

**AGREEMENT BETWEEN**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT 81**

**AND THE**

**SCHILLER PARK EDUCATION ASSOCIATION**

**2009 - 2012 SCHOOL YEARS**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Recognition .....	1
ARTICLE II Negotiations .....	2
ARTICLE III No Strike Provision .....	2
ARTICLE IV Grievance Procedure .....	3
ARTICLE V Assignments and Miscellaneous .....	5
ARTICLE VI Calendar .....	9
ARTICLE VII Payroll Deductions and Procedures .....	9
ARTICLE VIII Leaves .....	10
ARTICLE IX Insurance .....	14
ARTICLE X Compensation .....	15
ARTICLE XI Evaluation .....	19
ARTICLE XII Effect of Agreement .....	21
ARTICLE XIII Duration of the Agreement and Savings Clause .....	21
 APPENDIX A	
 APPENDIX B	
 APPENDIX C	

**ARTICLE I**  
**RECOGNITION**

**100 - Parties to the Agreement.**

This Agreement made and entered into by and between the Board of Education of School District 81, Cook County, State of Illinois (hereinafter referred to as the "Board"), Party of the First Part and the Schiller Park Education Association, affiliate of the Illinois Education Association and the National Education Association (hereinafter referred to as the "Association"), Party of the Second Part.

**101 - Preamble.**

WHEREAS, it is the desire of the parties to this Agreement to continue to work together harmoniously and to promote and maintain relations between the Board and the Association which will serve the best interests of all concerned. THEREFORE, the parties hereto agree as follows:

**102 - Definition of Unit.**

102.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all regularly employed certified teaching personnel in the District excluding the Superintendent, Assistant Superintendent, Business Manager, Curriculum Directors, Principals, Assistant Principals, Substitute Teachers and other administrative and supervisory personnel.

102.2 The term "teacher" when used hereinafter in this Agreement shall refer to all employees in the unit as defined in Paragraph 102.1.

**103 - Board Rights.**

103.1 Except as otherwise specifically provided in this Agreement, the determination of educational policy, the operation and management of the schools, and the control, supervision and direction of all certified and non-certified staff are vested exclusively with the Board.

103.2 No provision of the Agreement shall abrogate the constitutional and statutory rights, duties and responsibilities of the Board. The Board also reserves its right to delegate to its administrators the responsibility for the day-to-day management of the School District in its charge.

**ARTICLE II**  
**NEGOTIATIONS**

**200 - Negotiable Items.**

The parties agree that the following items shall be considered negotiable:

- A. Salaries
- B. Fringe Benefits
- C. Grievance Procedures and Adjustments
- D. Negotiating Procedures
- E. Working Conditions

**201 - Negotiation Procedures.**

201.1 Each party to the negotiations shall select its negotiating representatives provided that the Board shall not select a teacher, as herein defined, as its representative.

201.2 During negotiations, agreed upon materials shall be prepared for the negotiating teams of the Board and the Association and signed prior to the adjournment of the meetings at which such tentative agreement was reached.

201.3 When the Association and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

201.4 The Association shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the School District, including annual financial statement, tentative budget and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which is relevant to negotiations. Nothing herein shall require the administrative staff to research and assemble information.

201.5 The Association will furnish copies of any pertinent information reasonably required by the Board representatives.

**ARTICLE III**  
**NO STRIKE PROVISION**

**300 - No Strike Provision.**

The Association and teachers hereby agree not to strike or to engage in or support or encourage any concerted refusal to render full and complete service to the School District as outlined in PA83-1014.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**400 - General Policy.**

400.1 The Board of Education recognizes that in the interests of effective personnel management, a procedure is necessary whereby its teachers can be assured of prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all regularly employed teachers, and no action of any kind shall be taken against any teacher for initiating or participating in a grievance procedure.

400.2 It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of the Agreement.

400.3 A grievance is defined to be a complaint by any teacher within the bargaining unit based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of the terms of this Agreement.

400.4 Class grievances are defined as grievances which must be resolved above the building level and involve more than one teacher. The Association may initially file these grievances at Step 3.

400.5 Hiring and/or retention of teachers shall not be subject to the grievance procedure.

400.6 Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given a reasonable opportunity to be present at such an adjustment.

400.7 A grievance may be withdrawn at any level without establishing precedent.

400.8 Investigation or processing of any grievance shall be normally carried out on the teacher's own time, after school hours. However, with the approval of the Superintendent, affected personnel may investigate or process grievances on school time.

400.9 The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediately involved superior to resolve problems through free and informal communications. When requested by the teacher, the Association representative may accompany the teacher to assist in the resolution of the grievance.

400.10 If the grievant and the Superintendent agree, Step 1 and/or Step 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.

#### 401 - Procedure for Grievance.

It is the intent of the parties to this Agreement that any and all disputes and differences concerning the application or interpretation of this Agreement shall be settled in the manner hereinafter set forth.

#### 402 - Step 1.

A teacher who has a grievance should discuss it with the Building Principal with the objective of resolving the matter informally. The grievant may have a representative of the Association present.

#### 403 - Step 2.

If a satisfactory solution cannot be reached through Step 1, the grievance shall be submitted in writing and signed by the complaining teacher on the School District grievance form to the Building Principal within thirty (30) calendar days from the date of the incident giving rise to the grievance(s) or the date when the grievant might reasonably be expected to have knowledge of the incident. The Building Principal shall within five (5) working days thereafter render a decision in writing.

#### 404 - Step 3.

404.1 If a satisfactory solution has not been reached, or if no decision has been rendered within five (5) working days, the written grievance as submitted in Step 2 may within five (5) working days be submitted to the Superintendent.

404.2 Within ten (10) working days thereafter the Superintendent shall meet simultaneously with the grievant and an Association representative for the purpose of resolving the grievance. A record of such meeting shall be kept.

404.3 Within thirty (30) working days of such meeting the Superintendent shall render a written decision with copies to the grievant and the Association.

#### 405 - Step 4.

405.1 If the decision at Step 3 is not satisfactory or if no decision is rendered within the time limit in Step 3, the Association may, within thirty (30) working days of the decision or the expiration of the time limit, submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which may act as the administrator of the proceedings.

