

AGREEMENT
BETWEEN THE

BOARD OF EDUCATION
OF
LINDOP SCHOOL DISTRICT 92
AND THE
LINDOP TEACHERS' ASSOCIATION, IEA-NEA
2014-2017

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ARTICLE I — COMPLETE UNDERSTANDING

1. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not covered by law or by specific agreement of the parties; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waive any right which may otherwise exist to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE II — RECOGNITION

The Board of Education of School District No. 92, Cook County, Illinois, hereinafter referred to as the Board, recognizes Lindop Teachers' Association, IEA/NEA, hereinafter referred to as the Association, as the sole and exclusive negotiating agent for all full-time and regularly employed part-time personnel required to be certified, including school social workers, nurses, librarians, and school psychologists, hereinafter referred to as teachers. The Superintendent, Principal, and all other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discipline, evaluate, or process employee grievances shall not be included in the Association, nor shall any certified staff hired for less than the full academic year.

ARTICLE III — MANAGEMENT RIGHTS

All management rights and functions, except those which are elsewhere expressed clearly and unmistakably abridged by this Agreement, shall remain vested exclusively in the Board. It is recognized that such rights and functions include, but are not limited to:

1. The control of property and the composition, assignment, direction, and determination of the size and type of the faculty and staff;
2. The right to determine the work to be done and the standards to be met by employees covered by this Agreement;
3. The right to change or introduce new programs and courses of instruction, methods, processes, means and facilities;
4. The right to hire, establish work schedules, determine hours of employment, assign, transfer, or release (R.I.F.) District employees;
5. The right to determine the qualifications of employees and to suspend, discipline, and discharge employees and otherwise to maintain an orderly,

effective and efficient operation; no such management rights and functions shall be in violation of state or federal law. No teacher shall be removed during the school term without cause.

6. Failing to exercise a right shall not be deemed to prevent the Board from exercising that right in the future. Subject to other provisions of this Article, exercising a right in a particular manner shall not prevent the Board from exercising that right in a different manner in the future.

ARTICLE IV — ASSOCIATION RIGHTS

1. **Notice of Board Meetings/Copies of Board Minutes**

The President of the Association shall be given written notice of all regular and special meetings of the Board, together with a copy of the agenda of each meeting, at least twenty-four (24) hours prior to the scheduled time of the meeting, or in an emergency meeting, when notice is given to the Board. In the event a copy of the approved minutes of the open session is not available on the District's website, the President of the Association may request a copy from the Superintendent. In addition, the President of the Association will be provided a copy of any new policy within thirty (30) days of its adoption.

2. **Access to Information**

The Board agrees to furnish to the Association, when requested, information and reports which are prepared for public distribution, as well as the current budget, annual financial report, and names, addresses, seniority and salary information for all members of the bargaining unit.

3. **Communication Rights**

The Association shall have use of employee mailboxes, voice mail and a bulletin board in the staff lounge for the purpose of internal communications. Additionally, the Association may use the District's e-mail system in accordance with the Board policy, as may be modified by the Board from time to time, on acceptable use of the school computers and technology equipment.

4. **Administration/LTA Communications Committee**

A committee, composed of three (3) LTA members chosen annually by the Association, shall meet with the Administration at mutually agreed upon times to discuss school operations, potential grievances and matters covered by this Agreement.

5. **Dues Deduction**

The Board shall deduct from each Association member's pay the current dues of the Association, provided the Board has received an authorization from bearing the signature of the teacher.

6. Fair Share

- a. Each teacher, 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 equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- b. In the event that the teacher does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member in accordance with Section 5 above and the applicable rules of the Illinois Educational Labor Relations Board.
- c. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided the Board gives timely notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and the Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- d. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, its members, officers and agents from any liability for damages and costs imposed by a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this provision.
- e. The obligation to pay a fair share fee will not apply to any teacher who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such teacher is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the teacher to a mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the Illinois Educational Labor Relations Board. Additionally, non-member teachers who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board pursuant to its rules and regulations, and the Board shall adhere to fee objection procedures established by the Board.

ARTICLE V — REDUCTION IN FORCE

At least seventy-five (75) calendar days prior to the end of the school year, the District will provide the Association President with a copy of the RIF list and post it in the building. The list shall include:

- All valid professional educator licenses and endorsements;

- Each classification for which the individual is qualified to teach;
- Ratings from the two to three most recent evaluations;
- Each employee's placement in Grouping I, II, III, or IV;
- Employment date;
- An employee identification number will be provided on the posted list;
- The employee's names shall be listed only on the list provided to the President(s).

If the teacher wants to challenge the accuracy of the information on this documentation, they will have seven (7) calendar days to bring evidence to the Superintendent to correct the alleged inaccuracy.

Within ten (10) calendar days of the receipt of such challenges, the District will notify the individual and the Association of whether they consider the challenge valid or without merit. If the District considers the challenge valid, appropriate changes will be made to the RIF list. A final RIF list will be provided to the Association and posted in each building at least fifty-five (55) calendar days prior to the end of the school year.

In the event of a RIF, the Association will receive notification of which positions and/or programs are being eliminated at least forty-five (45) calendar days prior to the end of the school year.

ARTICLE VI — WORKING CONDITIONS

1. Contractual Year

- a. The year for regular teaching contract shall include the days in the 2014-2015, 2015-2016 and 2016-2017 school calendars as adopted and/or amended by the Board of Education. Prior to adoption of the calendar, the LTA may submit suggestions to the Board of Education.
- b. The school calendar shall consist of 185 days, of which 174 will be student attendance days, 4 will be institute days, 2 will be parent conference days and 5 will be reserved as emergency days. Unused emergency days shall not become workdays for teachers. The institute days will consist of a combination of training, team planning and individual planning time.

