

**Collective Bargaining Agreement**  
**Between**  
**The Board of Education**  
**School District No. 68**  
**Lake County, Illinois**  
**and**  
**The Oak Grove Education Association, IEA-NEA**  
  
**2007-2011**

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## **ARTICLE I**

### **RECOGNITION**

The Board of Education, School District No. 68, Lake County, Illinois, hereinafter referred to as the "Board", recognizes the Oak Grove Education Association, IEA-NEA, hereinafter referred to as the "Association" as the sole and exclusive bargaining agent for all regularly employed certificated personnel, under Article 21 of the Illinois School Code hereinafter referred to as "Employee" or "Bargaining Unit Member" exclusive of supervisors and managers, as defined in the Illinois Educational Labor Relations Act (IELRA), with respect to wages, hours, terms and conditions of employment.

## **ARTICLE II**

### **NEGOTIATING PROCEDURE**

It is agreed that if the assistance of a mediator is required by either party or becomes

necessary pursuant to law, both parties will jointly request a mediator from the Federal Mediation, and Conciliation Service (FMCS). Should FMCS be unavailable both parties shall seek a replacement prior to contacting the Illinois Educational Labor Relations Board.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

- 3.1 It is understood and agreed that the Board has and retains all the customary and usual rights, functions and authority of management.
- 3.2 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States.
- 3.3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 3.4 The Board's not exercising any rights hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed as a waiver of its rights to exercise such functions or preclude the Board from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE IV**

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

4.1 Classroom Discipline

An employee shall be responsible for the conduct of his/her class and for maintaining discipline and order in his/her presence, in the school building and on school grounds. The Board and Administration shall support employees with respect to district disciplinary procedures.

4.2 Parental Complaints

Any complaint by a parent of a student directed towards an employee, upon which disciplinary action may occur, shall be reported to the employee. No disciplinary action against the employee as a result of a complaint by a parent of a student shall be taken until a scheduled employee-administrative conference on the problem is held. At the request of the employee, the employee shall be entitled to Association representation at such a

conference.

4.3 Just Cause

No unit member shall be disciplined without just cause. The specific grounds forming basis for disciplinary action will be made available for the employee in writing. No disciplinary action against an employee will be taken unless an employee-administrator conference is held. At the request of the employee, any employee has the right to Association representation at any disciplinary conference. This procedure does not apply in the case of employee evaluation covered by ARTICLE X.

4.4 Assault on Employees

Any case of unprovoked assault upon an employee while on duty for the school system shall be promptly reported to the Board or its designee. If the Board deems it appropriate, it shall provide reasonable assistance to the employee in connection with the handling of the incident by the appropriate authorities.

4.5 Employee Property Damage

At the Board's discretion it may indemnify employees for damage to their property if such damage was occasioned while on duty for the Board. It is understood that indemnification shall not be unreasonably withheld.

4.6 Employee Input

The Board recognizes the value of input from its employees and will seek the opinions of the Association in matters concerning the operations of the school. The Board may solicit a recommendation from the Association regarding the selection of new employees, which may include meeting with prospective candidates.

4.7 Academic Freedom

Employees shall have academic freedom in the District, subject to the Board's prerogatives in defining curriculum. This, however, shall not restrict the employees in terms of methodology, and classroom procedure as long as the employee stays within the guidelines of the defined curriculum.

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### 5.1 Association Business

The Board shall cause to be delivered to the Association president or designee information necessary for its function as the exclusive bargaining agent including but not limited to Board meeting agendas; Board meeting minutes; the budget and annual financial report, names and addresses of all employees. The Association president or designee, shall be given a copy of the Board packet, except for those items that the Board deems to be confidential in nature, at least one day prior to each board meeting.

#### 5.2 Notices

The Association shall not be denied the use of the following: designated bulletin boards, designated mailboxes, and reasonable use of designated building facilities and equipment after reasonable notice to, and approval by the Superintendent.

#### 5.3 Meetings

The Association shall be allowed to conduct a monthly business meeting at 3:30 p.m. or 7:30 a.m. A calendar of meetings is to be provided by the first of September of each school year.

#### 5.4 Dues and Fair Share

Each bargaining unit member, as a condition of employment, within thirty (30) days of the effective date of this Agreement or within thirty (30) days of employment, whichever is longer, shall join the Association or pay a fee to the Association for services rendered as per Section XI of the Illinois Educational Labor Relations Act. If such fee is not paid within the above mentioned time, said fee shall be deducted from the said member's salary as per the "dues deduction procedure" listed below.

The Board shall deduct Association membership dues after receipt of a list of those members requesting deduction and the amount to be deducted certified by the Association president or designee. The deduction shall remain in effect from year to year unless the employee revokes the authorization between September 1<sup>st</sup> and September 15<sup>th</sup> of any year. The amount deducted shall be one-tenth of the dues from the regular salary for ten months beginning in September and ending in June of each year. The Board shall remit the deducted dues to the Association within ten (10) days following the pay period deduction.

In the event of any legal action against the Board brought in a court or administrative agency because of the Board's compliance with this ARTICLE, the Association agrees to defend such action at its own expense and through its own counsel, provided:

- (a) The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- (b) 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.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages, attorney's fees and costs imposed by or incurred as a result of a final judgment of a court or administration agency or a settlement as a direct consequence of the Board's compliance with this section.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's gross negligent execution of the obligations imposed upon it by this section.

#### 5.5 TAB Meetings (Teacher/Administration/Board)

Representatives of the Board of Education, the Administration, and the Association shall meet on a monthly basis regarding matters of concern for either party. Appropriate subjects, among others, might be professional concerns (including class sizes), building maintenance (including regulation of building/classroom temperature), supplies and quality of the work environment. If the Superintendent or designee and the Association President determine that neither party has items for a meeting, said meeting shall not occur.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

The term grievant or aggrieved shall include any member of the bargaining unit or the Association acting on behalf of a group of members provided that the Association shall file formally at Step II.

No grievance may be submitted to arbitration without consent of the Association.

6.1 A grievance shall be:

- (a) Any claim by a grievant that there has been a violation or misapplication of any term(s) of this Agreement.
- (b) All time limits shall consist of calendar days except when a deadline day falls on a holiday, a weekend or during winter or spring recess time limits shall be extended automatically to the next school day.

6.2 Procedures --The parties hereto acknowledge that it is usually most desirable for an employee and the employee's principal to resolve problems through free and informal communications. When requested by an employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

- (a) Step I -- The employee may present the grievance in writing to the principal who will arrange for a meeting to take place within five (5) school attendance days after receipt of the grievance. If the grievance is not received within fourteen (14) school attendance days of the event giving rise to the grievance or when the grievance could have been reasonably ascertained, it is waived. The Association's representative, the grievant, and the principal shall be present for the meeting. Within two (2) school attendance days of the meeting, the grievant and the Association shall be provided with the principal's written response, including the reasons for the decision.
- (b) Step II -- If the grievance is not resolved at Step I, then the Association or grievant may refer the grievance to the Superintendent or the Superintendent's official designee within seven (7) school attendance days after receipt of the Step I answer or it is waived unless mutually agreed to in writing. The Superintendent or designee shall arrange with the Association representative for a meeting to take place within five (5) school attendance days of the Superintendent's or designee's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) school attendance days of the meeting, the Association shall be provided with the Superintendent's or designee's written response, including the reasons for the decision.