405.2 Each party shall bear the full costs for its representative in the arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties.

parties. The arbitrator in his/her decision shall not suggest amending, modifying, nullifying, ignoring, or adding to the provisions of the Agreement. His/her authority will be strictly limited to the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the language of the Agreement.

**ARTICLE V**  
**ASSIGNMENTS AND MISCELLANEOUS**

**500 - Professional Assignment.**

500.1 Each teacher is requested to notify the School District of his/her intent to return to the School District the next school year on or before June 1. Each teacher not complying with this Section will not be entitled to the statement as provided for in 500.2.

500.2 By June 8, each teacher following the procedure in 500.1 will receive a written statement of position, grade level, building and subjects.

500.3 Ordinarily, notice of involuntary re-assignment for the coming school year shall be given to the teacher no later than June 1 by the Superintendent or the Building Principal under whom the teacher was assigned prior to his/her re-assignment. Changes in this schedule made after June 1, will be made after consultation with the teacher if he/she is available. The final decision for re-assignment will remain with the Superintendent and/or the Board. If re-assignment is made, the teacher can elect to resign within ten (10) calendar days after receiving such notice of re-assignment.

500.4 Prior to making an involuntary re-assignment during the school year, the Superintendent will discuss the re-assignment with the teacher. The final decision for such re-assignment will remain with the Superintendent and/or the Board.

**501 - Involuntary Transfer.**

501.1 When the Superintendent deems it essential or necessary to affect a transfer, he/she will reduce to writing the reasons and comments for the transfer. A copy shall go to the teacher and to the Association. Said teacher shall have ten (10) days to comment to the Principal and/or Superintendent and has the right to take the issue to the Board. The transfer shall be based on Good Faith and the best interest of the School District. This provision is non-grievable except for the procedures outlined above.

501.2 For two (2) years following the involuntary transfer, any teacher involuntarily transferred who applied for an opening according to the procedures in 502 below, shall be given an interview and if not selected for that position, shall be given the reasons upon request.

## 502 - Notification of Teaching Vacancies and Miscellaneous.

502.1 Presently employed teachers shall be allowed to apply for vacancies and new positions, both curricular and extra-curricular, that occur in the school system between the opening and closing of school. Applications shall be made in writing to the Superintendent with a copy to the Building Principal involved.

502.2 As positions become available between the opening day and closing day of school, they shall be publicized to the present teaching staff by placing a written notice in each faculty room. Application must be made within seven (7) calendar days of such notice. Any vacancy will result in only one (1) position being advertised even though more than one (1) transfer or re-assignment may occur.

502.3 If positions become available after the close of the school in June and before the opening of the next school year, such positions shall be publicized by mail to each teacher who shall have filed his/her name and area of interest with the Superintendent requesting such notification. The teacher must confirm in writing his/her continued interest within ten (10) calendar days of the date of notification. Such notification shall also be posted in the District lobby for at least seven (7) calendar days.

502.4 During the school year there shall be no more than one (1) involuntary transfer occasioned by the opening of any one (1) position, except in the case of the opening of a new school.

502.5 The final decision on filling vacancies remains with the Superintendent and/or the Board.

502.6 The Superintendent will notify in writing the President of the Association of all known vacancies when they occur.

## 503 - Mileage Allowance.

Automobile mileage will be reimbursed for approved travel or regular travel of teachers assigned to more than one building at the current maximum allowable Internal Revenue Service rate per mile under 15,000 miles.

## 504 - Faculty Rooms.

A facility for a teachers' room shall be provided at each of the schools.

## 505 - Use of Facilities.

Teachers will be permitted to use school facilities for Association meetings upon forty-eight (48) hours written notice to the Superintendent and based upon Superintendent approval and availability. Other provisions of Board Policy shall also control.

#### 506 - Work Day.

Teachers shall be permitted to arrive and leave fifteen (15) minutes prior to the normal staff day schedule. The normal teacher workday shall be seven and one-half (7.5) hours. However, each teacher shall attend all meetings called by the Administration. Teachers shall also be expected to attend Open House and Parent-Teacher Conferences scheduled after the work day, and eighth-grade teachers shall be required to attend graduation. Any other events (excluding faculty meetings) shall be voluntary. A teacher who agrees to attend a school event scheduled after the workday and who provides instructional assistance and/or supervision during the event will be paid the supervisory rate, except for events sponsored by the SPEA. The number and qualifications of supervisors or teachers who provide after hours instructional assistance shall be determined exclusively by the Superintendent or his/her designee. A teacher who is assigned to more than one building will only be required to attend the events at his/her home school.

On days scheduled for early release (currently Wednesdays), no after school programs or practices may be scheduled, except athletic contests for which no alternative date is available. On such early release days, teachers shall be required to attend common plan meetings, either district-wide or per individual school site. Effective school year 2010-2011, no course work will be scheduled before 5:00 p.m. for teachers serving on district-wide committees.

#### 507 - Duties.

Effective January 22, 1990, teachers will not be required to supervise bus students at the elementary buildings and playground and cafeteria students at all three (3) schools.

Teachers may be assigned one of the above-listed duties during an emergency at the same rate of pay as supervisors. (See Appendix B.)

#### 508 - Parent/Teacher Conferences.

Teaching responsibilities for the second Parent/ Teacher Conference Day will be determined in accordance with Section 600 and each of its subparts of this Agreement.

#### 509 - Team Leaders.

The Superintendent or his/her designee shall designate, from those teachers who apply or volunteer, who shall serve as team leaders, and the Superintendent or his/her designee shall have the right to remove team leaders. Team leaders shall be expected to perform those functions assigned to them by the Superintendent from time to time. Team leaders at each school will each be compensated \$675.00 per annum. In addition, a team leader shall not be expected to perform any task regarding student lockers not otherwise historically required of another teacher, except for assigning lockers at the beginning of the school year; and shall not be required to count out individual class sets of materials in preparation for distribution to students, except for standardized tests.

tests.

#### 510 - Part-time Teachers.

A part-time teacher shall be compensated for a four (4) hour workday which shall not be required to contain a planning period, and shall be compensated at a rate of 6/10ths the rate of a full-time teacher in the same lane and step. In no event shall a part-time teacher at Lincoln be assigned more than four (4) teaching periods and a supervisory duty.