For their initial year of employment only, new teachers shall be required to work 188 days. New teachers shall be required to attend school three days in advance of the beginning of the school year institute days, and shall participate in orientation activities related to their employment. Should the Superintendent wish to include volunteer experienced teachers as part of this orientation program, the volunteers shall be compensated at the extra duty rate.

- c. Certified personnel shall maintain a workday schedule as required by the Board of Education with recommendation by the Superintendent.

d. Any change in the teachers' starting time and ending time will be bargained.

2. Work Day

a. Teachers will work a 7 hour, 25 minute work day, and students will have a 7 hour, 5 minute school day. The teachers' day will begin at 8:15 a.m. and end at 3:40 p.m. Students will enter the building at 8:15 a.m. Instruction will begin at 8:25 a.m. The students' day will end at 3:30 p.m.

b. Teachers shall have a duty-free lunch period of forty (40) minutes.

c. All teachers are expected to attend the following evening events:

Open House
Curriculum Night
Spotlight on Success

Each teacher, with his/her instructional team (this includes ancillary staff such as ELL or special education team and encore subjects such as Art, Music, Spanish, PE) shall present a "Spotlight on Success" at one Board meeting during a given school year.

In addition to the events listed above, teachers are encouraged to participate in up to two additional evening events in order to help forge a strong bond between the school, community, and families.

3. Meetings

Teachers may be required to attend one 45-minute faculty meeting per month, to be held before school the second Friday of each month.

During the regular school year, each teacher shall be an active participant on at least two (2) committees. Teachers will receive a list of committees during the professional development days prior to student attendance at the beginning of the school term. Committee opportunities may change to align with school and District priorities. The committees will meet not more than once every other month. Each meeting will last no more than sixty (60) minutes. Any time beyond sixty (60) minutes for meetings of each committee shall be compensated at the hourly rate. Any work required between meetings and/or additional meetings of the committee shall be compensated at the hourly rate. In the event a teacher serves on more than two (2) committees it must be with administrative approval and they shall be compensated at the hourly rate for those additional meetings. Teachers will be given an opportunity to request a committee assignment and will be notified of their assignment when committees are established.

4. Planning and Preparation Time

During the student attendance day, planning and preparation time for teachers will be no less than 150 minutes per week. Planning and preparation time will not be less than 30 minutes duration on any given day. In the event a teacher's planning and preparation time is repeatedly impacted, the teacher, an LTA representative, and an administrator may meet to discuss ways to alleviate the situation.

5. Evaluations

Teachers shall be evaluated in accordance with the Lindop Teacher Evaluation Instrument.

The Teacher Evaluation Instrument (TEI) may be subject to review and change during the years of this contract. No changes will be made to the TEI without negotiations between the Association and the District.

6. Teacher Assignments

- a. Teachers who desire a change in grade and/or subject assignment for which they are qualified may file a written statement of such desire with the Principal. Such written statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference. When a vacancy occurs in the desired position, such written statements shall be considered in making teacher assignments, but with no guarantee of reassignment.
- b. A teacher shall be notified in writing of his/her tentative teaching assignment no later than the last day of the school year. Thereafter any changes in a teacher's tentative assignment shall be communicated to the teacher as soon as possible in writing.

ARTICLE VII — GRIEVANCE PROCEDURE

1. Definitions

- a. Any claim by the Association, an employee, or group of employees, that there has been a violation of the terms of this Agreement shall be a grievance.
- b. As used herein, the term "days" shall mean days on which the school business office is open.

2. Informal Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's appropriate administrator to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the employee or the Association, a grievance shall be processed as follows:

3. Formal Procedure

- a. Step One: The employee or the Association may present the grievance in writing to the appropriate administrator, who will arrange for a meeting to take place within ten (10) days from the date that the written request is received by the Administrator. Within ten (10) days of the meeting, the teacher and the Association shall be provided with the administrator's written response.
- b. Step Two: If the grievance is not resolved at Step One, then the Association may refer the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the written response of the Superintendent or designee.
- c. Step Three: If the grievance is not resolved at Step Two, or if the Superintendent fails to respond to the time limits set forth in 3b above, the Association may refer the grievance to the Board of Education. If the appeal to the Board is submitted at least eight (8) days prior to a regular Board meeting, it will be scheduled for a grievance meeting at that Board meeting. If the appeal is submitted with less than eight (8) days' notice before the Board's regularly-scheduled meeting, then the grievance meeting shall be scheduled for the following regular Board meeting. The Board may determine in its sole discretion to schedule a grievance appeal at a special Board meeting.
- d. Step Four: If the Association is not satisfied with the disposition of the grievance at Step Three, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within twenty (20) days of the date for the Step Three answer, then the grievance shall be deemed withdrawn. Each party shall have the right to present in the arbitration hearing such witnesses and documents as deemed necessary to develop facts pertinent to the grievance.

The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

4. General Provisions

- a. If either party requests a transcript of the proceedings, that party shall bear the full costs for this transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
- b. The grievant is allowed representation of his choosing at any step of the process.
- c. If an employee is required by the arbitrator and/or the Board to be present at the

- arbitration hearing during school hours, he/she shall be excused for such purpose without loss of pay. When an employee is not represented by the Association, the Association may be present as an observer in all hearings and shall receive copies of the grievance and decisions.
- d. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
 - e. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.
 - f. The failure of the employee or Association to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Superintendent or Principal to meet the time limits prescribed in this Article, the grievance may be advanced to the next highest step.
 - g. If the Association and Superintendent agree in writing, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
 - h. No reprisals will be taken for the processing or participation in any grievance.
 - i. Relevant materials needed to process a grievance, which are reasonably available, and which are not privileged or otherwise prohibited from disclosure by law shall be provided by the Board or Administration upon request. The Board shall have the same right to relevant materials from the Association.

