Credit

Travel, work experience, workshops, conferences, conventions, and seminars for which equivalency credit is requested must be pre-approved by the Professional Growth Committee. A maximum of eight (8) hours of equivalency credit can be applied beyond Scale III.

A. **Travel** - Must be Pre-approved

1. One (1) hour equivalency credit will be granted for each pre-approved travel experience. A minimum of one week of travel is necessary to generate one hour of credit.
2. Travel must be directly related to the Teacher's professional assignment(s) and be different from past approved experience.
3. A written proposal must be submitted to the Professional Growth Committee prior to the travel experience. The proposal must include:
 - a. Location of travel including length of experience.
 - b. Description of how this travel experience relates and will benefit the Teacher in his/her professional assignment.
4. Upon return from the travel experience, documentation is required to be submitted to the Professional Growth Committee. Examples would include a travel journal, slide presentation, video tapes, etc.
5. Final approval of the documentation by the Professional Growth Committee is required before credit will be granted.

B. **Work Experience** - Must be Pre-approved

1. Work experience (excluding teaching experience) must be directly related to professional assignment(s) and be different from past approved experience.

Work Experience - continued

2. A written proposal must be submitted to the Professional Growth Committee which names the employer, describes the work experience and explains how this work experience will enhance teaching techniques.
3. Two (2) hours equivalency credit will be granted for each pre-approved work experience with one hundred (100) clock hours of work verified by the employer.
4. Upon completion of the work experience a journal of work activities must be submitted to the Professional Growth Committee.
5. Final approval of the documentation by the Professional Growth Committee is required before credit will be granted.

C. **Workshops, Conferences, Conventions, Seminars** - Must be Pre-approved

1. A written proposal must be submitted to the Professional Growth Committee prior to attendance. This proposal must include a schedule of activities to be attended.
2. The experience must be directly related to the professional assignment(s).
3. If attendance at a professional conference, convention, etc. occurs on a school day during the school year, or if there is any reimbursement and/or release time, no part of the activity qualifies for equivalency credit.4. Union conferences, conventions, etc. do not qualify for equivalency credit.
4. Union conferences, conventions, etc. do not qualify for equivalency credit.
5. Upon return from the conference, etc. written documentation will be submitted to the Professional Growth Committee explaining the manner in which attendance at the conference will benefit the Teacher in the classroom.
6. Final approval of the documentation by the Professional Growth Committee is required before credit will be granted.
7. One credit hour will be earned for each 15 hours of documented professional activities.

9.5 Professional Growth Committee

A. The Professional Growth Committee will pre-approve:

1. Equivalency credit.
2. All coursework.
3. Programs of study for Teachers on an uncompensated leave of absence.

Professional Growth Committee - continued

- B. The committee will consist of four (4) Teachers appointed by the Union and four (4) members of the Administration. A vote can only be taken when all members are present or when three (3) Teachers and three (3) Administrators vote. Voting members will be determined at the beginning of the meeting. If a proposal does not receive approval by majority vote, the Teacher will be provided with reasons. The Teacher may resubmit the proposal for consideration at the next regularly scheduled meeting.
- C. The committee shall meet a minimum of four (4) times yearly. By no later than September 15th of each school year, the committee will establish and post its meeting schedule for the school year on the District website; this schedule may be periodically updated throughout the school year.

9.6 Vandalism, Parking and Assault

The Board shall make every reasonable effort to provide safe, secure, and adequate parking areas for Teachers. During the normal school day, frequent patrol or surveillance will be kept of the parking lot(s).

Any case of assault upon a Teacher shall be promptly reported to the Board or the Superintendent. In accordance with applicable provisions of the *School Code*, the Board shall provide indemnification and protection against claims and suits.

9.7 Special Assignment Stipends

Compensation for special assignments shall be paid pursuant to Appendix C which is attached and incorporated herein.

9.8 TRS Payment

The amounts shown in Appendices B and C include the Board's payment of the Teacher's contribution to the Illinois Teachers' Retirement System equal to nine percent (9%) of the stated amount.

The Union and each Teacher shall defend and hold harmless the Board and its agents and employees with respect to payment of said nine percent (9%) to the Illinois Teachers' Retirement System.

If the Internal Revenue Service or a court of competent jurisdiction shall hold that the Board lacks authority to make such payments, or that such payments are not properly excludable from income, the Board shall promptly commence withholding federal and state taxes from such payments.

9.9 Retirement

The retirement program described in this section will be available only during the 2011-2012 through 2012-2013 school years for Teachers who satisfy all of the following eligibility requirements: have at least ten (10) years of full-time employment as a teacher in the District; are at least fifty-five (55) years of age on their effective retirement date; do not participate in the TRS Early Retirement Option ("ERO"); and, whose retirement will not require the Board's payment of any additional or one-time contribution to TRS.

Retirement - continued

The Teacher must submit a written request to retire to the Board of Education up to six (6) school years prior to the Teacher's last full year of teaching. All notices shall include the Teacher's resignation and a specific retirement date no later than June 30, 2018.

A Teacher may not submit a request less than six (6) school years prior to his/her last full year of teaching unless their prior years' total creditable earnings will not require the Board's payment of any additional or one-time contribution to TRS. Upon acceptance by the Board, the Teacher's request (including his/her resignation and retirement date) shall be irrevocable and may not be rescinded for any reason.

Eligible Teachers must submit written requests to retire by no later than May 1 of each school year. The Board shall approve all timely and proper requests to retire by no later than June 1 of each school year and may, in its sole discretion and without establishing a practice or precedent, limit the number of Teachers who participate in this program in any year to not lower than twenty percent (20%) of those who satisfy the foregoing eligibility requirements, based on seniority in the District, with the most senior Teachers receiving approval priority; imposition of this limit by the Board shall be non-reviewable and not subject to grievance.

Ties in eligibility shall be determined by total years of TRS service credit. If this limit is imposed for any school year, and the number of eligible Teachers who submit a timely and proper request exceeds the limit, the requests of those Teachers not approved because of the limit shall be considered for participation in the program during the next school year. Eligible Teachers who submit a timely and proper request who have not had their retirement approved because of the imposition of the foregoing limit shall be allowed to retire under this program by no later than June 30, 2018.

No Teacher participating in this retirement program shall, for any reason, receive any additional compensation or stipend beyond the additional compensation provided pursuant to this program, notwithstanding any contract, collective bargaining agreement, policy, practice or procedure, or any portion thereof to the contrary. All extra duties and assignments performed by the Teacher in the year his/her request is approved will continue to be performed until the Teacher's effective retirement date. A Teacher may voluntarily resign from an extra duty or assignment, or be removed from an extra duty or assignment by the Board for cause, with a reduction in the amount of his/her benefit equal to the amount of the then-current compensation for said extra duty or assignment.