#### 511 - Class Size.

The Board's goal is to maintain grade level average pupil ratios of not more than 21 to 1 in grades kindergarten, first and second; 25-26 to 1 in grades third through fifth; and 23-26 to 1 in grades sixth through eighth. If an individual class size exceeds the grade level goal, or when the teacher feels the size or composition of the class does not meet the best interests of the students' educational needs, the Superintendent and the Principal involved will meet and confer with the teacher(s) involved and a representative from the SPEA, to discuss possible alternatives and to explore possible solutions.

#### 512 - Title I, ESL and Bilingual Teachers' Clerical Duties.

No classroom teachers shall be required to perform clerical duties previously assigned to the Title I teachers or to ESL teachers or to bilingual teachers. Such clerical duties shall be performed by teachers designated as ESL, bilingual, and/or Title I teachers.

#### 513 - District Policies.

A packet containing an agenda and a copy of any Board of Education Policy to be acted upon by the Board of Education shall be made available to the Association President on the day of each Board of Education meeting.

#### 514 - Staff Development Workshops.

In furtherance of the District's goal to target professional development in the District so that it is linked to school improvement plans, the District shall reimburse teachers who attend out-of-district workshops at the request of the District, provided such attendance has been approved in advance by the Superintendent or his/her designee. Such reimbursement shall be linked to the cost of such workshop. A teacher may initiate a request to attend an out-of-district workshop, subject to advanced approval by the Superintendent or his/her designee and shall be reimbursed as specified above.

#### 515 - Definition of School Year.

For purposes of this Agreement, the term "school year" shall mean the period beginning with

the first day of school, and ending the day preceding the next first day of school.

## **ARTICLE VI** **CALENDAR**

### **600 - Calendar Committee.**

600.1 The representatives of the Association and the Administration shall meet to establish the proposed school calendar.

600.2 The committee shall be known as the Calendar Committee and shall consist of three (3) representatives selected by the Association and three (3) representatives from the District to include the Superintendent who shall act as Chairperson. A representative of the Association shall act as Secretary.

600.3 The Committee shall submit a proposed school calendar to the Board and the Executive Committee of the Association for approval, prior to the March meeting of the Board.

600.4 If an agreement cannot be reached by the Committee prior to the March meeting, the Administration shall submit a recommended calendar to the Board which shall include a report covering the areas of disagreement between the Association and the Administration.

600.5 The Board has the final responsibility for establishing the school calendar.

### **601 - School Closings.**

When schools are officially closed, leave and personal business days approved for a teacher shall not be deducted.

## **ARTICLE VII** **PAYROLL DEDUCTIONS AND PROCEDURES**

### **700 - Deductions.**

700.1 The Board shall make available to teachers payroll deduction privileges for tax-sheltered annuity programs, hospitalization for dependents, credit union, and Association dues. Dues are to be remitted to the Schiller Park Education Association.

700.2 The Association shall annually submit a list of names of those teachers wishing payroll deductions for dues by October 1 of each year. Additional names will be submitted as they become available. The Association and the Business Office shall agree on the number and amount of the payroll deductions.

700.3 Dues deduction shall automatically be suspended during any concerted activity

against and/or refusal to render full and complete services to the District.

700.4 All payroll deductions shall be requested in writing and the request may be revoked in writing by the individual at any time.

701 - Pay Periods.

Prior to their first paycheck, teachers shall indicate preference for payment of salaries on a nineteen (19) or twenty-four (24) payment basis.

702 - Fair Share.

702.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association.

702.2 In the event any of the above does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the individual upon written notification from the Association.

702.3 The Association agrees that it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this provision.

702.4 It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which arises as a result of willful misconduct by the Board.

702.5 The Board agrees to contact the Association in a timely manner and to cooperate with the Association in regard to this provision. The Association agrees to provide its own counsel in regard to defending this matter.

**ARTICLE VIII**  
**LEAVES**

800 - Sick Leave.

800.1 Full-time certified teachers shall have ten (10) days sick leave per school year for personal illness or illness in the immediate family or household, or birth, adoption, or placement for adoption, as provided in 105 ILCS 5/24-6, as amended. These sick days shall accumulate without limit. Unused business days will accumulate as a part of sick leave accumulation. However, teachers upon reaching the tenth year of service in the District shall be given a total of twelve (12) days per year and upon reaching the fifteenth year of service in the District shall be given a total of fifteen (15) days per year. Additional sick leave days shall be granted as follows:

Beginning in year 25  
Beginning in year 30

20 days of sick leave per year  
25 days of sick leave per year

800.2 Immediate family shall be defined as spouse, parents, grandparents, children, step-children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian and grandchildren.

800.3 The provisions of the federal Family and Medical Leave Act (29 USC 2601 *et seq.*) shall be extended to bargaining unit members with the following modifications: All teachers in the bargaining unit shall be eligible for twelve (12) weeks of Family and Medical Leave. This leave shall be calculated from the first day of each school year, with twelve (12) weeks available commencing that date. Employees who are married to other employees shall each be eligible for the twelve (12) weeks leave.

Prior to utilizing FMLA leave, a teacher must use paid sick leave until he/she has exhausted all but five (5) days of his/her accumulated sick leave or until he/she has used a total of fifty (50) days of accumulated sick leave, whichever occurs first. Upon the exhaustion of all but five (5) days of the accumulated sick leave or the fifty (50) days of sick leave, the teacher shall have the option of using his/her FMLA leave. A teacher may utilize any additional accumulated sick leave as part of any FMLA leave, at the teacher's option, but such use of additional sick leave shall run concurrently with such FMLA leave (i.e. one sick day used = one FMLA day used).

800.4 FMLA: Maternity, Newborn Child Bonding or Adoption or Foster Care Leaves. A teacher who is granted FMLA leave for the birth of a child, or to bond with or care for such newborn child, or for the placement of a child with the teacher for adoption or foster care, shall be required to return to work at the conclusion of the FMLA leave, unless additional Parental Leave is granted, pursuant to Section 811 of this Agreement. In general, such additional Parental Leave shall need to extend either through the end of winter break or through the end of the academic year in which the most recent FMLA leave was commenced.