ARTICLE VIII — LEAVES

I. Sick Days

Teachers shall be entitled to eleven (11) days sick leave per year. After completing fourteen (14) years of service, teachers shall be entitled to twelve (12) days sick leave per year. Unused sick leave shall accumulate with no maximum imposed. In conjunction with the first paycheck of each school year, each teacher shall be provided with an accounting of the total number of his/her accumulated unused sick leave days as of the beginning of the school year. The Superintendent and/or his designee shall monitor the use of employees' sick leave.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family shall include parents, spouse, civil union partner, brothers, sisters, children, step-children, sons-in-law, daughters-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The School Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of 3 days for personal illness, or thirty (30) days for

birth, adoption or placement for adoption, or as it may deem necessary in other cases. If the School Board does require a physician's certificate or a certificate from a spiritual healer as a basis for pay during leave of less than 3 days, the School Board shall pay, from school funds, the expenses incurred by the teachers or other employees in obtaining the certificate. The Board may require the teacher to see a physician of its choosing.

Guidelines for the development and implementation of a sick leave bank are included as an Appendix C at the end of this Agreement. Decisions regarding the use and implementation of the sick leave bank will not be made on a discriminatory basis. All sick bank decisions on any application made by the Association shall be reported to the Superintendent. The Superintendent may appeal to the Board to reverse any Association sick bank decision that the Superintendent believes was made on a discriminatory basis or does not follow the provisions in Appendix C. A teacher may appeal all decisions by the Association regarding the use and implementation of the sick leave bank to the Superintendent. The teacher may also request a final review of the Superintendent's decision by the School Board. The Board will make a final decision on appeals and reviews.

2. Personal Days

The personal leave day is defined as a day established by the Board of Education for the purpose of allowing professional school personnel time to conduct personal and/or family business. A personal day cannot be used in conjunction with another personal day or directly before or after a school holiday, unless prior approval of the Superintendent or designee is obtained.

Professional staff of the District shall be given three (3) personal leave days per year by the Board of Education.

If a professional staff member uses fewer than 3 personal days during the year, unused days will carry over to the next school year to a maximum of four (4) days, including the current year's allotment.

The use of a personal day is subject to the following conditions:

- a. Except in cases of emergency or unavoidable situations, a personal leave request shall be submitted to the Principal five (5) days before the requested date.
- b. No personal leave day may be used immediately before or immediately after a holiday, or during the first fifteen (15) days or last fifteen (15) days of the school year, nor on an institute/in-service day unless prior approval is granted by the Superintendent or designee.
- c. Personal leave may not be used in increments of less than one-half day.

3. Bereavement Leave

All teachers may use up to three (3) bereavement days with pay each school year in order to attend a funeral for the immediate family or household as defined in Article 7.1, as non-accumulating bereavement leave. Use of these days will not be charged to a teacher's sick leave, as long as appropriate documentation of the bereavement leave is provided. If additional days are needed because of exigent circumstances, a request may be made in writing to the Superintendent or his or her designee.

4. Leaves of Absence for Court / Jury Duty

A teacher on jury duty or who has been called to appear in court or for a deposition on a school-related matter pursuant to a subpoena, will be paid full salary. Teachers shall not be paid when the court appearance is required because of a personal, non-school related matter, or in any proceeding in which the teacher is a claimant against the District. If the teacher receives compensation for court duty/witness fee only (no additional reimbursable expenses) he/she will sign the check over to the District in exchange for his/her full day's salary. When possible, a teacher should give at least five (5) days' prior notice of a pending court appearance or jury duty to the Superintendent.

5. Conferences and Visitations

After application to and with the approval of the Superintendent or designee, staff members shall be released with full pay to attend conventions, professional meetings, workshops, visit exemplary programs, and participate in other professional growth activities. At the time of approval, the Superintendent shall indicate which expenses, if any, shall be provided by the District.

One teacher may be granted a two-day leave annually by the Board to attend Illinois Education Association conferences and/or meetings.

6. Religious Observance Leave

A teacher who has a religious observance on a regular workday may take up to three (3) days as paid leave by using personal business or sick leave without penalty.

7. Leaves Without Pay

A. Family and Medical Leave (FMLA)

Teachers may take a leave of absence pursuant to the Family and Medical Leave Act ("FMLA" or the "Act") and in accordance with Board Policy 5:185. The Board shall inform teachers of their rights and obligations under the FMLA.

a) Leave Description

An eligible teacher may use unpaid family and medical leave for up to a combined total of 12 weeks each year, beginning September 1 and ending August 31 of the next year. While FMLA leave is normally unpaid, the District will substitute an employee's accrued compensatory time-off and/or paid leave for unpaid FMLA leave.