Any grievance occurring over the summer months shall be suspended until the start of the subsequent school year.

- (c) Step III -- If the Association is not satisfied with the disposition of the

grievance at Step II, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed with the American Arbitration Association within thirty (30) days of the date for Step II answer, then the grievance shall be deemed withdrawn and waived.

The arbitrator shall have no power to alter or amend the terms of this Agreement.

- 6.3 Bypass to Superintendent -- If the Association and the Superintendent or designee agree in writing, any Step in the grievance procedure may be bypassed and the grievance brought directly to the next Step.
- 6.4 Bypass to Arbitration -- If the Superintendent or designee and the Association agree in writing, a grievance may be submitted directly to arbitration.
- 6.5 Association Participation/Employee Represented -- The Board acknowledges the right of the Association's grievance representative to participate at the request of the employee in processing of a grievance at any level. No employee who has requested representation by the Association shall be required to discuss any grievance if the Association's representative is not present unless the Association has been given at least one (1) day's notice of the meeting and the Association representative does not attend the meeting.
- 6.6 Association Participation/Employee Not Represented -- When an employee is not represented by the Association, the Association shall reserve the right to have its representative present, and if requested by the employee, the right to state its view at any stage of the grievance procedure.
- 6.7 Joint Cooperation -- The Board, Administration, and Association shall jointly cooperate in the investigation of any grievance.
- 6.8 If the Board requires that an employee or an Association representative be released from their regular assignment during any phase of the procedure or while investigating or processing said grievance, the employee or Association representative shall be released without loss of pay or benefits.
- 6.9 Filing of Materials -- All records relating to a grievance shall be filed separately from the personnel files of the employees.
- 6.10 Grievance Withdrawal -- A grievance maybe withdrawn at any level without establishing precedent, except that a grievance at Step III may only be withdrawn with the consent of the Board.

- 6.11 No Written Response -- If no written decision has been rendered within the time limits indicated by a Step, then the grievance may be processed to the next step.
- 6.12 AAA Rules -- By mutual consent the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.
- 6.13 The fees and expenses of the arbitrator shall be shared equally by the parties. 6.14 Time limits may be extended by mutual written agreement of both sides.

## **ARTICLE VII**

### **NO STRIKE/NO LOCKOUT**

- 7.1 It is hereby agreed by the Board and the Association that this Agreement provides for the orderly and amicable adjustment of any and all disputes, differences, disagreements or controversies of any nature or character. Therefore, the Association agrees for itself and its individual members, that during the term of this Agreement, none of its officers, representatives or members shall authorize, support, or take part in any strike, walk-out, sympathy strike or picketing, except for informational picketing, to the District's building or premises.
- 7.2 The Association agrees that it shall use its best effort to prevent any act forbidden in Section I of this Article on the part of any employee or group of employees, and that in the event that such acts take place by any employee or group of employees, the Association further agrees that it shall use its best efforts to cause an immediate cessation thereof.
- 7.3 There shall be no lockout by the Board during the term of this Agreement.

## **ARTICLE VIII**

### **STANDARD PROVISIONS**

### 8.1 Work Day

The employee work day shall be from 8:00 a.m. until 3:30 p.m.

The parties recognize that the length of the employee work day, the amount of daily/weekly preparation time and student contact time are of great importance in the District. Changes in practices in effect at the start of the then current agreement on these items shall not be made without bargaining with the Association.

### 8.2 Work Year

The work year may consist of up to 188 employee attendance days. The calendar shall consist of 176 pupil attendance days usually, four (4) institute Days, three (3) parent-teacher conference days and five (5) emergency days. If any emergency days are used as employee work days, pupils must be in attendance. If an employee is required to work more than 183 days they shall be paid at the rate of 1/183 of their salary for each day worked.

### 8.3 Class Size

(a)The Board and Association agree that it is desirable to maximize individualized instruction and increase potential for achievement and learning. It would not serve the best interest of either side to agree to maximum or minimum numbers of class size.

(b)In determining class sizes the Board of Education may consider the physical size and condition of the classrooms as well as all health and safety aspects of the room.

### 8.4 Planning Periods

Each employee shall receive two duty-free preparation periods, one of which shall not be fewer than forty (40) consecutive, uninterrupted minutes daily, exclusive of lunchtime. The employer agrees not to schedule meetings or conferences which would require the employee's attendance during such time.

### 8.5 Duty-Free Lunch

As per the School Code, all employees shall receive a duty-free lunch period of no less than thirty (30) minutes each day. The employer agrees not to schedule meetings or conferences which would require the employee's attendance during such time.

#### 8.6 Faculty Meetings

The Association and the Board recognize the need for having a limited number of faculty meetings. Faculty meetings, when scheduled, shall not exceed one (1) per month except in emergency situations. Such meetings shall be held either before or after the normal school day and shall not exceed one (1) hour.

#### 8.7 School Calendar

The Superintendent or designee shall meet with the President of the Association or designee to seek his/her recommendations for the school calendar prior to its adoption by the Board.

A committee shall be established of administrators and teachers to meet concerning the District #68 school activity calendar to help provide for reasonable spacing of events agreeable to all involved parties.

By the last paycheck in June of each school year, the Board shall notify each teacher of the dates of not more than two (2) evening open houses and two (2) evening parent conferences, which all teachers may be required to attend. Input from the Association shall be sought prior to any changes in such dates.

#### 8.8 Employee Economic Profiles

Each employee shall receive his/her Employee Economic Profile each year on or before October 1<sup>st</sup>.

## **ARTICLE IX**

### **VACANCIES AND TRANSFERS**

#### 9.1 Definition of Vacancies

A vacancy shall be defined as a position within the bargaining unit currently unfilled including newly created positions.

As soon as vacancies are known or anticipated, they shall be posted in both the elementary and the junior high offices and, employees shall be notified via email. Vacancies shall remain posted for seven (7) calendar days prior to filling the position.

Job descriptions of vacancies being posted shall be specific for that position and shall include any additional qualifications which the administration is seeking.

No member of the bargaining unit who meets the criteria set forth in a vacancy posting shall be denied an interview for that vacancy.

If the Board determines that two candidates for a position are equally qualified, then the current District employee shall be selected over out of district applicants.

If the Board determines that two or more current employees are equally qualified, the employee with the most seniority shall fill the position.

In denying a District applicant a posted vacancy position, the administration shall provide, in writing, and within five (5) working days, the specific reasons for that denial.

## 9.2 Definition of Transfers

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit.

Employees shall be notified of their assignment for the coming year no later than the last day of school of the current year.