In addition, such types of FMLA leave shall be subject to the provisions of 29 C.F.R. § 825.602 and 29 C.F.R. § 825.603.

#### 801 - Death in the Family Leave.

If needed, in each school year, up to three (3) additional days shall be granted for each death in the immediate family. Such days shall not be cumulative.

#### 802 - Death in Non-Immediate Family Leave.

802.1 Such leave shall be granted to a maximum of one (1) day per death. If needed, additional days shall be deducted from accumulated sick leave.

802.2 Non-immediate family shall be defined as grandparents-in-law, guardians of the employee's spouse, step-grandchildren, uncles, aunts, nieces, nephews and first cousins.

803 - Business Day Leave.

Each full-time certified teacher shall be eligible for up to two (2) days leave per school year, non-cumulative without deduction in pay. These days shall be for the purpose of transacting or attending to legal, business, household, medical, religious or family matters, which require absence during school hours and which cannot be attended to at any other time (before or after school, weekends, vacations, etc.). Except in emergencies, the certified teacher shall give his/her Building Principal a written request and his/her reason by category, to take such leave at least three (3) days in advance of the day he/she proposes to be absent. Leave is subject to the final approval of the Superintendent or his/her designated representative. Except by permission of the Superintendent, business days may not be taken the day before or the day after a holiday or vacation.

804 - Sabbatical Leave.

804.1 Qualified teachers shall be eligible to apply for sabbatical leave. Application must be received by February 1 with the recommendations of the Superintendent made to the Board at the March Board meeting. The Board will normally give its decision at the March meeting.

804.2 Each year during the budgetary preparation period, the Board will consider the feasibility of providing funds for this leave.

805 - Educational Leave.

A tenured teacher may be granted leave without pay for no more than one (1) school year for advanced study with approval of the Board.

806 - Government and Professional Service Leave.

A tenured teacher shall be granted leave without pay for an elective or appointive office in government, or in a state or national professional organization. Such leaves shall be for the term of the office. Upon returning, the teacher will be placed on the salary schedule at the next step above the step he/she held prior to the leave.

807 - Military Leave.

A tenured teacher who shall enter into military service shall be granted a leave without pay for the duration of the service. Teachers returning from military service leave shall resume duty only at the beginning of a regular school year, unless a position is open at another time. Upon returning, the teacher shall be placed on the salary schedule at the next step above the step held prior to the leave if the teacher returns in a year subsequent to the year in which the teacher left for military service.

808 - Jury Duty Leave.

The Board will pay full salary during the period of jury duty. The teacher will remit to the District remuneration received from the court for the school days involved minus transportation allowance granted by the court.

809 - Association Leave.

The Board shall provide, at no cost to the Association or individual teacher, five (5) days per school year of release time for handling of Association business.

810 - Conference Leave.

A teacher may be granted time without loss of pay to attend educational meetings. Prior approval must be secured from the Building Principal and the Superintendent.

811 - Parental Leave.

A tenured teacher may be granted a parental leave without pay for a period up to one (1) year with the approval of the Board. A non-tenured teacher who has worked in the District at least two (2) school years shall be eligible for such leave under the same conditions listed above, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The School Code for purposes of continuous employment necessary to attain contractual continued service status. Upon return from such leave, the teacher shall begin the first probationary year.

812 - Other Leaves.

A tenured teacher may be granted leave without pay for extended illness or emergencies of the home. Approval must be granted by the Building Principal and the Superintendent with final action to be taken by the Board. The maximum term shall be two (2) school years, unless extended by the approval of the Board.

813 - Leaves; General Conditions.

813.1 Upon reinstatement at the beginning of a school year, a teacher shall be returned to his/her former position or a comparable position wherever possible.

813.2 The Board has the power to grant leaves other than those listed above.

813.3 Teachers wishing to return to work, prior to the start or expiration date of their Board-granted leave, may file such a request with the office of the Superintendent. Requests will be considered in filling vacancies.

814 - Accident or Injury Leave.

Absence due to injury or accident incurred in the course of the teacher's employment shall be charged one-third (1/3) day against the teacher's sick leave days. The Board shall continue the teacher's wages and benefits in full until Workers' Compensation payments begin. The Employer shall pay to such employee the difference between his/her contractual salary and all benefits received under the Illinois Workers' Compensation Act for the duration of such absence.

815 - Compensatory Days.

Teachers earning compensatory days pursuant to this Agreement shall be required to use such compensatory days in the semester in which they are earned. No compensatory days may be accumulated from semester to semester or from academic year to academic year. Except in emergencies, the certified teacher shall provide his/her Building Principal a written request to use a compensatory day pursuant to this section at least three (3) days in advance of the day he/she proposes to be absent.

**ARTICLE IX**  
**INSURANCE**

900.1 All full-time teachers shall be covered by a twelve (12) month comprehensive preferred provider hospitalization, surgical, major medical plan, and a dental plan. Both commence September 1, annually. The Board will pay the entire cost of the premiums for individual teacher coverage in the PPO plan and dental plan during this period.

The Board will make a Section 125 cafeteria plan available to all full-time and part-time teachers in the bargaining unit who work thirty (30) hours a week. The PPO plan shall have benefits as outlined on the Schedule of Benefits attached to this Agreement as Appendix C.

900.2 Commencing on the 1<sup>st</sup> day of the first month next following the date of ratification of this Agreement by the Union, the Board of Education will contribute thirty-six percent (36%) of the premium for full-time teachers employed and enrolled in the District's dependent health and medical insurance PPO program (to be increased to thirty-seven percent (37%) effective September 1, 2010 and to be increased to thirty-seven and one-half percent (37.5%) effective September 1, 2011). The Board of Education will make available to all full-time teachers a dependent dental plan with premiums paid by the teacher.

900.3 Teachers on leave may remain in the group by paying the entire cost of the premium if approved by the carrier.

900.4 Teachers who retire from the District shall be eligible to remain in the District comprehensive hospitalization, surgical, major medical plan and dental plan by paying the entire cost of the premium, so long as the teacher remains eligible pursuant to COBRA, not to exceed eighteen

(18) months after the date of retirement. All employees retired as of August 31, 1994 and currently in the plan may remain in the program for as long as the carrier permits. Teachers who retire from the District shall be eligible to remain in the District dental plan by paying the entire cost of the premium.