If a Teacher is required to perform one or more additional duties that were not performed by the Teacher in the year his/her notice is approved and for which additional compensation is paid, then the District shall determine whether the Teacher's duties or reportable salary for that year can be adjusted so that the increase in the Teacher's total creditable earnings for that school year does not exceed six percent (6%).

A Teacher whose retirement is approved under this section shall receive an increase equal to six percent (6%) over their TRS reportable salary for the four (4) years prior to their approved retirement date, beginning two (2) years after his/her notice of retirement is approved by the Board.

Retirement - continued

Notwithstanding any provision in this Agreement to the contrary, in no event shall the Board provide any increase or make any payment to a Teacher that will require the Board to make any payment to TRS in addition to the amount paid to the Teacher.

Neither the Board nor Union warrant nor otherwise guarantee that the foregoing shall be "creditable earnings", nor that any Teacher will receive a particular level of benefits from TRS or the State of Illinois.

The benefits specified in this section shall be the sole early retirement benefits paid by the Board. By accepting these benefits, a Teacher expressly waives any and all rights to participate in any early retirement initiative, benefit or incentive otherwise available (or which may become available) including, but not limited to, ERO, or any other early retirement benefits subsequently made available by the Board or applicable law. Teachers accepting these benefits, in further consideration of same, agree that should they avail themselves of any other early retirement initiative, incentive or benefit, they shall immediately become obligated to repay to the Board an amount equal to any payments made pursuant to this section on their behalf, not as a penalty, but solely as liquidated damages for breach of this section.

If any term, provision or benefit described in this program becomes illegal, then said term, provision or benefit shall be of no force and effect, and any Teacher receiving such benefit shall repay same to the Board. To facilitate repayment, the Board may deduct from the Teacher's remaining paychecks up to the full amount due. Any remaining balance due to the Board after a Teacher's separation from employment shall be repaid in equal installments over a twelve (12) month period following said separation from employment.

If the provision of any retirement incentive set forth in this program is altered or limited in any way, or requires the payment of any new, additional or one-time Board contribution, penalty or other payment, then the terms and provisions of this Agreement providing such incentive shall be of no force and effect. The parties shall immediately negotiate the payment or satisfaction of such incentive in a manner that would not violate, be inconsistent with, or in conflict with applicable law, and would not require any new, additional or one-time Board contribution, penalty or other payment.

In no event shall the Board provide any retirement incentive under this Agreement that would necessitate a direct or indirect payment by the Board to any entity or person that is greater or less than what the Board would have otherwise paid to provide such retirement incentive under this Agreement or that would require the payment of any new, additional or one-time Board contribution, penalty or other payment.

In all cases a Teacher's retirement shall be subject to applicable law, including, but not limited to, the applicable provisions of the *Pension Code* and Illinois Teachers' Retirement System ("TRS") rules and regulations. The Board and the Union make no representations or warranties regarding the creditable earnings or service recognition given to any of the retirement incentives set forth in this Agreement.

Teachers who do not qualify for or do not elect the program set forth above may participate in ERO.

Retirement - continued

Participation in ERO shall be pursuant to applicable law and TRS rules, except that the Board may annually limit the number of ERO participants to ten percent (10%) of eligible Teachers on the basis of seniority, with ties in eligibility to be determined by total years of TRS service credit. The Board may in its sole discretion waive this limitation; such waiver shall be non-reviewable, not subject to grievance and shall not create a practice or precedent.

9.10a Part-Time Teachers

Teachers may request part-time assignments whenever appropriate. The decision to grant or not grant a part-time assignment rests solely with the Board. A part-time assignment is on a year-to-year basis. Any Teacher who wishes to continue his/her part-time assignment beyond one school year may submit a written request by February 1.

Tenure will be forfeited by any Teacher on a part-time assignment who refuses to return to full-time status after having been given thirty (30) days notice of the Board's decision requiring same.

Part-time Teachers shall receive compensation based upon one-eleventh (1/11th) of their annual base salary for each semester class taught or for each regularly scheduled Administration period assignment which requires Teacher certification. Part-time Teachers shall receive prorated benefits, based on full-time equivalency, provided, however, that part-time tenured Teachers shall receive full benefits. For purposes of implementing this provision, the term "benefits" shall mean major medical and life insurance, sick days, personal days and tuition reimbursement.

A Teacher with a teaching assignment of 8/11ths or more shall receive the responsibilities and compensation of the 1/11th duty period. Part-time Teachers shall be obligated to comply with other provisions of this Agreement, i.e., chaperone assignments, department meetings, etc.

9.10b Teacher Emeritus

Definition: *Teacher Emeritus* is a retired Teacher rehired part-time to assume a position that no one is contracted to fill. *Substitute Teacher* is a certified Teacher hired to replace a contracted Teacher on a temporary basis or leave.

District #88 may utilize Teachers who have retired in part time positions under the following conditions:

1. The position will be posted for two weeks (2) and offered to full and part-time Teachers prior to hiring teacher emeritus.
2. The position is temporary to fill an emergency need and will not be on a continuing basis.
3. The District will annually assess their needs and make every effort to develop from within, Teachers who will fill specialty areas, so that the need to hire an Emeritus Teacher would only be in the most extraordinary circumstance.
4. The Union president must be notified at least seven (7) school days prior to the hiring of a Teacher Emeritus.
5. A Teacher Emeritus may be hired for a maximum of two semesters if the need exists. The District must make every effort to limit their use and fill positions with new or existing staff.

Teacher Emeritus - continued

6. Teacher Emeritus will be offered insurance benefits based on the contract only if they are a former employee of District #88.
7. Salary for Teacher Emeritus will be assigned to the BA Step 1 (scale I) or MA Step 1 (scale III) as determined by the professional credentials of the Teacher Emeritus candidate.
8. Teacher Emeritus will not be part of the bargaining unit.
9. The provisions of this Agreement will remain in the contract until the Illinois General Assembly enacts other provisions. At that time this item will reopen and be renegotiated according to the new statutes.

9.11 Medical Insurance

The Board shall make available group medical insurance at the Teachers' request. For the duration of this contract the Board shall pay for the PPO and HMO plans eighty-five percent (85%) of the single employee premium and an additional seventy percent (70%) of the difference between the single premium and the applicable dependent premium.

For the HMO plan, any current Board share which exceeds this Board percentage share will remain in effect until this formula produces a greater Board share. The Board share will be computed as follows:

Using as an example, a \$300 single premium and \$800 family premium.