No changes in the employee's assignment may be made later than June 15<sup>th</sup> unless it is by employee request or such a change is necessitated by the resignation of an employee creating a void, the need for additional staffing, or some other such extenuating circumstance. In case of involuntary reassignment, primary consideration will be given to seniority and certification. The final decision will be made by the administration. In the case of involuntary change after June 15<sup>th</sup>, the affected employee and the Association shall be notified in writing within five (5) calendar days after the Superintendent gains knowledge of the need for change. Upon the request of the affected employee, the changes shall be promptly reviewed between the Superintendent and the affected employee. The employee may have an Association representative present at such a review. Within five (5) calendar days after notification to the Board, an affected employee who has not accepted his/her involuntary transfer, shall be released from his/her contract.

## ARTICLE X

### EMPLOYEE EVALUATION

10.1 Notification - Within two (2) weeks of employment, each employee shall be advised by his/her supervisor of the evaluation procedures and standards of performance. No evaluation shall take place until such orientation has been completed.

10.2 Observations - All observations of the work performance of an employee shall be conducted with the full knowledge of the employee.

10.3 Informal Observations - Any informal observations which are to be used to evaluate the employee shall be reduced to writing and within ten (10) employee workdays following the informal observation shall be discussed with the employee. A copy of the written compilation shall be given to the employee.

10.4 Required Observations

(a) During each probationary year an employee will be observed, up to three (3) times and formally evaluated.

(b) A tenured employee who is being formally evaluated shall be observed at least two (2) times during the year.

(c) Tenured employees shall be evaluated at least once every two (2) years. If a tenured employee is to be evaluated more often said employee shall receive a written reason for the evaluation from the Superintendent no later than three (3) weeks prior to the initiation of the evaluation process.

10.5 Procedure

(a) The appropriate certified administrator shall evaluate in writing each employee due for observation. Such evaluation shall be based upon criteria set forth in the employee evaluation program for the evaluation of professional performance.

(b) Each written evaluation shall be preceded by at least one (1) classroom observation of at least thirty (30) consecutive minutes of a class period.

- (c) A copy of the classroom visitation/observation shall be given to the employee and a conference shall be held between the employee and the evaluator within five (5) school days following an observation. A copy signed by both parties shall be given to the employee.
  
- (d) If the employee feels the formal written evaluation is incomplete, inaccurate or unjust, said employee may put any objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. This response shall initiate a meeting between the evaluator and the employee to discuss the employee's objections. When requested by an employee, an Association representative may accompany the employee. A copy signed by both parties shall be given to the employee. A notation shall be made on the formal written evaluation to the effect that an objection has been filed.

#### 10.6 Remediation

The principal or Superintendent or designee shall offer definite, positive assistance to improve the quality of teaching and to eliminate difficulties noted in the evaluation. The Consulting Teacher shall participate in developing a remediation plan, but the final decision as to the evaluation shall be done solely by the administrator. Such assistance will be offered in a manner which will not interfere with the employee's freedom to perform his/her job as a professional.

If Consulting Teachers to be utilized in a remediation situation are from within the bargaining unit, the Board and Association shall meet to determine compensation for the Consulting Teacher including, but not limited to, salary and release time. Adequate release time shall be afforded the Consulting Teacher to provide meaningful assistance to the teacher on remediation plan.

#### 10.7 Advising Employees

The principal or Superintendent or designee shall assign an advising employee to each probationary employee. The advising employee, insofar as possible, shall be a tenured employee with a minimum of four (4) years teaching experience and shall be engaged in teaching within the same grade, building or subject areas as the probationary employee. The advising employee shall assist the probationary employee in becoming acquainted with the teaching profession and the school system. The advising employee shall not be involved in the evaluation of the probationary employee.

- 10.8 The Board and the Association shall establish a committee which will meet to determine the criteria for the evaluation rating scale, as well as the evaluation plan to be submitted to the State Board of Education. The final evaluation plan to be submitted to the State Board of Education including the evaluation document and rating scale shall, after ratification by both parties, be attached to this Agreement as Appendix C.

## **ARTICLE XI**

### **LEAVES**

#### 11.1 Association Leave

The Association shall be entitled to ten (10) school days of Association leave per year for the purpose of sending representatives to IEA-NEA sponsored conferences, conventions or workshops. Teachers authorized by the Association to take such leave shall be released from duties without loss of pay subject to the following; if it does not interfere with duties as determined by the Superintendent:

- (a) The Association shall give the Superintendent or designee written notice of the name of the teacher authorized to take such leave at least five (5) days in advance of the day such teacher shall be absent, and;
- (b) The Association shall reimburse the District in an amount equal to the existing substitute rate for each leave day on which a substitute is actually employed.

#### 11.2 Sick Leave

- (a) Each employee shall earn twelve (12) sick leave days per school term with unlimited accumulation of unused sick leave days.
- (b) Sick leave shall be applicable to:

personal illness or injury  
severe illness or injury of an immediate family member (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in law, brothers-in-law, sisters-in-law, legal guardians)

Sick leave used for bereavement purposes for death outside of the immediate family, as defined by the School Code, is limited to one (1) day for each occurrence. Leaves due to the death in the immediate family are limited to the number of sick days accumulated as of that date.

- (c) An employee may use up to six (6) weeks of accumulated sick leave for the purpose of maternity, or as specified in Section 11.2 (b). Sick leave may be used in conjunction with an unpaid leave of absence when appropriate (i.e., maternity, serious illness of family member, FMLA).
- (d) A doctor's note verifying illness or injury resulting in absences of more than five (5) consecutive days may be required by the Board prior to the employee's return to work. Failure to do so may result in leave without pay. After three (3) consecutive weeks of absence, the Board reserves the right to a second opinion on illness or injury.

#### 11.2.1 Sick Leave Bank

The Board and the Association recognize the possibility that in rare instances, an employee or their immediate family may, by the nature of a long-term or life-threatening illness or injury, be forced to be absent from work for a period of time in excess of his/her accumulated sick leave and personal days. With this in mind, the Board and the Association have established a voluntary Sick Leave Bank, hereinafter referred to as the "Bank".

The following are rules and regulations developed by the Association and Board for the purpose of implementing the District's voluntary Bank.

##### (a.) Membership

- Full time or part time employees may participate in the Bank after completing one (1) full academic year of employment in the District.
- 2. Employees will need to complete and submit to the Business Manager the **Sick Leave Bank Enrollment Form** (see Appendix E).
- 3. Open enrollment will:

- coincide with the open enrollment period for health insurance and flexible spending plan.
- be available if sick days are depleted to 15 days in the Bank.
- be available if an employee has a change in family status.

##### (b.) Donation of Days

Upon enrollment in the Bank, an employee shall donate one (1) sick day to the Bank.

For 2007-2008 the Board will contribute matching donations of up to fifty (50) days towards the Bank.

If the total number of days in the Bank falls below fifteen (15) days, an

employee will need to donate one (1) additional day to maintain membership in the Bank, at which time the Board will match donations up to fifty (50) days.