FMLA leave is available in one or more of the following instances:

1. the birth and first-year care of a son or daughter;
2. the adoption or foster placement of a child;
3. to care for a spouse, a child (who is under 18 years of age or incapable of self-care due to a disability) or parent (not parent-in-law) with a serious health condition; and
4. the employee's own serious health condition which renders the employee unable to perform his or her job;
5. because of any qualifying exigency arising out of the fact that the Teacher's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; or
6. to care for a covered service member with a service injury or illness of the employee who is the spouse, son, daughter, parent, or next of kin of the service member.

b) Eligibility

To be eligible for leave under the FMLA, a teacher must have been employed by the District for at least 12 months (the 12 months need not be consecutive) and have worked for at least 1250 hours of service during the 12 month period immediately before the beginning of the leave.

c) Requesting Leave

If the need for leave is foreseeable, a teacher must provide the Superintendent or designee with at least 30 days' advance notice before the leave is to begin. If 30 days' advanced notice is not practicable, the notice must be given as soon as practicable.

d) Return to Work

If returning from FMLA leave is occasioned by the teacher's own serious health condition, the teacher is required to obtain and present certification from the teacher's health care provider that he or she is able to resume work.

A teacher returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: 1) permissible limitations the District may impose as provided in the FMLA or implementing regulations, and 2) the District's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

e) Insurance

During FMLA leave, teachers are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the teacher before taking the leave, must continue to be paid by the teacher during FMLA leave. Employees who do not comply with premium payment obligations during the leave period may be dropped from plan coverage until such time as the leave period terminates and they return to work.

The District is not obligated to maintain life insurance or other benefits during the leave period.

B. Maternity Leave

Teachers may take a leave of absence in accordance with the Family and Medical Leave Act ("FMLA" or the "Act"). Employees taking leave under the Act must use available paid personal and sick leave during the leave.

An employee with at least four consecutive years of full-time service in the District at the time of application shall be eligible for additional, unpaid maternity/child-rearing leave subject to the following conditions:

1. Application for such leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the anticipated birth or adoption of the child.
2. After consultation with the employee, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. If the leave begins in the first semester, the leave shall not exceed the balance of the school year in which it commences. If the leave begins in the second semester, it shall not exceed the balance of that school year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence at a reasonable date that is agreeable to the Superintendent and that takes into account the employee's consultation with her doctor and the doctor's recommendation. In the event the employee is required to leave or cease employment because she is unable to perform her duties due to disability related to pregnancy, she may elect to commence the agreed-upon leave immediately or, alternatively, to use any accumulated sick leave until said sick leave is exhausted, or until the commencement date of the agreed-upon leave, whichever shall first occur. To the extent this leave qualifies as leave eligible under the Family and Medical Leave Act (FMLA), the employee must exhaust all sick leave in conjunction with the FMLA leave. The Superintendent or designee

may waive any of the provisions of this section in his/her sole discretion, and any such waiver shall not be precedential in any respect.

3. The Board will pay the health and life insurance premiums for an employee for the remainder of the year in which the leave commences. In the event an employee qualifies for an additional period of maternity leave, the employee will be solely responsible for the payment of health and life insurance premiums. The District may recover from the employee the premiums paid by the District during the leave to maintain the employee's group health and life insurance coverage if the employee does not return to the District following the leave.
4. Sick leave shall not be applicable during the period of the maternity/child-rearing leave, except when FMLA is applicable. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.
5. Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Superintendent or designee informed of the status of the proceedings, and, as soon as known, the expected date of the arrival of the child. Except as otherwise stated, adoption leave shall be subject to the same terms and conditions as the maternity leave.
6. If the pregnancy shall not result in a live birth, the employee may apply in writing to the Superintendent or designee for the cancellation of the balance of the leave and the Board shall seek to effect the return of such employee to employment if a position is available for which the employee is qualified in the sole judgment of the Board.
7. Anything in this section to the contrary notwithstanding, an employee who has been granted a maternity/child-rearing or adoptive leave of absence shall not become eligible for a subsequent maternity/child-rearing or adoptive leave unless and until such employee has returned to full-time service for at least two (2) complete school years, provided under exceptional circumstances the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
8. Nothing in this section shall be construed as requiring any employee to apply for a maternity/child-rearing or adoption leave. However, all maternity/adoption leave that is eligible leave under the Family and Medical Leave Act (FMLA) will be considered FMLA leave and administered pursuant to the requirements of the FMLA, and the District's FMLA policy.

9. A male employee who has entered upon contractual continued service shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this section. Eligibility for such leave shall arise upon the anticipated birth of a child, which the teacher has fathered, or upon his planned adoption of a child.
10. The Board shall make a reasonable effort to assign the employee returning from leave to the same or similar position held prior to the onset of the leave.
11. An employee on leave shall be credited with a year of seniority and with vertical advancement on the compensation schedule, provided the employee has worked in the District for one-hundred-twenty (120) or more employment days during the school year for which such credit is sought and further provided that the employee has complied in all other respects with any other provisions which may be applicable regarding advancement on the compensation schedule as set forth in this Agreement.
12. Any leave taken for the birth or care of a child or the placement of a child for adoption or foster care must be completed within one year after the date of birth or placement.

C. Other Leaves Without Pay

Leaves of absences without pay may be granted to employees who have rendered satisfactory full-time service to the District for at least one (1) school year and who desire to return to service to the District for at least one (1) school year and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

Each approved leave of absence shall be the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of employment duties. Such leaves of absence are subject to the following conditions:

1. Written requests for such leaves of absence without pay must be made at least three (3) months before the leave is desired, subject to approval by the Board.
2. Dates of departure and return must be acceptable to the Superintendent and determined prior to initiating the request.
3. Leaves may be granted at the discretion of the Superintendent for:
 - a. advanced study leading to a degree in an approved university;
 - b. educationally-related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - c. military service;
 - d. other reasons acceptable to the Board.