Single Premium = $\$300 \times .85 = \255 Board share and \$45 employee share.

Family Premium = \$800. $\$800 - \$300 = \$500 \times .70 = \350 . $\$255 + \$350 = \$605$ Board share for the family coverage and \$195 employee share.

Should the PPO premiums for the 2011-2012 school year increase more than twenty-two percent (22%) over the premium rates for the 2010-2011 school year, the deductible and out-of-pocket both will increase by \$100. Any premium increase of more than twenty-two percent (22%) in subsequent years will result in an additional \$100 increase in the deductible.

Should the HMO premiums for the 2011-2012 school year increase more than twenty-two percent (22%) over the premium rates for the 2010-2011 school year, a \$10 office visit co-pay will be added and the emergency room care will increase from \$10 to \$25. Any premium increase of more than twenty-two percent (22%) in subsequent years will result in additional increases in the co-pay and emergency room care according to the rates established by the provider not to exceed \$15 co-pay and \$50 emergency room care.

Any changes in the deductible, out-of-pocket, emergency room, and/or co-pay will go into effect January 1 of the next calendar year.

The new rates shall be published to Teachers prior to the start of each of the above school terms, or as soon thereafter as available from the provider.

Medical Insurance - continued

The PPO and HMO plans shall be provided through Blue Cross/Blue Shield of Illinois and the Blue Cross/Blue Shield HMO Illinois in accordance with the plans outlined in Appendix D. After consultation with the Insurance Committee as provided in Section 9.14, the Board may change the provider and the plan benefits but only to providers and plans substantially equal to Blue Cross/Blue Shield and the plan summaries in Appendix D. Any such changes shall take effect only with at least sixty (60) days notice to Teachers.

Flexible Benefits Plan

- A. The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code and Treasury Regulations promulgated there under. If, at any time, Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- B. A teacher may annually elect to participate in the salary reduction plan by choosing to receive benefits described below. The amount elected shall be deducted from the teacher's compensation. The plan year shall begin on July 1, 1993 and end on each June 30 thereafter. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
 - i. Premiums for group medical, dental, or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board; and/or,
 - ii. Reimbursement for qualified dependent care assistance as defined and allowed under the Internal Revenue Code, up to the maximum amount allowed by law; and/or,
 - iii. Reimbursement for any amount of deductibles under the group insurance described in B.i.; and for any other qualified unreimbursed medical care expenses as defined and allowed under the Internal Revenue Code, up to a maximum of \$5,000.00 annually.
- C. The amount designated may not be changed during the plan year unless there is a change in family status or other circumstances provided in Section 125 and/or Treasury Regulations promulgated there under. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year, and such amounts shall become the property of the plan. Any administrative costs relating to this plan shall be borne by the participants of the plan.
- D. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year.
- E. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual Teacher. However, the Board shall not report any amount reduced from a teacher's salary pursuant to this plan as taxable income to any federal or state agency.

9.12 Insurance Upon Retirement

Teachers who retire before age sixty-five (65) shall, at their option, be permitted to continue as members of the group medical insurance program until their 65th birthday, provided that the Teacher agrees to pay the premiums to the District business office in advance of the requirements for the monthly premiums.

9.13 Annuities

The District will maintain a tax-sheltered annuity program that conforms to all of the requirements of applicable law; Teachers and/or participating annuity companies shall be solely responsible for payment of all plan administration costs. All annuity companies must follow federal rules and regulations regarding tax-sheltered annuities. The Union president shall be notified of any third-party tax-sheltered annuity management company selected by the Board to administer the tax-sheltered annuity program.

9.14 Insurance Committee

A standing committee which includes four (4) Teachers selected by the Union and four (4) Teachers or Administrators selected by the Superintendent shall meet annually with the Board or its designated representatives to review the insurance program, with the purpose of reviewing and suggesting improvements, additions or plan revisions in the existing program.

The Insurance Committee will be advisory only, but it must be consulted and given an opportunity to review and make recommendations on any potential changes in the provider and plan benefits specified in Section 9.11 and Appendix D at least 180 days in advance of implementation of any such changes.

9.15 Miscellaneous Deductions

The Board agrees to grant the privilege of payroll deduction for any group plan for auto or life insurance requested by at least twenty percent (20%) of the employees of the District who have agreed to participate therein, and provided the plan has been approved by the Insurance Committee.

9.16 Life Insurance

The Board will provide a \$50,000 term life insurance policy for each Teacher. Individuals actively employed beyond the age of sixty-five (65) will continue to have coverage until they retire. Once the age of seventy (70) is reached, the insurance coverage will be reduced to seventy-five percent (75%) of the insured amount. Once age seventy-five (75) is reached, the insurance coverage will be reduced to fifty percent (50%) of the insured amount. Coverage shall be from the first day of employment.

9.17 Credit Union Deductions

The Board will agree to instruct the business office to make appropriate deductions from Teacher's salaries for deposit in the DuPage Schools Credit Union. Teacher requests for deductions or changes in deductions must be filed in the business office, in written form, at least ten (10) school days prior to the payday of the first deduction or change in deduction.

9.18 Long Term Disability

The Board shall provide a long-term disability plan for each Teacher.

Long Term Disability - continued

The plan shall provide a monthly benefit amount of sixty percent (60%) income to \$6,000 or seventy percent (70%) from all sources, with an annual three percent (3%) increase effective July 1, 1998. The waiting period of eligibility for the long-term disability benefit shall be 360 days. Prior to the long-term disability plan taking effect, Article 8.8 (Sick Leave) and Article 9.9 (Sick Leave Bank) shall be applied

9.19 School Social Workers and Psychologists

Certified School Social Workers and School Psychologists shall be given the salary scale credit of Master's Degree plus thirty (30) hours of graduate credit.

School Social Workers and School Psychologists will work a regular Teacher's work year, but may be required to work up to the equivalent of fifteen (15) additional days annually (with no additional compensation) to be determined in collaboration with the Administration.

ARTICLE X – Effect of Agreement and Duration

10.1 Implementation

The Union's representatives and the Board's representatives shall meet within a reasonable time following the request of either group for the purpose of carrying out the provisions of this Agreement.

10.2 No Strike

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

10.3 Contract Distribution

The Board agrees to distribute copies of the completed contract within a reasonable time following ratification of the Agreement by faculty e-mail. Printed and signed copies of the Contract shall be provided to the Union president and the Board; said printed and signed copies shall serve as the official Contract.

10.4 Contract Supremacy

This Agreement and all of its provisions are policy of the Board and supersede all contrary previously effective policy.