The donation of sick days is irrevocable.

(c.) Use of the Bank

An employee may, under the following conditions, draw days from the Bank.

In order to draw from the Bank you must have donated to the Bank, including donating a day if the total days in the Bank falls below fifteen (15) days.

A written doctor's verification of the illness is necessary. The doctor shall not be a relative of the employee.

Immediate family is defined as employee, spouse, child, or parent.

A **Request to Use Sick Leave Bank Days Form** (see Appendix F) must be completed and submitted to the Business Manager.

5. If the employee uses twenty (20) days from the Bank, the Oversight Committee will review a request for any additional days.
6. Within the limits set forth, the Bank may be used up to the point of employee eligibility for short or long-term disability.

(d.) Sick Leave Bank Oversight Committee

The Committee will consist of the Association President, President-Elect, Oak Grove Superintendent, and Business Manager.

Upon receiving a **Request to Use Sick Leave Bank Days Form**, the Oversight Committee will meet to review the request and determine eligibility.

The Oversight Committee will meet no later than June first (1<sup>st</sup>) of each year to review and evaluate the implementation of the Bank.

The Oversight Committee may recommend changes to the Bank subject to the approval of the Association and the Board.

### 11.3 Personal Leave

Each employee shall be entitled to three (3) days of personal business leave without loss of pay for matters which cannot be handled during non-school days or hours. Written notification of such leave shall be made to the Superintendent or designee at least two (2) employee employment days prior to the onset of such leave, provided in an emergency, such application may be made at a later time with an explanation of such emergency. If the full amount of personal leave thus allowed is not used, it may accumulate to six (6) days. Unused amounts of accumulated days in excess of the six (6)

shall be placed in the individual's sick leave account. A teacher may transfer his/her accumulated personal leave to accumulated sick leave at any time. Personal leave shall not interfere with duties as determined by the Superintendent or designee. These days are not to be used before or after a holiday or during the first week or last week of school, unless pre-approved by the Superintendent or designee. If personal leave is denied, written reasons shall be given to the employee.

#### 11.4 Bereavement Leave

Leave shall be granted to an employee due to the death of a member of the immediate family, upon written request to the Superintendent or designee. Immediate family is defined as wife, husband, child, grandchild, grandparents, sibling, parent, in-laws or cohabiter. Such leave shall not exceed three (3) working days unless extended at the discretion of the Superintendent or designee.

#### 11.5 Religious Leave

Each employee shall be entitled to two (2) days of religious leave without loss of pay for religious holidays that occur on regularly scheduled school days. Written notification of such leave shall be made to the Superintendent or designee at least five (5) employee employment days prior to that requested leave day.

#### 11.6 Jury Duty

The Board shall pay the regular salary to employees involuntarily called to serve as jurists or subpoenaed to appear before a legal or legislative panel as witnesses reduced by the amount of compensation received by the employees for such service. Employees on such service shall make every effort to make their classes when their services are not required.

#### 11.7 Prearranged Leave When School Is Closed

On days when school is officially closed, any prearranged leave days charged against employees shall be re-credited to their allowances.

#### 11.8 Leave of Absence-Unpaid

(a) The Board may grant a leave of absence without pay after application by an employee for a purpose deemed appropriate and beneficial to the School District (appropriate purposes may include but not be limited to such things as child care, extended illness of family member, military leave, or other personal reasons).

- (b) Seniority shall not accrue or be deemed interrupted during any unpaid leave of absence. No benefits shall be given or accrued during this period. It shall be understood that no employee may accept full-time employment in the field of education while on leave of absence.
- (c) Personal and sick leave will not accumulate during an unpaid leave. Any accumulated sick leave days at the commencement of unpaid leave shall be available to the employee upon return to employment in the District.
- (d) Employees on unpaid leave of absence shall maintain insurance coverage and are liable for timely payments of one hundred percent (100%) of the premiums to the Board by the employee. An employee who returns to work after a period of not more than eight (8) weeks, in the current school year, and remains on staff for a period of thirty (30) school days or the remainder of the school year, whichever is less, shall be reimbursed by the Board in an amount not to exceed ninety percent (90%) of single coverage or eighty percent (80%) of family coverage. This provision is available to each covered employee once per school year.
- (e) Employees requesting an unpaid leave of absence must submit a written request to the Superintendent or designee as much in advance as is possible. In the case of maternity leave, except in the case of medical emergency, notice should be given at least ninety (90) days before the date of leave is to begin. The Superintendent or designee will notify the Association within five (5) days of the request for an unpaid leave.
- (f) An employee should submit a request in writing at least one hundred twenty (120) days before the end of the school year to the Superintendent or designee for an unpaid leave for the following school year.
- (g) In all instances where an employee is granted an unpaid leave of absence for eight (8) calendar months or more, as a condition thereof, the employee shall advise the Superintendent or designee in writing, no later than February 15<sup>th</sup> prior to the termination of such leave whether he/she intends to return to employment. Lack of timely notification will be treated as a resignation from the District.

The Board may, at its discretion permit the termination of any Unpaid Leave of Absence upon the request of any employee. The termination or non-termination shall be non-precedential with respect to any other request by such employee or any other employee.

- (h) Upon return from an unpaid leave of absence, an employee shall be assigned a position within the parameter of his/her certification.

#### 11.9 Family and Medical Leave Act

The Board and the Association agree to comply with the provisions of the Federal Family and Medical Leave Act (FMLA), as amended from time to time, subject to the following stipulations:

##### (a) Eligibility

1. "Eligible teacher" means a teacher who has been employed in a full-time capacity with the Board for at least one (1) academic term and has at least 1,250 hours of service with the Board during the previous academic term. To determine hours of service for eligibility purposes, the number of days of service reported to the Illinois Teachers' Retirement System shall be multiplied by seven (7) hours per day.
2. Other terms shall be defined in the Family and Medical Leave Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

##### (b) Availability

Family and Medical Leave shall be limited to a total of twelve (12) weeks in any school calendar year, and shall be available to a teacher for the following purposes:

1. Birth and care of a child for the first year following birth;
2. Adoption or placement of foster children in the teacher's home for the first year following;
3. The teacher's own serious medical condition;
4. The serious medical condition of a teacher's spouse, child, parent; including medical appointments, treatment, therapy and conditions that are under continuing supervision by a health care provider or to arrange third party care for a family member, etc.
5. Any other purpose allowed by the FMLA.

##### (c) Usage

1. The Family and Medical Leave is generally unpaid. However, at the election of either the Board or eligible teachers, eligible teachers

requesting Family and Medical Leave may use any available, accrued paid personal days towards computation of days used as part of any twelve (12) week period allowed. At the election of either the Board or eligible teachers, eligible teachers requesting leave for family medical or personal leave may also use accrued paid sick leave. If such election is made by the Board or the eligible teacher, and after all available accrued paid personal or sick days have been expended, the Board shall grant any necessary additional unpaid leave so that the total of available Family and Medical Leave equals twelve (12) weeks.