900.5 Replacement teachers rehired as of June 30 as a full-time teacher for the fall term will be provided with insurance during July and August preceding that fall term. This will be the same insurance coverage provided for all full-time teachers as outlined in 900.1.

900.6 The District will schedule an annual meeting during non-work hours with a representative from the health insurance carrier, for teachers to attend on a voluntary basis.

900.7 The parties agree that the Board may take actions to comply with or exempt itself from the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

## **ARTICLE X** **COMPENSATION**

### **1000 - Tuition Reimbursement.**

The Board shall pay one-half (1/2) of tuition costs up to a maximum reimbursement of Two Thousand (\$2,000.00) Dollars with a minimum base of One Hundred (\$100.00) Dollars per credit hour per year for course work, under the following conditions:

- A. course work has the prior approval of the Superintendent of schools. In the event the course work is toward achieving a degree in administration, the teacher shall meet with the Superintendent prior to the Superintendent determining whether to approve or deny the request for tuition reimbursement.
- B. course work is toward the next higher degree and/or job related to the education of elementary school children.
- C. course work is taken at a recognized college or university.
- D. effective January 1, 2010, course work beyond the requirements for a Masters Degree to be awarded shall be reimbursed at 50% of the regular reimbursement rate.

Should the cost per credit hour be less than One Hundred (\$100.00) Dollars, the employee shall be reimbursed in an amount equal to that cost per credit hour.

Reimbursement will be made within sixty (60) days after the submission of official transcripts showing a grade of "B" or better and the completion of the District form for tuition reimbursement. Teachers receiving reimbursement for over six (6) credit hours per contract year must teach in the

must teach in the School District the following year for a complete school year or reimburse the District in the amount received for that contract year.

1001 - Summer Workshop.

Teachers new in the District shall be required to attend no more than four (4) workshop days to be held at the last week prior to the opening of school. All teachers shall have the major part of one (1) day for classroom preparation. The salary herein set forth includes full pay for the days of pre-school workshop that precede the first day of pupil attendance. Teachers shall be paid at the rate of Thirty-Five (\$35.00) Dollars per day for all days in excess of the above-mentioned pre-school workshop days.

1002 - Extended School Year.

Extended school year classes will be held at the discretion of the Board of Education. Teachers employed by the Board of Education shall receive Twenty-Nine (\$29.00) Dollars per hour for the 2009-2010, Thirty (\$30.00) Dollars per hour for the 2010-2011, and Thirty-One (\$31.00) Dollars per hour for the 2011-2012 extended school year programs. Teachers will normally work a four (4) hour day during summer school. Leaves and grievance procedures are not in effect during the summer school program.

1003 - Retirement Fund Contributions.

The Board shall pick-up and pay the teachers' nine percent (9%) contributions to the State of Illinois Teachers' Retirement System (not to exceed a factor of .098901). In the event that a referendum for Education Fund and PTELL increase is approved in February 2008, the pick-up rate paid by the District shall be 9.4% (not to exceed a factor of .103753).

1004 - Extra-Curricular and Other Differentials.

See Appendix B.

1005 - Determining Compensation.

1005.1 Salary Schedules. The salary schedules attached hereto as "Appendix A" shall only apply to teachers in the BA lane having six (6) years or less experience, to those teachers in the BA+15 lane having eight (8) or less years experience and to those teachers in all MA lanes having twenty-five (25) or less years experience.

1005.2 Teachers Off the Salary Schedule.

(A) No horizontal lane movement for teachers off the salary schedule. Teachers off the salary schedule shall be defined as those teachers who are beyond Step 6 in the BA lane, beyond Step 8 in the BA+15 lane, or beyond Step 25 in either of the MA, MA+15 or MA+30 lanes. Teachers off

the salary schedule cannot move to another lane except as outlined in subsection (C) . Only teachers who have a Masters Degree can move to the MA+15 or MA+30 lane.

(B) Compensation when no lane movement is made. Teachers who are off the salary schedule and who have not made a horizontal lane movement shall receive, for the year in which such horizontal move was not made, the percentage increase identified in the side letter which describes those individuals and their corresponding percentage increase for 2009-2010; a 1.89% increase in 2010-2011; and the percentage increase in the base salary (to be determined when the PTELL limitation is determined in January 2011; *e.g.*, if the PTELL increase equals 3.0%, then the percentage increase for those teachers off of the salary schedule shall be equal to 1.12%), or be paid a salary equal to the last salary step in the applicable salary lane, whichever is greater.

(C) Discretionary three (3) year extension for teachers who have made progress. The Board of Education may grant an additional three (3) years to move horizontally across the salary schedule to teachers who are in their last step on the salary schedule, based upon the recommendation of the Superintendent and the Board of Education finding that exigent circumstances have prevented the teacher from making the horizontal lane movement within the time specified in Paragraph (A) herein, and further provided that such teacher has completed at least one-half (½) of the required credit hours necessary for such lane movement.

(D) Teachers who can be placed on salary schedule after a lane change. Teachers who are off the salary schedule but who make a lane change pursuant to Paragraph (C) above shall be placed upon the appropriate lane and step consistent with their experience.

(E) Teachers on the MA+30 lane. Teachers on or off the salary schedule in the MA+30 lane will receive an annual salary enhancement of Five Hundred (\$500.00) Dollars for each fifteen (15) credit hours earned in excess of the thirty (30) credit hours which entitled such teacher to entry onto the MA+30 lane.

(F) Advanced degrees or certificates. Any teacher who earns a C.A.S. or equivalent degree or who earns National Board Certification will receive an annual salary enhancement of One Thousand (\$1,000.00) Dollars. Any teacher who earns a PhD or equivalent degree will receive an annual salary enhancement of Two Thousand (\$2,000.00) Dollars. Teachers earning compensation under this paragraph shall not be entitled to any compensation under Paragraph (E) above.