10.5 Severability

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

10.6 Entire Agreement for Duration

Except as indicated below, this Agreement shall constitute the entire Agreement between the Board and the Union and concludes collective bargaining for its term.

Entire Agreement for Duration - continued

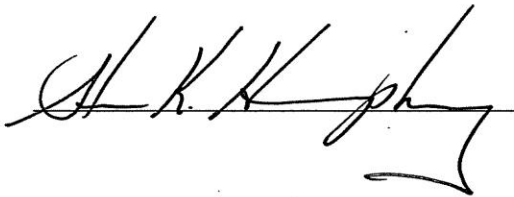
Not later than February 15, 2013 the Union shall submit to the Board a list of its proposals for negotiation. Not later than March 1, 2013 the Board shall submit to the Union a list of its proposals. Negotiations shall commence on or about March 15, 2013. This Agreement shall be in effect from July 1, 2011 through June 30, 2013.

Except for the negotiations which result from such committee recommendations, no other items found in this contract shall be capable of renegotiation to be effective during the term of this contract unless mutually agreed to in writing by the parties. Irrespective of the result of the aforementioned negotiations over committee recommendations, all other terms and conditions of this contract shall remain in full force and effect for the duration of the contract.

IN WITNESS WHEREOF, the parties have caused these present to be signed by their Presidents and attested by their Secretaries this 20th day of June, A.D. 2011 with no changes from the tentative agreement reached June 7, 2011.

The Board of Education
DuPage High School District No. 88
DuPage County, Illinois

DuPage District 88 Council
Local 571, American Federation of Teachers

A handwritten signature in black ink, appearing to read "A. K. K. ph", written over a horizontal line.A handwritten signature in black ink, appearing to read "Jennifer J. Burr", written over a horizontal line.

DUPAGE HIGH SCHOOL DISTRICT 88

Teachers Contract 2011 – 2013

APPENDIX

APPENDIX A

2011-2012 – 2012-2013 INDEX

	Scale I B.A.	Scale II B.A. +15	Scale III M.A.	Scale IV MA + 13	Scale V MA + 26	Scale VI MA + 42	Scale VII MA + 60
24+			2.120	2.200	2.235	2.330	2.420
23			2.051	2.147	2.193	2.280	2.370
22			2.048	2.136	2.185	2.270	2.360
21			2.046	2.125	2.177	2.260	2.350
20			2.040	2.114	2.169	2.250	2.340
19			2.034	2.103	2.161	2.240	2.330
18			2.028	2.092	2.153	2.230	2.320
17			2.022	2.081	2.145	2.220	2.310
16			2.016	2.070	2.137	2.210	2.300
15			1.890	1.948	2.015	2.100	2.160
14			1.769	1.832	1.897	1.974	2.030
13			1.699	1.761	1.825	1.901	1.960
12			1.632	1.694	1.757	1.832	1.890
11			1.568	1.629	1.692	1.766	1.820
10			1.507	1.568	1.629	1.704	1.760
9			1.434	1.493	1.554	1.627	1.680
8	1.239	1.282	1.379	1.439	1.499	1.572	1.620
7	1.199	1.240	1.328	1.386	1.446	1.518	1.560
6	1.160	1.200	1.280	1.337	1.396	1.468	1.510
5	1.124	1.162	1.233	1.291	1.349	1.421	1.460
4	1.091	1.126	1.179	1.234	1.292	1.362	1.400
3	1.060	1.092	1.139	1.194	1.252	1.321	1.360
2	1.030	1.060	1.104				
1	1.000	1.030	1.075				

APPENDIX B1

2011-2012 - 2012-2013 SALARY SCHEDULE

	Scale I B.A.	Scale II B.A. 15	Scale III M.A.	Scale IV MA + 13	Scale V MA + 26	Scale VI MA + 42	Scale VII MA + 60
24+			\$105,359.77	\$109,335.61	\$111,075.04	\$115,796.35	\$120,269.17
23			\$101,930.61	\$106,701.61	\$108,987.72	\$113,311.45	\$117,784.27
22			\$101,781.51	\$106,154.94	\$108,590.14	\$112,814.47	\$117,287.29
21			\$101,682.12	\$105,608.26	\$108,192.55	\$112,317.49	\$116,790.31
20			\$101,383.93	\$105,061.58	\$107,794.97	\$111,820.51	\$116,293.33
19			\$101,085.74	\$104,514.90	\$107,397.39	\$111,323.53	\$115,796.35
18			\$100,787.55	\$103,968.22	\$106,999.80	\$110,826.55	\$115,299.37
17			\$100,489.36	\$103,421.55	\$106,602.22	\$110,329.57	\$114,802.39
16			\$100,191.18	\$102,874.87	\$106,204.63	\$109,832.59	\$114,305.41
15			\$93,929.23	\$96,811.71	\$100,141.48	\$104,365.81	\$107,347.69
14			\$87,915.77	\$91,046.74	\$94,277.11	\$98,103.86	\$100,886.95
13			\$84,436.91	\$87,518.18	\$90,698.86	\$94,475.91	\$97,408.09
12			\$81,107.14	\$84,188.42	\$87,319.39	\$91,046.74	\$93,929.23
11			\$77,926.47	\$80,958.05	\$84,089.02	\$87,766.67	\$90,450.37
10			\$74,894.89	\$77,926.47	\$80,958.05	\$84,685.40	\$87,468.49
9			\$71,266.94	\$74,199.12	\$77,230.70	\$80,858.65	\$83,492.65
8	\$61,575.83	\$63,712.84	\$68,533.55	\$71,515.43	\$74,497.31	\$78,125.26	\$80,510.77
7	\$59,587.91	\$61,625.52	\$65,998.95	\$68,881.43	\$71,863.31	\$75,441.57	\$77,528.89
6	\$57,649.68	\$59,637.60	\$63,613.44	\$66,446.23	\$69,378.41	\$72,956.67	\$75,043.99
5	\$55,860.56	\$57,749.08	\$61,277.64	\$64,160.12	\$67,042.61	\$70,620.86	\$72,559.09
4	\$54,220.52	\$55,959.95	\$58,593.95	\$61,327.34	\$64,209.82	\$67,688.68	\$69,577.21
3	\$52,679.88	\$54,270.22	\$56,606.03	\$59,339.42	\$62,221.90	\$65,651.06	\$67,589.29
2	\$51,188.94	\$52,679.88	\$54,866.60				
1	\$49,698.00	\$51,188.94	\$53,425.35				