2. Where both the teacher and a covered individual (e.g. spouse, parent, etc.) are employed by the Board, they will each be entitled to twelve (12) work weeks of leave in any school calendar for Family and Medical Leave.

(d) Benefits During Leave

Other benefits (e.g. sick leave, personal leave, and seniority) will not continue to accrue during Family and Medical Leave. Benefits accrued before the date the leave began will remain intact.

(e) Application Procedures

1. In a known circumstance, application should be submitted to the Board or approval at least thirty (30) calendar days prior to the first day of leave.
2. In unforeseen situations, teachers should provide as much notice to the Board as possible, generally within two (2) business days after the need for Family and Medical Leave becomes known.

(f) Return to Active Employment Status

At the end of a Family and Medical Leave, a teacher will be reinstated to his or her previous position if it is available. If the teacher's position is not available, the teacher will be reinstated to an equivalent position with equivalent pay, benefits, and other terms and conditions.

## 11.10 Professional Leave

(a) Leave at the Request of the Teacher

1. All full-time teaching personnel are entitled to two (2) professional leave days during the school year. Any professional leave day must be requested by the individual teacher in writing at least one week

prior to the day requested by filling out a "Request for Professional Day" form.

2. The Superintendent or designee will approve or reject requests for professional days within three (3) days of their receipt. A rejection will be accompanied by detailed reasons in writing.
3. The Superintendent or designee has final authority in granting or denying requests for professional leave, the Superintendent or designee will inform the Board in its next monthly educational meeting of the total requests for professional leave.
4. On approving a request for Professional Leave the District shall pay the substitute teacher's salary. No other expenses are covered.

(b) Leave at the Request of the Administration

In addition to their professional leave days, at the request of the Superintendent or designee, teachers may attend educational meetings and conferences. In such cases all reasonable expenses incurred by the teacher will be reimbursed by the District. To be eligible for reimbursement, all expenses must be itemized and accompanied by paid receipts.

Reimbursable expenses include:

- 1) Registration fees
- 2) Mileage at the currently reimbursable I.R.S. rate
- 3) Reasonable parking expenses
- 4) Meal reimbursement at the current I.S.B.E. rate
- 5) Reasonable room charges
- 6) No other personal expenses will be reimbursed. (i.e., telephone, entertainment, etc.).

(c) When such attendance shall require the teacher to be away for more than two (2) days or one (1) overnight, prior approval must be received from the Board of Education, otherwise the Superintendent or designee shall have full authority to request such attendance within the budget established by the Board of Education.

(d) Professional leave not taken during the school year cannot be accumulated.

## ARTICLE XII

### SALARY AND BENEFITS

#### 12.1 Salary and Benefits

- (a) The salary schedules/index and extra duty schedule are set forth in Appendix A and Appendix B.

Payroll checks shall be issued twenty-six (26) times each year. Teachers will receive their summer period salary in separate checks on or before July 1<sup>st</sup>.

If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the last day school is in session.

#### 12.2 Insurance

- (a) The Board shall provide insurance for employees in the District subject to the following maximum monthly percentages:

<u>Single</u>	<u>Family</u>
90%	80%

for the duration of this Agreement except as noted in 12.2(b).

The Board shall provide insurance for less than full time employees hired for employment after the 1993-1994 school year subject to the following percentages:

<u>Single</u>	<u>Family</u>
50%	50%

for the duration of the Agreement except as noted in 12.2(b).

The insurance coverage shall be no less comprehensive than as set forth in Appendix E to be updated annually. All employees covered by this Agreement who elect to have insurance may choose either single or family coverage during the open enrollment period which election shall be binding for the balance of the school year. All employees hired after the enrollment period shall make a similar election within thirty (30) days

of the first day of their employment. Employees may only change their election upon Change of Family Status including: marital status, family size, loss of job by spouse, disability of spouse, involuntary loss of medical coverage by spouse, dependent becomes eligible or ineligible for dependent status, or refusal to pay employee share of premium.

Within five (5) days of the Superintendent's or designee's knowledge of any change in the status of insurance coverage, the Association shall be notified.

A balanced insurance committee trained in Interest Based Bargaining shall be formed by the Board and Association to study various options available to the staff. Each side will determine its own representation for the committee. Both the Association and the Board shall limit their representation to no more than four (4) members. The committee will meet at least once quarterly to review the Health Insurance Escrow Fund and Health Reimbursement Account (HRA) balances and to study various options available to staff including, but not limited to: changes in coverage, additional types of insurance and changes in carrier. Upon receiving recommendations from the committee, the Board and Association must both ratify the proposed changes before they go into effect.

See chart below for guidelines on annual insurance premium increases:

Year	BOE pays up to:	Cost Sharing
2007-2008	12%	Above 12% - BOE 50% / Member 50%
2008-2009	11%	Above 11% - BOE 50% / Member 50%
2009-2010	10%	Above 10% - BOE 50% / Member 50%
2010-2011	10%	Above 10% - BOE 50% / Member 50%

The Board shall create an Insurance Escrow Fund by placing a first year bonus of \$100 per employee covered by the CBA and participating in the plan into an Insurance Escrow Fund to be used at the Association's discretion to offset potential Association cost sharing. In subsequent years, if the annual insurance premium increases fall below the percentages listed above (12%, 11%, 10%, 10%), the Board shall deposit into the Insurance Escrow Fund either the amount of \$100 per employee covered under the CBA and participating in the plan or the Association's portion of the actual insurance premium increase, whichever is less.

If in any year after the first year of this CBA, the annual insurance premiums decrease from the previous year, the Association's portion of the savings will be deposited into the Insurance Escrow Fund.

To determine whether or not an actual health insurance premium decrease occurs, the following formula will be used:

2007-2008	(Association 2007-2008 Premiums Plus HRA Payouts) Minus (Association 2006-2007 premiums)
2008-2009	(Association 2008-2009 Premiums Plus HRA Payouts) Minus (Association 2007-2008 premiums)
2009-2010	(Association 2009-2010 Premiums Plus HRA Payouts) Minus (Association 2008-2009 premiums)
2010-2011	(Association 2010-2011 Premiums Plus HRA Payouts) Minus (Association 2009-2010 premiums)

The Insurance Escrow Fund deposit will be the greater of \$100 per employee covered under the CBA and participating in the plan or the Association's portion of the actual decrease.

### 12.3 Professional Development

(a) Horizontal advancement on the compensation schedule shall be conditioned on prior written approval of the Superintendent or designee. Such approval shall be granted for graduate courses in the employee's instructional area or pursuant to a graduate program as previously approved by the Superintendent or designee. Courses shall be taken in fully accredited institutions of higher learning.

1. Advancement on the compensation schedule shall be effective twice a year upon furnishing evidence of successfully completing such course(s) by October 1<sup>st</sup> and February 1<sup>st</sup> for movement either first or second semester. Evidence shall be in the form of a transcript from the appropriate institution. Until such time as a transcript becomes available, a letter of completion or a grade report will be acceptable. Horizontal advancement beyond the master's lane shall be limited to post-master's degree work. No such limitations shall apply to those employed prior to the 2003-2004 school year who have accumulated post

baccalaureate, non master's degree credit hours. Such employees shall be limited to one lane advancement per school year.