4. The Board shall not pay for medical, life and other benefits while the employee is on leave. Employees who wish to continue such benefits may do so by reimbursing the District for the pro-rata costs of benefits they receive.
5. An employee on leave shall be credited with a year of seniority and with vertical advancement on the compensation schedule, provided the employee has worked in the District for one hundred twenty (120) or more employment days during the school year for which such credit is sought.
6. The granting or withholding of any leave pursuant to this section is within the sole discretion of the Board and any granting or withholding of leave pursuant to this section is non-precedential with regard to any future applications for leave pursuant to this section.

ARTICLE IX — NEGOTIATIONS PROCEDURES

1. Negotiations on a successor contract shall begin not earlier than March 1 and not later than May 1 in the year in which this contract terminates.
2. If agreement is not reached on all items within 45 days of the commencement of the school year and all items sought to be negotiated had been thoroughly explored without reasonable expectation of reaching agreement, either party may declare to the other, in writing, that an impasse exists and call for the appointment of a mediator in accordance with Section 3 of this Article. If the Illinois Educational Labor Relations Board invokes mediation within one day of the scheduled start of the school year, the mediator shall be appointed in accordance with Section 3 of this Article.
3. When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation pursuant to Section 2 of this Article, a mediator shall be appointed by the Federal Mediation and Conciliation Service after being so requested. The parties may seek a mediator from the staff of the American Arbitration Association. The cost of the mediator, if any, shall be shared equally by the Board and the Association.
4. Copies of this Agreement shall be printed and presented to each teacher. Cost of printing shall be shared by the Association and the Board.

ARTICLE X — COMPENSATION / BENEFITS

1. **Tax Shelter Retirement Contribution**

The Board shall deduct and remit for each teacher the sum equal to nine point four percent (9.4%) of the amount due such teacher pursuant to the Compensation Schedule and any extra-duty stipends to the State of Illinois Teachers' Retirement System to be applied for the retirement account of such teacher. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excusable from the gross

income of all teachers. The teachers shall have no right or claim to the funds as remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

No teacher shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teachers; required contribution to the Illinois Teacher' Retirement System is a condition of employment made in order to secure the teachers' future services, knowledge and experience.

The balance of the amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher pursuant to this Article, or as otherwise authorized by the Board.

Internal Revenue Service revenue rulings indicate that the amounts paid the State of Illinois Teachers' Retirement System are properly excludable from the gross income of the teacher for income taxation purposes, and the District will not withhold Federal and State income taxes on funds remitted to the State of Illinois Teachers' Retirement System on behalf of teachers.

In the event that the Internal Revenue Service or any court declares that any or all of the amounts remitted for each teacher pursuant to this section of the Agreement are not properly excludable from the gross income of the teacher for income taxation purposes, the District shall immediately commence withholding Federal and State income taxes on that portion which has been declared not excludable from his/her gross income.

The Association will hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liabilities by reason of faithful payment of the contributions to the Illinois Teachers' Retirement System pursuant to the provisions of this section. No such claim, demand, action, complaint or suit may be settled or compromised by the Association or any teacher without written consent of the Board if such claim, demand, action, complaint or suit adversely affects the Board of Education, its members, its agents and/or its employees.

2. Health Insurance

- a. All teachers will be covered by a health insurance plan. The Board will pay \$200.00 per month toward dependent health coverage for teachers electing to take HMO or PPO dependent health coverage. Employees who elect to take PPO coverage shall pay 3% of the monthly insurance premium costs, not to exceed \$20 per month. The Board shall pay the remaining monthly premium costs for employees. The Board shall continue to pay the entire employee cost for those teachers who elect to take HMO coverage. However, in the event the premium cost for the HMO exceeds the cost of the PPO, the employee shall pay 3% of the monthly insurance premium costs, not to exceed \$20 per month and the Board

shall pay the remaining monthly premium costs for employees. The Board shall pay a pro-rated share of the monthly contribution toward single insurance coverage for all part-time teachers working at least half-time (.5 FTE). For example, a teacher who works .75 of the school day would have the Board pay 75% of the monthly single premium.

The premium and co-payment options of any insurance plan are subject to change, amendment or modification by the insurance carrier. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in non-liability to the District, nor shall such failure be considered a breach by the District or a unilateral change of any obligation undertaken under this or any other Agreement. The District will provide notice to the Association as soon as it is notified of the proposed changes.

- b. Under the Insurance Coverage Compensation Plan of the School District, teachers may elect to pay the cost of premiums for dependent coverage via salary reduction. Such election shall be made annually on or before the first day of the plan year on a form to be provided by the District. Such election shall be binding and shall not be changed except for a change in family status as defined in Internal Revenue Service Regulations. If a teacher elects to receive dependent coverage via salary reduction, the Board shall deduct the cost of the premiums from salary and remit said premiums to the designated insurance carrier.

The Lindop Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the teachers as set forth above are deemed excludable from the teacher's gross wages, and as such, the Association and each individual teacher shall and does hereby indemnify and hold harmless the Lindop Board, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of dependent insurance premiums pursuant to the provision of this section.

- c. Full-time teachers for the entire school term shall receive insurance coverage during summer recess provided the teacher continues employment with the School District for the next school term. If a teacher resigns on or before June 1st effective at the end of the school term, the Board will provide insurance coverage for the months of July and August under the same terms as stated above. If a teacher's employment is terminated by action of the Board or by resignation after June 1st, the teacher's insurance coverage shall continue under the same terms as stated above through the month in which the teacher resigns, however, such coverage shall not extend beyond July 31st.

3. Life Insurance

All teachers will be covered by \$50,000 term life insurance.

4. Dental Insurance

All teachers will be covered by a dental insurance plan with a \$1,000 per year maximum.