Appendix C1
2011-2013 Stipend Salary Schedule
BASE: \$49,698

	Index 1-3 Years		Index 4-7 Years		Index 8-11 Years		Index 12-15 Years		Index 16 Years +	
A.										
1. Depts. with not more than 3.5 teachers shall be allotted annually for the department head	.0952	\$4,731.25	.1152	\$ 5,725.21	.1352	\$6,719.17	.1552	\$7,713.13	.1752	\$8,707.09
2. Depts. with at least 3.6 teachers and not more than 11.5 teachers shall be allotted annually for the department head	.1475	\$7,330.46	.1675	\$ 8,324.42	.1875	\$9,318.38	.2075	\$10,312.34	.2275	\$11,306.30
3. Depts. with at least 11.6 teachers shall be allotted annually for the department head	.1727	\$8,582.84	.1927	\$ 9,576.80	.2127	\$10,570.76	.2327	\$11,564.72	.2527	\$12,558.68

B. Counseling

All counselors whose major assignment is in the Guidance and Student Personnel departments shall be on duty:

- 1. Six (6) days (excluding Saturdays, Sundays and school holidays) as assigned by the building principal within the same fiscal year.
- 2. Six (6) nights for specially scheduled guidance services. (A total of twenty (20) hours or 2.728 days)

The compensation for these assignments will be at the rate of 1/183 of the counselor's regular salary and will be prorated based on the actual hours worked.

A counselor may be scheduled by the building Administration for up to an additional twenty (20) hours for other guidance services on a voluntary basis. The compensation for these services will be at the rate of 1/183 of the counselor's regular salary and will be prorated based on the actual hours worked.

In each school, a counselor(s) may be on duty for a total of one hundred sixty (160) hours during the summer intermission. Scheduling of the counselor(s) will be at the discretion of the building Administration. Compensation will be at the rate of .2126 of the base salary and will be prorated based on actual hours worked.

<u>Index</u>	<u>2011-2013</u>
0.2126	\$10,565.79

C. Athletics (Seasonal)**1. Badminton**

	Index 1-3 Years		Index 4-7 Years		Index 8-11 Years		Index 12-15 Years		Index 16 Years +	
Varsity Head	.1200	\$5,963.76	.1400	\$ 6,957.72	.1600	\$7,951.68	.1800	\$8,945.64	.2000	\$9,939.60
Assistant	.0950	\$4,721.31	.1150	\$ 5,715.27	.1350	\$6,709.23	.1550	\$7,703.19	.1750	\$8,697.15

2. Baseball

Varsity Head	.1400	\$6,957.72	.1600	\$ 7,951.68	.1800	\$8,945.64	.2000	\$9,939.60	.2200	\$10,933.56
Assistant	.1050	\$5,218.29	.1250	\$ 6,212.25	.1450	\$7,206.21	.1650	\$8,200.17	.1850	\$9,194.13

3. Basketball

Varsity Head	.1500	\$7,454.70	.1700	\$ 8,448.66	.1900	\$9,442.62	.2100	\$10,436.58	.2300	\$11,430.54
Jr. Varsity	.1100	\$5,466.78	.1300	\$ 6,460.74	.1500	\$7,454.70	.1700	\$8,448.66	.1900	\$9,442.62
Sophomore	.1100	\$5,466.78	.1300	\$ 6,460.74	.1500	\$7,454.70	.1700	\$8,448.66	.1900	\$9,442.62
Freshman	.1100	\$5,466.78	.1300	\$ 6,460.74	.1500	\$7,454.70	.1700	\$8,448.66	.1900	\$9,442.62

4. Bowling

Varsity Head	.1300	\$6,460.74	.1500	\$ 7,454.70	.1700	\$8,448.66	.1900	\$9,442.62	.2100	\$10,436.58
Assistant	.1000	\$4,969.80	.1200	\$ 5,963.76	.1400	\$6,957.72	.1600	\$7,951.68	.1800	\$8,945.64

5. Cross Country

Head Coach	.1300	\$6,460.74	.1500	\$ 7,454.70	.1700	\$8,448.66	.1900	\$9,442.62	.2100	\$10,436.58
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6. Football

Varsity Head	.1500	\$7,454.70	.1700	\$ 8,448.66	.1900	\$9,442.62	.2100	\$10,436.58	.2300	\$11,430.54
Assistant	.1100	\$5,466.78	.1300	\$ 6,460.74	.1500	\$7,454.70	.1700	\$8,448.66	.1900	\$9,442.62
Sophomore	.1100	\$5,466.78	.1300	\$ 6,460.74	.1500	\$7,454.70	.1700	\$8,448.66	.1900	\$9,442.62
Assistant	.1050	\$5,218.29	.1250	\$ 6,212.25	.1450	\$7,206.21	.1650	\$8,200.17	.1850	\$9,194.13
Freshman	.1100	\$5,466.78	.1300	\$ 6,460.74	.1500	\$7,454.70	.1700	\$8,448.66	.1900	\$9,442.62
Assistant	.1050	\$5,218.29	.1250	\$ 6,212.25	.1450	\$7,206.21	.1650	\$8,200.17	.1850	\$9,194.13

7. Golf

Varsity Head	.1200	\$5,963.76	.1400	\$ 6,957.72	.1600	\$7,951.68	.1800	\$8,945.64	.2000	\$9,939.60
Assistant	.0950	\$4,721.31	.1150	\$ 5,715.27	.1350	\$6,709.23	.1550	\$7,703.19	.1750	\$8,697.15