1005.3 New Teachers. All new teachers shall receive a salary as approved by the Board of Education. Such salary shall not exceed the amount provided on the salary schedule according to actual years of teaching service and credit hours.

## 1006 - Retirement.

1006.1 Early Retirement. A teacher who has twenty (20) years of creditable service with the Teachers' Retirement System of the State of Illinois, upon reaching the age of fifty-five (55), shall be eligible upon notification to the District by January 15 of the last year of teaching service for early

early retirement. This early retirement benefit shall be subject to the provisions of 40 ILCS 5/16-133.2. The District shall honor the request of all teachers who are eligible and shall follow the schedule listed below:

RETIREMENT AGE	PAYMENT BY BOARD	PAYMENT BY TEACHER
55	135%	40%
56	108%	32%
57	81%	24%
58	54%	16%
59	27%	8%

A cash bonus of Three Thousand (\$3,000.00) Dollars shall be paid to all teachers eligible to retire under this incentive program.

The above provisions are applicable only to the employees of District 81 and do not extend any rights granted herein to members of the immediate family or household.

The District reserves the right to limit the number of bargaining unit members who may retire under Section 16-133.2 of the TRS Act in any year to a specified percentage of those eligible, not less than 10%, with the right to participate to be allocated on the basis of seniority in the service of District 81.

1006.2 Salary Bonus.

(A) Teachers who retire through the Illinois Teacher’s Retirement System (TRS) and who have a minimum of fifteen (15) years of teaching service in the District and who will be at least fifty-five (55) years of age at the date of retirement and who submit a letter of retirement by May 15 of the year which is not more than four (4) years and not less than one (1) year in advance of retirement and who were employed in the District before July 1, 1986 are entitled to a Service Recognition Bonus (SRB). Part of the SRB will be used to increase the teacher’s salary to six percent (6%) over the teacher’s TRS creditable earnings for the previous school year in each of the last year(s) of employment after such notice has been provided (not more than four (4) years and not less than one (1) year). Such increases shall be inclusive of step and lane movements, compensation for no lane movements, salary enhancements, and any other compensation which is deemed as salary by TRS for pension calculations for those years. In consideration of such salary increases, the teacher shall continue to perform such extra-duties and any additional extra-duties performed by the teacher after submission of the retirement notice, as were excluded in calculating the teacher’s SRB payments, unless the superintendent approves the teacher’s discontinuation of the extra-duty for good cause shown. In no event shall the total SRB exceed nineteen percent (19%) of the teacher’s salary in the last year of employment preceding retirement (“Maximum SRB Payments”). If there is any remainder of the SRB which is less than such Maximum SRB Payments, the remainder shall be paid to the teacher in a lump sum the month following retirement.

(B) Teachers who retire through the Illinois Teacher’s Retirement System (TRS) and who

who have a minimum of fifteen (15) years of teaching service in the District and who will be at least fifty-five (55) years of age at the date of retirement and who submit a letter of retirement by May 15 of the year which is not more than four (4) years and not less than one (1) year in advance of retirement and who were employed in the District after July 1, 1986 and before July 1, 2004 are entitled to either the Early Retirement Option benefit, as referenced in Section 1006.1 above, or a Service Recognition Bonus (SRB) equal to \$2,500.00. Part of the SRB will be used to increase the teacher's salary to six percent (6%) over the teacher's TRS creditable earnings for the previous school year in each of the last year(s) of employment after such notice has been provided (not more than four (4) years and not less than one (1) year). Such increases shall be inclusive of step and lane movements, compensation for no lane movements, salary enhancements, and any other compensation which is deemed as salary by TRS for pension calculations for those years. In consideration of such salary increases, the teacher shall continue to perform such extra-duties and any additional extra-duties performed by the teacher after submission of the retirement notice, as were excluded in calculating the teacher's SRB payments, unless the superintendent approves the teacher's discontinuation of the extra-duty for good cause shown. In no event shall the total SRB exceed \$2,500.00 ("Maximum SRB Payments"). If there is any remainder of the SRB which is less than such Maximum SRB Payments, the remainder shall be paid to the teacher in a lump sum the month following retirement.

## ARTICLE XI EVALUATION

### 1100 - Teacher Evaluation.

1100.1 The Evaluation Study Committee shall make such study and recommendation(s) as it may deem necessary to insure District compliance with the appropriate provisions of the School Code of Illinois as it pertains to teacher evaluation.

1100.2 The Evaluation Study Committee shall make its recommendation(s) to the Superintendent and the Association Bargaining Committee. The Superintendent will then submit the recommendation(s) to the Board of Education for action at the next Board meeting.

1100.3 During the month of January, the Association or the Administration may notify the other party in writing that they wish to consider making changes in the Teacher Evaluation Procedure and Document. Upon receiving the written notice, an Evaluation Committee shall be formed and commence meeting within forty-five (45) calendar days. The Committee shall be composed of no more than four (4) representatives selected by the Association and no more than four (4) members selected by the Superintendent, shall have co-chairpersons; one (1) person from the Association and one (1) person from the Administration. The Association team shall have one (1) vote and the Superintendent's team shall have one (1) vote. It shall be required that both teams cast their one (1) vote in favor of all proposed changes in the plan before the plan is considered approved by the Committee.

The Committee's recommendation will be submitted to the Superintendent. The

Superintendent shall then submit the Committee's recommendations to the Board of Education for consideration and approval. After the plan is approved by the Board it shall not be used to evaluate teachers until the start of the next school year.

If the Board does not approve the Committee's recommendations, they will return the plan to the Committee with a note regarding their concerns.

Teachers on remediation will not be subject to a change in evaluation instruments during the period of remediation.

1100.4 Parental complaints which are acted upon as a basis for disciplinary action will be presented in writing to the involved teacher. The involved teacher will be given a reasonable opportunity to respond to the alleged charges.

#### 1101 - Parental Complaints.

All written parental complaints shall be dealt with in the following manner.

1101.1 The parent(s) must meet with the teacher unless the parent(s) refuse(s).

1101.2 If a satisfactory solution is not reached then the parent(s) may meet with the teacher and the immediate supervisor.

1101.3 If further consideration is necessary, the parent(s) may meet with the teacher, the immediate supervisor and the Superintendent.