2. Employees who are absent from their duties shall be credited with vertical advancement on the compensation schedule provided said employee has actually taught in the District for ninety-four (94) or more employment days during the school year for which such credit is sought and further provided that the employee has compiled in all other respects with any other provision which may be applicable regarding advancement on the compensation schedule as may be set forth in this Agreement.

(b) Graduate Study and Tuition Reimbursement

This section of the Agreement has been designated to encourage certificated staff members of District #68 to continue their professional training, provided that training has a direct bearing upon the improved education of the students of Oak Grove School.

(c) Graduate Study

1. Any teacher having completed, or planning to complete graduate courses in addition to those on which the teacher's salary for the then existing agreement year is based, must declare such additional courses in writing to the Superintendent or designee not later than June 15<sup>th</sup> of that year to enable the Board to plan its budget accordingly. Courses reported after June 15<sup>th</sup> may not be counted for advancement on the salary index by the teacher until the following agreement year. Transcripts must be provided to the Superintendent or designee by October 1<sup>st</sup>, annually, of any approved courses taken during the summer months. Course work specifically discussed with and approved in writing by the Superintendent prior to a teacher's enrollment therein, shall be treated as related to improvement of classroom teaching skills.
2. Undergraduate courses may be submitted for tuition reimbursement if the course will enhance the professional training of a teacher related to specific classroom teaching skills required in the District and provided the course has been approved in writing, in advance by the Superintendent or designee. In no case will an undergraduate course be counted for advancement by a teacher on the salary index.

(d) Tuition Reimbursement

1. The completion of one full school term in the District is required prior to participation in this program.
2. Reimbursement will be made only for courses that are directly related to the teaching position held or related discipline, or as described in Section 12.3.c.
3. The proposed course(s) will be initiated by the teacher and approved by the Superintendent or designee, in writing, prior to taking the course.
4. Compensation will be paid upon the successful completion of the course(s). Successful completion is defined as that which is awarded a final grade of "A" or "B". In the event that a pass/fail system is utilized by the educational institution, successful completion of the course shall be defined as that which is awarded the final grade of "pass". Final transcripts of the grade(s) must be submitted to the Superintendent or designee prior to receipt of compensation.
5. The Board will reimburse the tuition costs under the following eligibility requirements:

Full-time teacher who has completed two (2) full school terms in the District up to a maximum of \$1,200.00 per teacher, per school year.

Full-time teacher who has completed one (1) full school term in the District--up to a maximum of \$600.00 per teacher, per school year.

Part-time teacher who has completed at least one (1) full school term in the District, not to exceed \$600.00 per teacher, per school year.

The yearly period for reimbursement will begin on the last day of classes for the school year and include all classes completed within one year of such date.

Reimbursement eligibility does not accumulate from year to year.

#### 12.4 Retirement Incentive Program

Definition of Continuous Service – Continuous service shall not be considered interrupted or broken if a leave of absence has been granted during this service; however the leave of absence shall not be counted as a year of service.

Eligibility Requirements - A teacher is eligible for retirement benefits from Oak Grove School District 68 if the following conditions are met:

Is eligible for a retirement annuity from the Teachers' Retirement System

Attains thirteen (13) or more continuous years of service with Oak Grove School District 68 at the time of retirement

Able to retire with no AERO cost to the District

Notifies the board by written letter on or before June 15<sup>th</sup> of the school year, at most, three (3) years preceding retirement of his or her intent to retire.

(a)Thirteen Year Service Retirement Program - Any certified staff member who has been employed by the Board for at least thirteen (13) continuous years shall be entitled to participate in the Thirteen Year Service Retirement Program.

i. The Board shall pay a total retirement incentive of five percent (5%) over his/her creditable earnings in the previous year for a maximum of three (3) years of employment prior to retirement. This benefit is for all retiring teachers, both AERO and non-AERO retirement.

ii. For any member who elects to participate in the TRS Health Insurance Plan, the Board shall pay the single premium each year up to a lifetime total benefit according to the following schedule:

Retirement Year	Life-time Benefit
2007-2008	\$12,000
2008-2009	\$12,000
2009-2010	\$12,750
2010-2011	\$12,750

This benefit is for teachers who are not retiring under AERO.

iii. The Board shall reimburse and/or pay fifty percent (50%) of the teacher's optional TRS 2.2 buy-back costs. All post retirement payouts will occur after July 1<sup>st</sup> and before July 31<sup>st</sup> after the last year of employment.

This benefit is for teachers who are not retiring under AERO.

iv. The Board shall pay a post retirement lump sum of \$1,500 to be paid after July 1<sup>st</sup> and before July 31<sup>st</sup> after the last year of employment. The employee shall have the option of selecting either a payment in cash or an employer contribution to an existing 403(b) (7). This benefit is for teachers who are not retiring under AERO.

(b) Twenty Year Service Retirement Program

- i. Any certified staff member with at least twenty (20) years continuous service is entitled to contract articles 12.4 (a) i and ii.
- ii. The board shall reimburse and/or pay one hundred percent (100%) of the teacher's optional TRS 2.2 buy-back costs. All post retirement payouts will occur after July 1<sup>st</sup> and before July 31<sup>st</sup> after the last year of employment. This benefit is for teachers who are not retiring under AERO.
- iii. The Board shall pay a post retirement lump sum of \$3,000 to be paid after July 1<sup>st</sup> and before July 31<sup>st</sup> after the last year of employment. The employee shall have the option of selecting either a payment in cash or an employer contribution to an existing 403(b) (7). This benefit is for teachers who are not retiring under AERO.

12.4.1 For the purpose of this article if a teacher has provided notice of the intent to retire and is to receive a 5% retirement incentive the teacher shall continue to perform the same paid assignments that resulted in the total previous year's creditable earnings upon which the retirement incentive is based. If the teacher voluntarily declines to perform any of the previous year's paid assignments or is removed for cause, the teacher's compensations shall be reduced accordingly.

12.4.2 TRS 6% Rule

No teacher who has given notice of retirement as defined in Article 12.4 shall receive a retirement incentive greater than 6% that will result in an additional payment, contribution, and/or penalty to TRS by the Board. The limit shall be applied to any TRS creditable earnings including but not limited to step increases, lane increases, extra-curricular pay and stipends.

12.4.3 Life Altering Events

A life-altering event shall include the death of a spouse or divorce, catastrophic illness of the employee or a spouse, loss of anticipated employment of that of a spouse, or any other qualifying event at the discretion of the Board.

Revocation of Retirement Notice for Extraordinary Reason

Should a life-altering event occur after a teacher's notice to retire has been

tendered, that teacher may revoke the notice and must do so prior to the point at which the Board of Education has tendered an offer of employment to a candidate.