5. Insurance Committee

Each year, a joint insurance committee shall be formed to review the District insurance plan(s) in terms of existing coverage and benefits and to make recommendations for cost containment measures that will be implemented the following year. The committee shall be composed of two (2) representatives selected by the Lindop Teachers' Association, one (1) Administrator, the Business Coordinator, and one (1) representative selected by the Lindop Support Staff Association. The recommendations shall be given in writing to the Superintendent, the Board and both Associations for approval.

6. Tuition Reimbursement

The Board will reimburse teachers for one-half of the tuition cost up to twelve (12) semester hours each year for successfully completed, pre-approved college course work, up to \$347 per credit hour (the average semester hour cost at the beginning of this contract of four local public universities: Chicago State, Northeastern Illinois University, Northern Illinois University and the University of Illinois – Chicago) to a maximum of \$2,079 per year per teacher. The maximum total expenditure by the Board of Education for reimbursement for employees covered by this Agreement will not exceed \$16,000 annually. Money allotted in one year does not roll into the subsequent year. Beginning in the 2014-2015 school year, the tuition rate and maximum per teacher allotment will be readjusted to reflect the average per semester hour rate in effect at that time for the universities listed above.

- a. A teacher must complete the Pre-Approval for Teacher Training form and submit it to the Principal, who will return one copy to the teacher indicating whether the course has been approved.
- b. When the course has been successfully completed with a grade of "B" or higher, the teacher must provide the District with an official transcript and the receipt for payment of tuition costs.
- c. Teachers who submit transcripts prior to October 15th of each school year shall be reimbursed by November 30th. Teachers who submit transcripts prior to March 15th of each school year shall be reimbursed by April 30th.
- d. To be eligible for reimbursement, teachers must submit a course pre-approval form prior to the start of the class. Reimbursement for tuition is made upon completion of the pre-approved and successfully completed coursework. To qualify for tuition reimbursement, a teacher must complete classes related to his/her assigned area of instruction. Teachers who receive reimbursement must remain employed for two (2) school years following the year in which reimbursement was received.

- e. Official transcripts for course work for salary schedule advancement shall be submitted to the Superintendent or designee by October 15th or the last work day prior to October 15th each year. Salary schedule movement shall be retroactive to the beginning of the current school year.

7. Extra Duty Schedules

Teachers performing extra duties will be paid according to the attached Appendix A.

8. Payment of Salaries

The starting salary and formula for lane advancement is set forth in Appendix B. Teachers will be paid in twenty-four (24) installments. The Board will distribute teachers' paychecks on the 15th and last business day of each month throughout the year.

If a teacher resigns no later than June 1 effective at the end of the school term, he/she will receive his/her six remaining checks in June.

ARTICLE XI — RETIREMENT

A. Retirement Incentive Benefit Plan

The Board shall recognize the service of full-time teachers who have rendered at least twenty (20) years of creditable service to District 92 immediately preceding retirement, and who are at least age 60 or have at least 35 years of creditable service, including sick leave service credit, at retirement.

B. Eligibility and Notice

1. The teacher must have received a satisfactory or better rating as identified through the evaluation process in the District for a minimum of twenty (20) years preceding his or her retirement.
2. The teacher shall provide written notice to the Superintendent of his or her intention to retire and participate in the program by September 1st. A teacher who intends to retire at the end of the 2014-2015 school year with a one year benefit must provide written notice to the Superintendent by September 1, 2014. A teacher who intends to retire at the end of the 2015-2016 school year must provide written notice to the Superintendent by September 1, 2014 for a two-year benefit and by September 1, 2015 for a one-year benefit. A teacher who intends to retire at the end of the 2016-2017 school year must provide written notice to the Superintendent by September 1, 2015 for a two-year benefit and by September 1, 2016 for a one-year benefit. The Board shall approve the request and notify the teacher within sixty (60) days of the receipt of this notice of resignation and retirement provided that all conditions of this section are met. All resignations and retirements must be effective at the end of the applicable school term, but in any event no later than the close of the 2016-2017 school year.

2. The teacher's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice. As determined exclusively by the Board, such irrevocable commitment may be modified upon request by the teacher and Association only under emergency circumstances (e.g., catastrophic illness incurred by teacher or spouse, death of spouse, or calamitous event incurred by teacher or spouse.) As a condition for granting any such modification, the teacher shall reimburse the Board for the full cost of the retirement benefit paid to the teacher by the Board under this Section.
3. The teacher must be at least age 60 or have at least 35 years of creditable service, including sick leave service credit, at retirement.

C. Retirement Benefit

Teachers who satisfy eligibility and notice requirements set forth above will be paid a compensation increase in his/her last year or two years of service equal to six percent (6%) each year of the amount otherwise due and owing to the teacher above the previous year's TRS creditable earnings. If a teacher does not perform a stipend activity that was included in the original computation, the retirement benefit will be reduced proportionally.

Example: A teacher with at least 20 years of service in the District, and who is TRS eligible, wants to retire at the end of the 2014-2015 school year. By September 1, 2014, the notification deadline, the teacher files a letter with the District Superintendent resigning and retiring at the end of the 2014-2015 school term. The Board approves this request, notifying the Teacher by the required deadline. The teacher's request and the Board's approval are then irrevocable. Thus, a teacher having creditable earnings of \$50,000 in 2013-2014 would be paid \$53,000 in 2014-15 and \$56,180 in 2015-16.

D. Limitations on Participation

The Board reserves the right to limit the number of teachers who shall be approved for this plan each year for reasons which are in the best interests of the District. However, in no event shall the Board limit the number of teachers who shall be approved for this plan in any year to less than two when two are eligible and apply or, if more than two, fifty percent (50%) of the teachers eligible for regular retirement or early retirement without a penalty. Eligibility of those retiring shall be established on the basis of seniority in the District.