	Index		Index		Index		Index		Index	
	1-3 Years		4-7 Years		8-11 Years		12-15 Years		16 Years +	
8. Gymnastics										
Varsity Head	.1400	\$6,957.72	.1600	\$ 7,951.68	.1800	\$8,945.64	.2000	\$9,939.60	.2200	\$10,933.56
Assistant	.1050	\$5,218.29	.1250	\$ 6,212.25	.1450	\$7,206.21	.1650	\$8,200.17	.1850	\$9,194.13
9. Soccer										
Varsity Head	.1300	\$6,460.74	.1500	\$ 7,454.70	.1700	\$8,448.66	.1900	\$9,442.62	.2100	\$10,436.58
Assistant	.1000	\$4,969.80	.1200	\$ 5,963.76	.1400	\$6,957.72	.1600	\$7,951.68	.1800	\$8,945.64
Varsity Head	.1400	\$6,957.72	.1600	\$ 7,951.68	.1800	\$8,945.64	.2000	\$9,939.60	.2200	\$10,933.56
Assistant	.1050	\$5,218.29	.1250	\$ 6,212.25	.1450	\$7,206.21	.1650	\$8,200.17	.1850	\$9,194.13
10. Softball										
Varsity Head	.1400	\$6,957.72	.1600	\$ 7,951.68	.1800	\$8,945.64	.2000	\$9,939.60	.2200	\$10,933.56
Assistant	.1050	\$5,218.29	.1250	\$ 6,212.25	.1450	\$7,206.21	.1650	\$8,200.17	.1850	\$9,194.13
11. Swimming										
Varsity Head	.1300	\$6,460.74	.1500	\$ 7,454.70	.1700	\$8,448.66	.1900	\$9,442.62	.2100	\$10,436.58
12. Tennis										
Varsity Girls	.1200	\$5,963.76	.1400	\$ 6,957.72	.1600	\$7,951.68	.1800	\$8,945.64	.2000	\$9,939.60
Assistant	.0950	\$4,721.31	.1150	\$ 5,715.27	.1350	\$6,709.23	.1550	\$7,703.19	.1750	\$8,697.15
Varsity Boys	.1300	\$6,460.74	.1500	\$ 7,454.70	.1700	\$8,448.66	.1900	\$9,442.62	.2100	\$10,436.58
Assistant	.1000	\$4,969.80	.1200	\$ 5,963.76	.1400	\$6,957.72	.1600	\$7,951.68	.1800	\$8,945.64
13. Track										
Varsity Head (Winter)	.0583	\$2,897.39	.0661	\$ 3,285.04	.0739	\$3,672.68	.0817	\$4,060.33	.0894	\$4,443.00
Assistant	.0428	\$2,127.07	.0506	\$ 2,514.72	.0583	\$2,897.39	.0661	\$3,285.04	.0739	\$3,672.68
Varsity Head (Spring)	.0917	\$4,557.31	.1038	\$ 5,158.65	.1161	\$5,769.94	.1283	\$6,376.25	.1406	\$6,987.54
Assistant	.0672	\$3,339.71	.0794	\$ 3,946.02	.0917	\$4,557.31	.1038	\$5,158.65	.1161	\$5,769.94
14. Volleyball										
Varsity Head	.1300	\$6,460.74	.1500	\$ 7,454.70	.1700	\$8,448.66	.1900	\$9,442.62	.2100	\$10,436.58
Assistant	.1000	\$4,969.80	.1200	\$ 5,963.76	.1400	\$6,957.72	.1600	\$7,951.68	.1800	\$8,945.64

	Index 1-3 Years		Index 4-7 Years		Index 8-11 Years		Index 12-15 Years		Index 16 Years +	
15. Wrestling										
Varsity Head	.1400	\$6,957.72	.1600	\$ 7,951.68	.1800	\$8,945.64	.2000	\$9,939.60	.2200	\$10,933.56
Assistant	.1050	\$5,218.29	.1250	\$ 6,212.25	.1450	\$7,206.21	.1650	\$8,200.17	.1850	\$9,194.13

NOTES: Coaches new to the district may be granted, at administrative discretion, a maximum of five (5) years experience for documented equivalent coaching experience. Longevity is based on years of coaching regardless of the sport.

D. Academic Teams

1. Debate Coach	.1245	\$6,187.40	.1445	\$ 7,181.36	.1645	\$8,175.32	.1845	\$9,169.28	.2045	\$10,163.24
Assistant (max of 2/bldg)	.0650	\$3,230.37	.0850	\$ 4,224.33	.1050	\$5,218.29	.1250	\$6,212.25	.1450	\$7,206.21
2. Speech Coach	.1245	\$6,187.40	.1445	\$ 7,181.36	.1645	\$8,175.32	.1845	\$9,169.28	.2045	\$10,163.24
Assistant (max of 2/bldg)	.0650	\$3,230.37	.0850	\$ 4,224.33	.1050	\$5,218.29	.1250	\$6,212.25	.1450	\$7,206.21
3. Model UN	.0823	\$4,090.15	.1023	\$ 5,084.11	.1223	\$6,078.07	.1423	\$7,072.03	.1623	\$8,065.99
4. Academic Bowl Coach	.0823	\$4,090.15	.1023	\$ 5,084.11	.1223	\$6,078.07	.1423	\$7,072.03	.1623	\$8,065.99
5. Math Coach	.1245	\$6,187.40	.1445	\$ 7,181.36	.1645	\$8,175.32	.1845	\$9,169.28	.2045	\$10,163.24
6. Youth in Gov./ Mock Trial	.0500	\$2,484.90	.0700	\$ 3,478.86	.0900	\$4,472.82	.1100	\$5,466.78	.1300	\$6,460.74
7. Science Olympiad (max 2/bldg)	.0823	\$4,090.15	.1023	\$ 5,084.11	.1223	\$6,078.07	.1423	\$7,072.03	.1623	\$8,065.99

E. Music Activities (Annual)

1. Band Director Reg. Sch. Year	.1400	\$6,957.72	.1600	\$ 7,951.68	.1800	\$8,945.64	.2000	\$9,939.60	.2200	\$10,933.56
2. Asst Band Director Reg. Sch. Year	.0700	\$3,478.86	.0900	\$ 4,472.82	.1100	\$5,466.78	.1300	\$6,460.74	.1500	\$7,454.70
3. Orchestra Director Reg. Sch. Year	.0640	\$3,180.67	.0840	\$ 4,174.63	.1040	\$5,168.59	.1240	\$6,162.55	.1440	\$7,156.51

	Index		Index		Index		Index		Index	
	1-3 Years		4-7 Years		8-11 Years		12-15 Years		16 Years +	
4. Choral Director Reg. Sch. Year	.0640	\$3,180.67	.0840	\$ 4,174.63	.1040	\$5,168.59	.1240	\$6,162.55	.1440	\$7,156.51
F. Yearbook Advisor	.0960	\$4,771.01	.1160	\$ 5,764.97	.1360	\$6,758.93	.1560	\$7,752.89	.1760	\$8,746.85
G. Newspaper Advisor	.0960	\$4,771.01	.1160	\$ 5,764.97	.1360	\$6,758.93	.1560	\$7,752.89	.1760	\$8,746.85
H. Printing Advisor	.0960	\$4,771.01	.1160	\$ 5,764.97	.1360	\$6,758.93	.1560	\$7,752.89	.1760	\$8,746.85
I. Other Activities										
1.Cheerleader Advisor (2)										
Fall	.0600	\$2,981.88	.0700	\$ 3,478.86	.0800	\$3,975.84	.0900	\$4,472.82	.1000	\$4,969.80
Winter	.1050	\$5,218.29	.1250	\$ 6,212.25	.1450	\$7,206.21	.1650	\$8,200.17	.1850	\$9,194.13
2.Pom Pon Advisor (2)										
Fall	.0600	\$2,981.88	.0700	\$ 3,478.86	.0800	\$3,975.84	.0900	\$4,472.82	.1000	\$4,969.80
Winter	.1050	\$5,218.29	.1250	\$ 6,212.25	.1450	\$7,206.21	.1650	\$8,200.17	.1850	\$9,194.13
3. Orchesis Advisor (2)	.0650	\$3,230.37	.0850	\$ 4,224.33	.1050	\$5,218.29	.1250	\$6,212.25	.1450	\$7,206.21
4. Show Choir Advisor	.0650	\$3,230.37	.0850	\$ 4,224.33	.1050	\$5,218.29	.1250	\$6,212.25	.1450	\$7,206.21
J. Dramatics (Annual Allocation to Drama)										
Total each school	.7548	\$37,512.05								
1.Director (per production - 3 approved)	.1200	\$5,963.76	.1400	\$ 6,957.72	.1600	\$7,951.68	.1800	\$8,945.64	.2000	\$9,939.60
2. Technical Asst. I (per production - 3 approved)	.0950	\$4,721.31	.1150	\$ 5,715.27	.1350	\$6,709.23	.1550	\$7,703.19	.1750	\$8,697.15
3. Technical Asst. II (per production - 3 approved)	.0950	\$4,721.31	.1150	\$ 5,715.27	.1350	\$6,709.23	.1550	\$7,703.19	.1750	\$8,697.15