#### 1102 - Pupil Discipline.

1102.1 Pupil discipline procedures and guidelines in each building shall be reviewed annually by the Building Principal in consultation with his/her teaching staff.

1102.2 Copies of written complaints from parents will be given to teachers.

1102.3 Suggested changes in guidelines will be forwarded to the Superintendent.

1102.4 Teachers will receive copies of the rules governing discipline for their building.

#### 1103 - Teacher Assaults.

A case of assault upon a teacher while on duty for the school system shall be promptly reported to the Superintendent or his designee.

**ARTICLE XII**  
**EFFECT OF AGREEMENT**

1200 - Effect of Agreement.

The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties.

**ARTICLE XIII**  
**DURATION OF THE AGREEMENT AND SAVINGS CLAUSE**

1300 - Duration of Agreement.

This Agreement shall be effective upon signing and shall remain in effect until the last day before the first day of the 2012-2013 school year.

1301 - Savings Clause.

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause shall be automatically deleted from this Agreement to the extent that it violates the law.

1302 - Signatures.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2009.

SCHILLER PARK EDUCATION  
ASSOCIATION, IEA-NEA

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 81

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Secretary

**APPENDIX A**  
**2009-2010 Salary Schedule**

**2009-2010 Salary Schedule**                      **(w/o TRS)**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	34,343	35,446	37,409	38,635	39,864
2	35,065	36,190	38,327	39,581	40,840
3	35,801	36,951	39,265	40,552	41,841
4	36,553	37,727	40,227	41,544	42,867
5	37,321	38,519	41,213	42,563	43,916
6	38,104	39,328	42,223	43,606	44,993
7		40,153	43,257	44,674	46,094
8		40,996	44,317	45,769	47,225
9			45,403	46,890	48,382
10			46,515	48,039	49,566
11			47,655	49,216	50,781
12			48,823	50,422	52,026
13			50,019	51,657	53,300
14			51,244	52,922	54,605
15			52,499	54,219	55,944
16			53,786	55,547	57,314
17			55,104	56,907	58,718
18			56,454	58,302	60,156
19			57,836	59,731	61,631
20			59,253	61,194	63,140
21			60,706	62,694	64,688
22			62,192	64,229	66,272
23			63,717	65,802	67,896
24			65,278	67,415	69,559
25			66,876	69,067	71,263

**FOR INFORMATION PURPOSES ONLY**  
**2009-2010 Salary Schedule (including TRS)**

**2009-2010 Salary Schedule                      (w/ .103753 TRS Factor)**

<b><u>Step</u></b>	<b><u>BA</u></b>	<b><u>BA+15</u></b>	<b><u>MA</u></b>	<b><u>MA+15</u></b>	<b><u>MA+30</u></b>
1	37,907	39,124	41,291	42,644	44,000
2	38,703	39,945	42,303	43,688	45,078
3	39,515	40,784	43,339	44,759	46,182
4	40,345	41,641	44,401	45,855	47,314
5	41,193	42,515	45,489	46,979	48,473
6	42,058	43,408	46,604	48,130	49,661
7		44,319	47,745	49,309	50,877
8		45,250	48,915	50,517	52,124
9			50,114	51,755	53,401
10			51,341	53,023	54,709
11			52,599	54,322	56,050
12			53,888	55,653	57,423
13			55,208	57,016	58,830
14			56,561	58,413	60,271
15			57,946	59,844	61,748
16			59,366	61,310	63,260
17			60,821	62,812	64,810
18			62,311	64,351	66,398
19			63,837	65,928	68,025
20			65,401	67,543	69,691
21			67,004	69,198	71,399
22			68,645	70,893	73,148
23			70,327	72,630	74,940
24			72,050	74,410	76,776
25			73,815	76,233	78,657

**APPENDIX A**  
**2010-2011 Salary Schedule**

**2010-2011 Salary Schedule**                      **(w/o TRS)**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	34,992	36,116	38,117	39,366	40,618
2	35,727	36,874	39,051	40,330	41,612
3	36,478	37,649	40,008	41,318	42,632
4	37,244	38,440	40,987	42,330	43,676
5	38,026	39,247	41,992	43,368	44,746
6	38,825	40,070	43,020	44,429	45,842
7		40,913	44,075	45,519	46,967
8		41,771	45,155	46,634	48,117
9			46,261	47,776	49,295
10			47,395	48,947	50,503
11			48,555	50,145	51,741
12			49,745	51,375	53,008
13			50,964	52,633	54,307
14			52,213	53,923	55,637
15			53,492	55,243	57,001
16			54,803	56,597	58,397
17			56,145	57,984	59,827
18			57,520	59,405	61,293
19			58,930	60,860	62,796
20			60,373	62,351	64,334
21			61,853	63,879	65,910
22			63,368	65,443	67,525
23			64,920	67,047	69,180
24			66,511	68,690	70,874
25			68,140	70,373	72,611

**FOR INFORMATION PURPOSES ONLY**  
**2010-2011 Salary Schedule (including TRS)**

**2010-2011 Salary Schedule                      (w/ .103753 TRS Factor)**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	38,623	39,863	42,072	43,450	44,832
2	39,434	40,700	43,103	44,514	45,930
3	40,262	41,555	44,159	45,605	47,055
4	41,108	42,428	45,240	46,722	48,208
5	41,971	43,319	46,349	47,867	49,389
6	42,853	44,228	47,484	49,039	50,599
7		45,157	48,648	50,241	51,839
8		46,105	49,840	51,472	53,109
9			51,061	52,733	54,410
10			52,312	54,025	55,743
11			53,593	55,348	57,109
12			54,906	56,705	58,508
13			56,252	58,094	59,941
14			57,630	59,517	61,410
15			59,042	60,975	62,915
16			60,488	62,469	64,456
17			61,970	64,000	66,035
18			63,488	65,568	67,653
19			65,044	67,174	69,311
20			66,637	68,820	71,009
21			68,270	70,506	72,748
22			69,943	72,233	74,531
23			71,656	74,003	76,357
24			73,412	75,816	78,227
25			75,210	77,674	80,144

## **2011-2012 Salary Schedule**

The salary schedule shall not increase the 2010-2011 cost to the Board by more than the increase in the consumer price index utilized for PTELL purposes, but not less than three percent (3%) nor more than five percent (5%). The salary schedule shall be prepared by the SPEA and presented to the Board for review, following the Board's notification to the SPEA no later than fourteen (14) days after the issuance of the PTELL limitations in or about January 2011, for the 2011 tax levy.