This benefit may not be used in combination with any other retirement benefit currently offered or legislatively enacted during the term of this Agreement.

E. Continuation of Plan

The plan will not be continued beyond the term of this Agreement. Any further retirement plan must be bargained as part of negotiations for a successor to this Agreement. The Board reserves the right to review and modify the plan upon the expiration of this Agreement subject to the requirement of the Illinois Educational Labor

Relations Act in that this plan creates no vested right to benefits. Those eligible teachers who apply no later than September 1st of the final year of this Agreement will be bound by the provisions of this Agreement even if there are changes in the following agreement.

ARTICLE XII — DURATION AND EFFECT OF AGREEMENT

1. Duration of Agreement

This Agreement shall be effective as of August 31, 2014 and shall continue *in effect* until the 31st day of August, 2017. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a Successor Agreement.

2. Effect of Agreement

Any individual contract between the Board and an individual bargaining unit member heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

3. No Strike

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of this Association, shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

In the event of any violation or violations of the provision of this Section by the Association, its members or representatives, or by any employee:

- a. Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.
- b. The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).

IN WITNESS WHEREOF:

For the Lindop Teachers' Association,
IEA-NEA



Co-President


Date: 9/17/14

For Lindop School District 92
Board of Education
Cook County, Illinois



Board President

Date: 9-16-14



Co-President

Date: 9/17/14



Board Secretary

Date: _____

**Appendix A
EXTRA DUTY SALARY SCHEDULE**

LINDOP SCHOOL DISTRICT 92
EXTRA DUTY REGISTER
2014-2015

| EVENT | MAX HOURS | 2014-2015 |
|--|-----------|------------------|
| Percent Increase | | 1.0150 |
| Supervisory Positions: Determined by administration - based on need | | |
| Girls Volleyball Supervision (2) | 30.00 | 872.00 |
| Boys Volleyball Supervision (2) | 30.00 | 872.00 |
| Girls Basketball Supervision (2) | 30.00 | 872.00 |
| Boys Basketball Supervision (2) | 30.00 | 872.00 |
| Track & Field Supervision | 15.00 | 436.00 |
| Category Total | | 3,924.00 |
| Non-Teaching | | |
| Girls Volleyball Scorekeeper (1) | 15.00 | 410.00 |
| Boys Volleyball Scorekeeper (1) | 15.00 | 410.00 |
| Girls Basketball Scorekeeper (1) | 15.00 | 410.00 |
| Boys Basketball Scorekeeper (1) | 15.00 | 410.00 |
| National Junior Honor Society Coordinator/s | 18.00 | 493.00 |
| Award/Recognition Ceremony Coordinator/s | 18.00 | 493.00 |
| Cultural Celebration Program Director/s | 18.00 | 493.00 |
| Category Total | | 3,119.00 |
| Teaching | | |
| Academic Study/Homework Help/Tutorial | 900.00 | 26,629.00 |
| Student Council Coordinator/s | 24.00 | 710.00 |
| 8th Grade Coordinator/s | 24.00 | 710.00 |
| School Yearbook | 18.00 | 533.00 |
| Art Club | 48.00 | 1,420.00 |
| Science Club | 48.00 | 1,420.00 |
| Musical Director (Spring Musical/Concert) | 48.00 | 1,420.00 |
| Band & Choir Director & Weekend Band/Vocal Contest | 84.00 | 2,485.00 |
| Male Mentor Coordinator | 24.00 | 710.00 |
| Female Mentor Coordinator | 24.00 | 710.00 |
| Spelling Bee | 10.00 | 296.00 |
| Category Total | | 36,747.00 |
| Coaching and Athletics | | |

| | | |
|-------------------------------|-----------------|------------------|
| 7th Grade Girls Basketball | 55.00 | 1,627.00 |
| 8th Grade Girls Basketball | 55.00 | 1,627.00 |
| 7th Grade Boys Basketball | 55.00 | 1,627.00 |
| 8th Grade Boys Basketball | 55.00 | 1,627.00 |
| 7th Grade Co-ed Track & Field | 48.00 | 1,420.00 |
| 8th Grade Co-ed Track & Field | 48.00 | 1,420.00 |
| 7th Grade Co-ed Soccer | 50.00 | 1,479.00 |
| 8th Grade Co-ed Soccer | 50.00 | 1,479.00 |
| 7th Grade Girls Volleyball | 55.00 | 1,627.00 |
| 8th Grade Girls Volleyball | 55.00 | 1,627.00 |
| 7th Grade Boys Volleyball | 55.00 | 1,627.00 |
| 8th Grade Boys Volleyball | 55.00 | 1,627.00 |
| Cheerleading (2) | 48.00 | 1,420.00 |
| Athletic Director | | 3,553.00 |
| Category Total | | 23,787.00 |
| | | |
| Total | 2,185.00 | 67,577.00 |

* Note: Extra-duty teaching assignments are subject to change based on funding and District needs.

Extra-duty shall increase by the CPI, not to be less than 1.5 % and not more than 3.5%.

If new assignments become available due to need or new funding sources, the administration will meet with LTA to discuss the positions and time commitments. Any conflicts in scheduling will also be addressed prior to the program beginning.

The Administration shall make the final determination regarding the selection/appointment of individuals to fill position(s). When making this determination, the Administration shall select/appoint an individual who is a member of the bargaining unit unless no bargaining unit member applies for a position.