	Index 1-3 Years		Index 4-7 Years		Index 8-11 years		Index 12-15 Years		Index 16 Years +	
4. Stage Use Supervision (annual - 3 approved)	.0467	\$2,320.90	.0574	\$ 2,852.67	.0677	\$3,364.55	.0786	\$3,906.26	.0888	\$4,413.18
5. Musical Productions (1 per year)										
Choral Director	.0467	\$2,320.90	.0574	\$ 2,852.67	.0677	\$3,364.55				
Music Director	.0574	\$2,852.67	.0677	\$ 3,364.55	.0777	\$3,861.53				
Choreographer	.0363	\$1,804.04	.0446	\$ 2,216.53	.0527	\$2,619.08				
Rehearsal Piano	.0259	\$1,287.18	.0319	\$ 1,585.37	.0377	\$1,873.61				

	<u>Index</u>	<u>2011-2013</u>
K. Audio Visual/Public Address Service (annual each school)	.1260	\$ 6,261.95
L. Student Council Advisor (maximum of 2/bldg)	.0882	\$ 4,383.36
M. Other Athletic Activities		
1. Interscholastic Coordination/Intra-mural Advisor (maximum of 3/bldg)	.0650	\$ 3,230.37
2. Various Programs		
Maximum each school	.2130	\$10,585.67
Pay for each sport	.0008	\$ 39.76
N. Supervision of Activities		
1. Away games (2 persons/conf games, 1 person/non conf. games)		
Football	.0019	\$ 94.43
Basketball	.0016	\$ 79.52

	Index	2011-2013
2. At home games		
Football	.0019	\$ 94.43
Basketball	.0016	\$ 79.52
Gymnastics, Volleyball & Wrestling	.0016	\$ 79.52
3. Dances	.0016	\$ 79.52
O. Driver Education Supervisor	.1349	\$ 6,704.26
P. Faculty Help		
(i.e., bus, cafeteria, hall duty, registration week)	.0005	\$ 24.85
Q. Stage, Sound, Light Supervisor		
(non-school events)	.0005	\$ 24.85
R. Summer School Teachers		
1. Band Director (7 weeks)	.1571	\$ 7,807.56
2. Orchestra Director (7 weeks)	.1571	\$ 7,807.56
S. Summer Work Related to Instruction		
1. Librarians	.0541	\$ 2,688.66
2. Driver Education (Behind the Wheel)	.00094	\$ 46.72
T. Work Related to Regular Instruction		
1. Temporary Substitutes (1 period)	.0009	\$ 44.73
2. Tutors	.0009	\$ 44.73
3. Driver Education (regular school year)	.0009	\$ 44.73
4. Curriculum Development	.00094	\$ 46.72
5. Workshop Rate	.0006	\$ 29.82
6. Summer School Teaching	.0009	\$ 44.73

	Index	2011-2013
U. Printing, Auto Maintenance, Shop Work	.0008	\$ 39.76
V. Club Sponsors - Teachers who sponsor a club which meets established criteria will be paid as follows:		
Level I - Hobbies and Interests	.0200	\$ 993.96
Level II - Honorary Organizations	.0250	\$ 1,242.45
Level III - Course Related	.0300	\$ 1,490.94
Level IV - Student Organizations	.0350	\$ 1,739.43
W. Non-Indexed Stipends		
Mentoring		\$500 / or One Internal University Credit
Mentors Training		\$100.00
LPDC (Per Building – for after school)		\$1,000.00

APPENDIX D

BENEFIT HIGHLIGHTS

Your health care benefits are highlighted below.

PPO

THE MEDICAL SERVICES ADVISORY PROGRAM	A special program designed to assist you in determining the course of treatment that will maximize your benefits under this Certificate.
MSA® Registered Mark of Health Care Service Corporation A Mutual Legal Reserve Company	
Lifetime Maximum for all Benefits	\$2,000,000
Individual Deductible	\$250 per benefit period
Family Deductible	3 individual deductibles
Individual Out-of-Pocket Expense Limit (does not apply to all services) ---Participating Provider ---Non-Participating Provider ---Non-Plan Provider	\$1,000 per benefit period \$3,000 per benefit period No limit
Family Out-of-Pocket Expense Limit	3 individual out-of-pocket expense limits
Private Duty Nursing Service Benefit Maximum	\$1,000 per month
Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment benefit period maximum	30 visits
Inpatient Substance Abuse Rehabilitation Treatment and Inpatient Mental Illness treatment benefit period maximum	30 days
HOSPITAL BENEFITS	
Payment level for Covered Services from a Participating Provider: ---Inpatient Covered Services ---Outpatient Covered Services ---Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment	80% of Eligible Charge 80% of Eligible Charge 80% of Eligible Charge
Payment level for Covered Services for a Non-Participating Provider: ---Inpatient Deductible ---Inpatient Covered Services ---Outpatient Covered Services ---Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment	\$300 per admission 70% of the Eligible Charge 70% of the Eligible Charge 70% of the Eligible Charge
THE MEDICAL SERVICES ADVISORY PROGRAM	A special program designed to assist you in determining the course of treatment that will maximize your benefits under this Certificate.
Payment level for Covered Services from a Non-Plan Provider:	50% of the Eligible Charge

PPO (continued)