**APPENDIX B**

EXTRA-CURRICULAR DIFFERENTIALS

The District has the right to fill or not fill any position on this Appendix B.

Coaching Boys & Girls Sports: \*\*

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Softball	\$2,728	\$2,837	*
Basketball	\$4,047	\$4,209	*
Volleyball	\$3,906	\$4,062	*
Boys Soccer	\$2,728	\$2,837	*
Girls Soccer	\$2,728	\$2,837	*
Athletic Director	\$2,000	\$2,080	*

Assistant Coach - Boys & Girls

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Volleyball & Basketball	\$1,196	\$1,244	*
Softball	\$ 740	\$ 770	

\*\* Full Season - Entire Academic Year

If the length of a season or sport changes in any way during the JR 10 conference, the parties involved will open the contract for negotiations on this matter.

Supervisory Positions

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Bus Line Supervisor	\$17.55/hr	\$18.25/hr	*
Dance or Other Evening Activity Supervisors	\$17.55/hr	\$18.25/hr	*
Sport Supervisors (3 Supervisors per game, one of which should be female)	\$17.55/hr	\$18.25/hr	*
Safety Patrol Supervisors	\$ 439	\$ 457	*

\*For 2011-2012, stipend to be increased by the percentage increase in the CPI utilized by PTELL law but not less than 3% nor more than 5%

Activity Program

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Intramural Sports sponsor	\$1,967	\$2,046	*
Student Council sponsors (2)	\$1,990	\$2,070	*
Cheerleader sponsors (2)			
(1 Varsity, 1 Jr. Varsity)	\$1,835	\$1,908	*
Yearbook sponsor	\$1,645	\$1,711	*
Newspaper sponsor (6 issues)	\$ 281	\$ 292	*
	per issue	per issue	per issue
Chorus sponsor (Lincoln)	\$2,777	\$2,888	*
Chorus sponsor (Washington)	\$1,666	\$1,733	*
Beginning Band	\$1,666	\$1,733	*
Concert Band	\$1,666	\$1,733	*
Jazz Band	\$1,666	\$1,733	*
Symphonic Band	\$2,777	\$2,888	*
BACH	\$ 396	\$ 412	*
Accompanist	\$28.89/hr	\$30.05/hr	*
Drama	\$2,000	\$2,080	*
Art Club	\$1,117	\$1,162	*
Chess Club	\$1,397	\$1,453	*
Math Club	\$1,397	\$1,453	*

Other Clubs & Activities

Any teacher who wishes to sponsor an after school activity or club may do so after obtaining approval for such activity or club from the Board upon recommendation of the Superintendent. The rate of pay for amounts paid to newly created extra-duty assignments shall be negotiable with the Association.

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Internal Substitution Pay	\$27.33/hr	\$28.43/hr	*
Summer Curriculum and			
Summer Instruction Committee	\$30.49/hr	\$31.71/hr	*

**A teacher who serves on a committee whose work extends over an entire school year will receive payment in December and June upon submission of a timesheet and work product.**

NOTE: COURSES, ACTIVITIES AND CLUBS INVOLVING OTHER THAN K-8 DISTRICT 81 PUBLIC SCHOOL CHILDREN DO NOT FALL UNDER THE TERMS OF THIS CONTRACT.

\*For 2011-2012, stipend to be increased by the percentage increase in the CPI utilized by PTELL law but not less than 3% nor more than 5%

**APPENDIX C**

**SCHEDULE OF BENEFITS**

**MAJOR MEDICAL BENEFITS**

**MAXIMUM**

**BENEFIT**

\$1,000,000 lifetime

Benefit for Treatment of Mental or Nervous Disorders and/or Chemical Dependency

\$50,000 lifetime

Benefit for Outpatient Treatment of Mental or Nervous Disorders and/or Chemical Dependency

\$1,500 per Calendar Year

Benefit for Treatment of Tempromandibular Joint Dysfunction Syndrome

\$1,000 lifetime

Benefit for Routine Health Care  
(\$50 may be applied toward reimbursement for an eye exam)

\$500 per Calendar Year,  
per individual, after age 3

Well-Child Care  
(per person birth to age 3)

\$1,500 per person total for use between birth and age 3  
e.g. can use \$1,100 in first year and have \$400 remaining over the next 2 years

**Network  
Provider**

**Non-Network  
Provider**

**DEDUCTIBLES**

Calendar Year-Waived for Second Surgical Opinion (Cost Care listed procedures only)

Individual  
Family

\$250  
\$500

\$500  
\$1,000

Emergency Room Deductible

\$75 co-pay, then deductible and 100%

**CO-PAYMENT PERCENTAGE FOR:**

Physician Office, Home and Clinic Visits

90% (after \$25    60%

(includes routine care for Network providers)	per visit co-payment)	
Second Surgical Opinion (Cost Care listed procedures)	100%	100%
Ambulance Services, Medical Supplies and Equipment	80% of Deductible	
Prescription Drugs	\$5/\$20/\$35 Limit of \$1,000 annually for all prescription drug co-pays	
Mail Order Prescriptions	\$10/\$40/\$70 Limit of \$1,000 annually for all prescription drug co-pays	
All Other Covered Expenses	90%	60%

**OUT-OF-POCKET LIMITS (Excluding Deductibles):**

Per Individual	\$2,000	\$4,000
Per Family	\$4,000	\$8,000

**Notes:**

1. Benefits for all Hospital confinements are subject to the Mandatory Preadmission Review and length of stay provisions (See COST CONTAINMENT PROVISIONS in the General Information Section).
2. The \$75 emergency room deductible is waived if the covered individual is subsequently admitted to the Network Hospital.
3. Any amount applied to the Calendar Year deductible and out-of-pocket limits for Network providers shall also be applied to the Calendar Year deductible and out-of-pocket limits, respectively, for non-Network providers, and vice versa.