#### 12.4.5 Employment Reinstatement

If an employee notifies the Board of his/her intent to ask for reinstatement pursuant to Articles 12.4.3 and 12.4.4, the employee may chose between one of the two following options:

(a) Option 1

The teacher shall be placed on the salary schedule in the step and lane, which reflects movement through the schedule, had the teacher not given notice to retire. The teacher shall progress through the schedule with no additional 5% retirement incentive as part of the District 68 retirement incentive program. This article does not prohibit a teacher from receiving post-retirement incentives that are in effect at the time of his or her future retirement.

(b) Option 2

The teacher shall maintain his or her current salary. The teacher shall reimburse the Board for the value of all retirement incentives received that exceed what the teacher would have otherwise earned had he or she not participated in the retirement incentive program. The superintendent or designee, with input from the teacher, shall develop a repayment plan of deductions from the teachers remaining paychecks and, if necessary, any post-retirement payments the teacher may receive through future participation in a district-funded retirement program. This article does not prohibit a teacher from receiving retirement incentive and post-retirement incentives through participation in a district-funded retirement program.

#### 12.5 Extra Curricular Duties

- (a) No new duties shall be added to the Extra Curricular Duties list, nor compensation decided without first negotiating with the Association.
- (b) Employees may bring to the Board ideas for Extra Curricular activities not currently on the list. Such activities may be implemented as pilot activities for a one (1) year period with compensation to be agreed to by the Board and Association. If said pilot activity is to continue, such activity shall be added to the Extra Curricular Duty list (Appendix B).

- (c) Any employee who voluntarily accepts the extra curricular duties of an absent employee shall be reimbursed by the Board at a per diem rate of the corresponding extra curricular stipend. This shall apply to excused absences only.
- (d) Time commitments different from the previous school year in any extra duty as deemed significant by a committee consisting of a Board representative, the administration, the Association president, and the athletic director may affect the stipend during the length of the Agreement. The committee may submit to the Board recommendations for appropriate adjustments in the stipend, which upon approval by the Board, will be pro-rated depending on the time commitment change.
- (e) All extra duty compensation shall be included in the employee's economic profile and shall be paid over twenty-six (26) pay periods with the exception of detention duty, athletic supervision, overnight chaperones, and any other single occurrence duty which shall be paid on the next pay period after the duties are performed.

12.7 Internal Substitution

Employees (in-house) who substitute for another employee (in-house) during regular school hours will be compensated on a prorated basis, based on a rate of double the current substitute teacher rate, as determined and set by the Board. This policy shall apply only when scheduled planning periods are used, when two (2) or more classes are combined, or when one teacher of a team is absent and the remaining teacher covers the class. This policy shall apply only in case of illness or emergency in the building when traditional substitute use is not feasible.

12.8 Curriculum Work

Curriculum work requested from the administration on non-school days will be compensated at the rate of:

Half Day

Full Day

\$77.50

\$155.00

**ARTICLE XIII**

**REDUCTION-IN-FORCE**

13.1 Discussion of Reduction-in-Force (RIF)

When the Board decides it is necessary to reduce the number of teachers in the District, it shall seek to discuss reduction in staff with the Association prior to taking final action thereon and, where feasible, to provide the Association with an opportunity to suggest alternatives to such reduction in staff.

It is understood by the parties to this Agreement that state law shall apply with respect to reduction-in-force.

## **ARTICLE XIV**

### **EFFECT of AGREEMENT**

- 14.1 The Board and the Association agree that in the application of this Agreement and all practices, procedures, and policies of the Board, there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed color, religion, national origin, sex, domicile, or marital status.
- 14.2 This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

## **ARTICLE XV**

### **SEPARABILITY**

- 15.1 If any provision of this Agreement or any application of this Agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to the law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by the law; but all other provisions or applications shall continue in full force and effect and the Board and the Association shall meet to discuss possible changes necessitated by such actions.
- 15.2 The parties hereto 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 matter not removed by

law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

All terms and conditions of employment not covered or not abridged by this Agreement, shall continue to be subject to the Board's exclusive direction and control and shall not be the subject of negotiations during the life of this contract.

In such case that both the Board and Association mutually agree to negotiate any conditions and/or terms of employment not covered in this Agreement, the Board and Association will meet to bargain.

## **ARTICLE XVI**

### **DURATION of AGREEMENT**

This Agreement shall be effective as of August 22, 2007 and shall continue in effect until the date before the first day of school in the 2010–2011 school year. 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.

For the Board of Education  
School District 68  
Lake County, Illinois

For the Oak Grove Education  
Association, IEA-NEA

Board President

Association President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

*This \_\_\_ day of \_\_\_\_\_, 2007*

*This \_\_\_ day of \_\_\_\_\_,*

**MEMORANDUM OF UNDERSTANDING - JOB SHARING**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Oak Grove Education Association-IEA-NEA (Union) and the Board of Education, Oak Grove School District #68, Lake County, Illinois (Board) on behalf of \_\_\_\_\_ (Teacher).

This agreement allows both the Union and the Board to field test the concept of job sharing outside the framework of the formal teacher contract. Job sharing is a voluntary program providing two (2) tenure teachers the opportunity to share one (1) full-time equivalent teaching position.

A tenured teacher may, at the discretion of the Board, obtain a leave to participate in a District job-sharing arrangement. Job sharing arrangements may continue to form year to year provided that the teacher requests and the Board approves an annual extension and further provided that a job share is not split between two (2) school years.

Elementary teachers, junior high teachers, special education teachers in a self-contained classroom, specialists and kindergarten teachers may be granted a part-time leave of

absence, subject to such terms and conditions as the teacher and the Board (through its administration) may agree upon, provided that a suitably competent teacher can be retained to share the position. The determination of competency and the extent to which the administration succeeds in recruiting a person for such a position will not be subject to the grievance procedure.

A teacher in a job-sharing position may return to full-time employment only at the beginning of a school year, provided he/she has notified the District in writing on his/her desire to do so prior to February 1<sup>st</sup>.

The responsibilities of an assignment by two (2) job sharers may be divided according to a plan designed by the job sharers, with the concurrence of the receiving principal or, if there is none, the appropriate administrator. This plan will include but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, and attendance at staff meetings, district meetings, parent conferences and field trips.

Participation in job-sharing positions will be placed appropriately on the teachers' salary schedule, and salaries will be prorated according to the time worked. Teachers in job sharing positions will receive salary step movement following the accumulation of the equivalency of one year of full time service.

Participants in job-sharing positions will receive a prorated amount of insurance and leave benefits. Contributions to the Teachers' Retirement System will be proportionate to the time worked.

During the period of time spent in a job-sharing position, a teacher would retain tenure and seniority credit of the teacher(s) will accrue in proportion to the time worked. Tenure status of teachers involved in job-sharing positions will be retained.

The application and proposed plan for a job-sharing leave must be acted upon by the immediate supervisor, and submitted to the Superintendent by March 1<sup>st</sup>, preceding the school year for which the leave is requested.