Appendix B
BASE SALARY AND YEARLY ADVANCEMENTS

1. Base Salary

The base salary shall be defined as the amount of compensation paid as determined by the formula for compensation, absent stipend(s) in any contract year. The initial base salary is set out in Paragraph 2 below.

Each teacher receives the same percentage increase of their base salary.

For the 2014-15 school year: \$1500 will be added to the teacher's base salary (compensation for extra 30 minutes instructional time, which is 15 minutes additional clock time) and an additional 1.5% (calculated on the new base). Teachers will receive a one-time bonus of \$100 by December 31, 2014.

For the 2015-16 school year: the base salary for each teacher shall increase by the CPI, not to be less than 1.5 % and not more than 3.5%.

For the 2016-17 school year: the base salary for each teacher shall increase by the CPI, not to be less than 1.5% and not greater than 3.5%.

2. Entry Level Base Salary

The annual base salary for entry level BA shall increase by 75% of the salary increase established above.

In the first year of the contract any returning staff member not already at the entry level base shall have their salary raised to the Entry Level Base Salary.

2014-15

Lindop School District 92
Salary Schedule 2014-2015

| STEP | BA | BA+15 | MA | MA+15 | MA+30 |
|------|-----------|-----------|-----------|-----------|-----------|
| 1 | 42,934.00 | 44,042.00 | 46,347.00 | 47,544.00 | 48,774.00 |
| 2 | 44,042.00 | 45,179.00 | 47,544.00 | 48,774.00 | 50,036.00 |
| 3 | 45,179.00 | 46,347.00 | 48,774.00 | 50,036.00 | 51,332.00 |
| 4 | 46,347.00 | 47,544.00 | 50,036.00 | 51,332.00 | 52,663.00 |
| 5 | 47,544.00 | 48,774.00 | 51,332.00 | 52,663.00 | 54,027.00 |
| 6 | 48,774.00 | 50,036.00 | 52,663.00 | 54,027.00 | 55,429.00 |
| 7 | 50,036.00 | 51,332.00 | 54,027.00 | 55,429.00 | 56,868.00 |
| 8 | 51,332.00 | 52,663.00 | 55,429.00 | 56,868.00 | 58,345.00 |
| 9 | 52,663.00 | 54,027.00 | 56,868.00 | 58,345.00 | 59,861.00 |
| 10 | 54,027.00 | 55,429.00 | 58,345.00 | 59,861.00 | 61,416.00 |

Teachers may continue to move into BA15 and MA15 lanes for the life of this contract. After this contract expires, the BA15 lane shall be closed; however, the MA15 lane will remain open only for teachers receiving an endorsement/certification in reading.

3. BA and MA Lane Adjustments

The lane adjustments for education and training are as follows. BA and MA lane advancements are added to the base salary to formulate the total base salary. A teacher with prior hours to a MA degree will be placed at MA 0 once obtaining a MA degree.

| <u>BA+15</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> | <u>Nat'l Boards</u> |
|--------------|-----------|--------------|--------------|---------------------|
| \$1200 | \$3000 | \$2000 | \$2000 | \$1000 |

4. Formula for Compensation

(Previous year's base salary + any *BA/MA* lane and category advancement) x Salary Increase % from section A) = new base salary. Example: 2013-14 -\$41,331 + \$1200(moved to BA+15) = \$42,531*1.04 = \$ \$44,232 (new 2014-15 salary). \$44,232 becomes base for determining salary for 2015-16.)

Appendix C
SICK BANK GUIDELINES:

The Lindop School sick leave bank is open only to full-time certified personnel. To participate, employees must fill out the approved form by October 1st of each year. Employees joining for the first time shall contribute one (1) sick day to the bank from their personal accumulated sick leave. Days donated may not be withdrawn and are recorded as consumed on the individual member's official school record of accumulated sick leave. New and returning staff members may apply during the first month of their employment and shall contribute one (1) day.

PROVISIONS FOR USE:

1. Application for use must be made to the review committee.
2. All personal and sick days must be depleted before sick leave bank days can be used; however, application may be made prior to this time.
3. A waiting period of five consecutive working days without pay must accrue before eligibility.
4. Prior to a teacher being granted days from the bank, a current physician's certification indicating the employee's inability to work and the anticipated duration of the leave shall be required by the review committee.
5. The bank may only be used for personal extended illness or disability. The bank may not be used for any surgical or other procedure which may be safely deferred until a vacation or recess period.
6. Use of the bank shall only be applicable to full-time certified staff.
7. Full-time certified employees who apply for and receive disability status from the Illinois TRS/SS would not be entitled to further benefits from the sick leave bank relating to that illness and/or disability. Further bank use will be disallowed and bank use will terminate when disability payments begin.
8. First year teachers are ineligible for the sick leave bank.
9. Sick leave bank members will be allowed to withdraw up to the maximum allotments per school year as listed below:
 - A. Ten (10) days for certified full-time personnel classified as second year employees.
 - B. Fifteen (15) days for certified full-time personnel classified as third year employees.
 - C. Twenty-five (25) days for certified full-time personnel classified as fourth year employees.
 - D. Thirty (30) days for certified full-time personnel classified as tenure status employees.
9. Should the number of days in the sick bank fall below thirty (30) days, each member shall contribute one (1) additional day.

10. A teacher shall not become eligible for use of sick leave bank days in the subsequent school term unless such teacher has returned to full-time services for at least ninety (90) school days.
11. After the initial membership contribution of one (1) day, each member will contribute one (1) sick day each September until the bank reaches 300 days.
12. The teacher shall not have to pay back in any manner the number of sick days borrowed from the bank.

Established: 1999

Revised: September 2003

December 2006

June 2014