Hospital Emergency Care ---Payment level for Emergency Accident Care or Emergency Medical Care from either a Participating, Non-Participating or Non-Plan Provider	90% of the Eligible Charge, no deductible.
PHYSICIAN BENEFITS	
Payment level for Surgical/Medical Covered Services ---Participating Provider ---Non-Participating Provider	80% of the Maximum Allowance 70% of the Maximum Allowance
Payment level for Emergency Accident Care or Emergency Medical Care when rendered by a Physician	90% of the Maximum Allowance, no deductible
Payment level for Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment ---Participating Provide ---Non-Participating Provider	60% of the Maximum Allowance 50% of the Maximum Allowance
Additional Surgical Opinion	100% of the Claim Charge
OTHER COVERED SERVICES	
Payment level	80% of the Eligible Charge or Maximum Allowance

HMO

General Services	Member Cost
Physical Checkups	No Cost
Office Visits	No Cost
Diagnosis/Treatment of Illness/Injury	No Cost
Diagnostic tests and x-rays	No Cost
Inoculations and Immunizations	No Cost
Minor Surgical Procedures	No Cost
Well Care – Adults and Children	No Cost
Family Planning Services	No Cost
Eye Exams, Refractions (all ages)	Call 800-321-EYES for Vision Care Services
School Physicals (excluding sports)	No Cost
Premarital Examinations	No Cost
Hearing Screening Exams (all ages)	No Cost
Hospital Care	
Unlimited Days; Semi-private Room	
Intensive Care Special Unit	No Cost
Doctor's Visits	No Cost
Operating/Recovery Rooms	No Cost
Radiology (Inpatient)	No Cost
X-ray, Lab, Medicine, Drugs (Inpatient)	No Cost
Surgery	
Surgeon, Anesthesiologist, Consultants	No Cost
Maternity Care	
Delivery, Prenatal, Postnatal Care	No Cost
Emergency Care	
Services received after regular office hours at your participating Medical Group	\$10.00

HMO - *Continued*

Services received at a hospital within 30 miles of your participating medical group	\$10.00
Services received beyond 30 miles of your participating Medical Group	No Cost
Mental Health/Substance Abuse <i>Services received through your Primary Care Physician</i>	
Outpatient Mental Health (20 visits/calendar year)	\$20.00/visit
Outpatient Substance Abuse (20 visits/calendar year)	\$20.00/visit
Inpatient Mental Health (20 days/calendar year)	No Cost
Inpatient Substance Abuse (20 days/calendar year)	No Cost
Other Services	
Skilled Nursing Care	No Cost
Rehabilitation Therapy-Speech, Physical and Occupational (limited to a combined 60 visits/year)	No Cost
Home Health Care	No Cost
Blood and Blood Plasma	No Cost
Prosthetic Devices	No Cost
Durable Medical Equipment	No Cost
Prescription Drugs (including Insulin) <i>Generic/Formulary Drugs/Mail Order Drugs</i>	\$3.00/prescription
Oral Contraceptives and Nicotine Patches available through mail order only.	\$3.00/90 Day Supply

BLUE CROSS/BLUE SHIELD DENTAL

Preventive Service <i>Benefit Payment Level</i>	80% of the U & C Fee
Primary Service <i>Benefit Payment Level</i>	80% of the U & C Fee
Major Services <i>Benefit Payment Level</i>	50% of the U & C Fee
Benefit Period <i>Maximum</i>	\$2,000
Orthodontic Services <i>Benefit Payment Level</i>	50% of the U & C Fee
Orthodontics Lifetime Maximum	\$2,000

BLUE CARE DENTAL PLAN 630

Services	Co-Payment
Diagnostic	
Dental Examinations	\$0
Bitewing x-rays	\$0
Full mouth/panographic x-rays	\$0
Other dental x-rays	\$0
Preventive	
Prophylaxis (cleaning/scaling - 2 per year)	\$0
Fluoride treatment (eligible child to 19 – 1/year)	\$0
Oral hygiene and dietary instructions	\$0
Space maintainers	\$0
Sealant application – per tooth (eligible child to 19 – 1/year)	\$0
Restorative	
Amalgam – one surface primary	\$9
Amalgam – one surface permanent	\$10
Resin – one surface anterior including acid etch	\$14
Pin retention per tooth, in addition to restoration	\$11
Inlay – metallic one surface	\$145
Onlay – metallic	\$215
Core buildup including pins	\$43
Crown – temp in conjunc with permanent crown	\$0
Oral Surgery under local anesthetics <i>(including pre & post operative treatment)</i>	
Routine extraction single tooth	\$13
Surgical removal of erupted tooth	\$25
Surgical removal of tooth–soft tissue impact	\$27
Surgical removal of tooth–partial bony impact	\$37
Surgical removal of tooth–complete bony impact	\$50
Alveoloplasty-without extractions-per quadrant	\$37
Periodontics under local anesthetics <i>(including pre & post operative treatment)</i>	
Scaling/root planning-per quadrant w/local anest	\$24
Gingivectomy/gingivoplasty-per quadrant	\$60
Gingival flap procedure inc. root planning-per quadrant	\$70
Osseous surgery, flap entry and closure-per quadrant	\$115
Prosthetics	
Crown – porcelain/ceramic substrate	\$210
Crown – ¾ cast non-precious metal	\$190
Denture – complete upper or lower	\$280
Denture reline – chair side	\$60

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Endodontics under local anesthetics	\$6
Pulp capping, direct or indirect	
Root canal therapy	\$70
Anterior	\$85
Bicuspid	\$105
Molar	\$85
Apicoectomy – per root	
Miscellaneous	
Palliative treatment	\$10
Occlusion adjustment	\$13
Anesthesia	
Regional Block	\$0
Trigeminal division block	\$0
Local	\$0
Orthodontics	
<i>Includes consultations, records fees, treatment and retention. Treatment is limited to one course of Phase II treatment. Total coverage period for treatment and retention will be maximum of 24 months.</i>	
Member	\$1,500
Spouse	\$1,500
Eligible Child to age 19	\$1,500

Out of Area Emergency Treatment

If outside the geographic area of the designated dental group office (more than a 50-mile radius), member will be directly reimbursed for emergency treatment to a maximum of \$50.00. Emergency treatment refers only to those dental services to alleviate pain and suffering.

Accidental Injury

There is no coverage for accidental injury, which is defined as damage to the hard and soft tissues of the oral cavity resulting from forces external to the mouth. Damages resulting from normal chewing function will be covered at the normal schedule of benefits.

Age Limitations

Unmarried dependent children are covered to age 19. Dependent full-time students are covered to age 23.

Maximum Annual Benefit – None

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