Any teacher whose request for a job-sharing leave is denied may, upon request, receive the rationale for such denial in writing from the administration.

\_\_\_\_\_  
Association President

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Date

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Board President

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Date

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Teacher

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Date

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## APPENDIX A

### 2007-08 SALARY SCHEDULE

	BA+12	BA+24	MA	MA+12	MA+24	MA+36
A	\$34,894	\$36,514	\$41,756	\$44,352	\$47,068	\$49,910
B	\$36,066	\$37,644	\$43,047	\$45,723	\$48,524	\$51,557
C	\$37,086	\$38,808	\$44,379	\$47,138	\$49,980	\$53,259
D	\$38,106	\$40,008	\$45,751	\$48,670	\$51,479	\$55,016
E	\$39,154	\$41,245	\$47,124	\$50,251	\$53,023	\$56,832
F	\$40,231	\$42,483	\$48,537	\$51,885	\$54,614	\$58,707
G	\$41,337	\$43,757	\$49,994	\$53,571	\$56,253	\$60,645
H	\$42,474	\$45,070	\$51,493	\$55,312	\$57,940	\$62,646
I	\$43,642	\$46,422	\$53,038	\$57,109	\$59,678	\$64,713
J	\$44,842	\$47,815	\$54,629	\$58,965	\$61,469	\$66,849
K	\$46,075	\$49,249	\$56,268	\$60,882	\$63,313	\$69,055
L	\$47,342	\$50,727	\$57,956	\$62,861	\$65,212	\$71,334
M	\$48,644	\$52,248	\$59,695	\$64,903	\$67,169	\$73,688
N		\$53,816	\$61,486	\$67,013	\$69,184	\$76,119
O		\$55,430	\$63,330	\$69,191	\$71,259	\$78,631
P		\$57,093	\$65,230	\$71,439	\$73,397	\$81,226
Q		\$58,806	\$67,187	\$73,761	\$75,599	\$83,907
R		\$60,570	\$69,203	\$76,158	\$77,867	\$86,676
OFF 1-4	\$49,617	\$61,782	\$70,587	\$77,682	\$79,424	\$88,409
OFF 5-10						

Longevity shall be defined as certified staff paid outside of the salary schedule. Those who are outside of the salary schedule are guaranteed a

minimum two percent (2%) raise.

Raises for those who are one (1) year through four (4) years (Longevity) outside of the schedule shall be based upon the highest monetary value for each Step within the following Lanes:

- A) BA = J; BA + 12 = M; BA + 24 through MA + 36 = R
- B) Thereafter, those who are five (5) years through ten (10) years outside of the salary schedule shall be paid an additional three percent (3%) based upon the foundation established above in (A).
- C) Thereafter, those who are eleven (11) years through fifteen (15) years outside of the salary schedule shall be paid an additional four percent (4%) based upon the foundation established above in (A).

## APPENDIX A

### 2008-09 SALARY SCHEDULE

	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36
<b>A</b>	\$34,875	\$35,111	\$36,741	\$42,015	\$44,627	\$47,360	\$50,220
<b>B</b>	\$35,747	\$36,290	\$37,877	\$43,314	\$46,007	\$48,825	\$51,877
<b>C</b>	\$36,641	\$37,316	\$39,049	\$44,654	\$47,430	\$50,290	\$53,589
<b>D</b>	\$37,557	\$38,342	\$40,256	\$46,035	\$48,971	\$51,798	\$55,358
<b>E</b>	\$38,495	\$39,397	\$41,501	\$47,416	\$50,563	\$53,352	\$57,184
<b>F</b>	\$39,458	\$40,480	\$42,746	\$48,839	\$52,206	\$54,953	\$59,072
<b>G</b>	\$40,444	\$41,593	\$44,029	\$50,304	\$53,903	\$56,602	\$61,021
<b>H</b>	\$41,455	\$42,737	\$45,350	\$51,813	\$55,655	\$58,300	\$63,035
<b>I</b>	\$42,492	\$43,913	\$46,710	\$53,367	\$57,464	\$60,049	\$65,115
<b>J</b>	\$43,554	\$45,120	\$48,111	\$54,968	\$59,331	\$61,850	\$67,264
<b>K</b>		\$46,361	\$49,555	\$56,617	\$61,260	\$63,706	\$69,483
<b>L</b>		\$47,636	\$51,041	\$58,316	\$63,250	\$65,617	\$71,776
<b>M</b>		\$48,946	\$52,573	\$60,065	\$65,306	\$67,585	\$74,145
<b>N</b>			\$54,150	\$61,867	\$67,429	\$69,613	\$76,592
<b>O</b>			\$55,774	\$63,723	\$69,620	\$71,701	\$79,119
<b>P</b>			\$57,447	\$65,635	\$71,883	\$73,852	\$81,730
<b>Q</b>			\$59,171	\$67,604	\$74,219	\$76,068	\$84,427
<b>R</b>			\$60,946	\$69,632	\$76,631	\$78,350	\$87,213
<b>OFF 1-4</b>	\$44,425	\$49,925	\$62,165	\$71,025	\$78,164	\$79,917	\$88,957
<b>OFF 5-10</b>							

Longevity shall be defined as certified staff paid outside of the salary schedule. Those who are outside of the salary schedule are guaranteed a minimum two percent (2%) raise.

Raises for those who are one (1) year through four (4) years (Longevity) outside of the schedule shall be based upon the highest monetary value for each Step within the following Lanes:

- A) BA = J; BA + 12 = M; BA + 24 through MA + 36 = R
- B) Thereafter, those who are five (5) years through ten (10) years outside of the salary schedule shall be paid an additional 3% based upon the foundation established above in (A).
- C) Thereafter, those who are eleven (11) years through fifteen (15) years outside of the salary schedule shall be paid an additional four percent (4%) based upon the foundation established above in (A).

## APPENDIX A

### 2009-10 SALARY SCHEDULE

	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36
<b>A</b>	\$35,182	\$35,420	\$37,064	\$42,385	\$45,020	\$47,777	\$50,662
<b>B</b>	\$36,062	\$36,610	\$38,210	\$43,696	\$46,412	\$49,255	\$52,334
<b>C</b>	\$36,963	\$37,645	\$39,392	\$45,047	\$47,848	\$50,732	\$54,061
<b>D</b>	\$37,887	\$38,680	\$40,611	\$46,440	\$49,403	\$52,254	\$55,845
<b>E</b>	\$38,834	\$39,744	\$41,867	\$47,833	\$51,008	\$53,822	\$57,688
<b>F</b>	\$39,805	\$40,837	\$43,123	\$49,268	\$52,666	\$55,437	\$59,592
<b>G</b>	\$40,800	\$41,960	\$44,416	\$50,747	\$54,378	\$57,100	\$61,558
<b>H</b>	\$41,820	\$43,114	\$45,749	\$52,269	\$56,145	\$58,813	\$63,589
<b>I</b>	\$42,866	\$44,299	\$47,121	\$53,837	\$57,970	\$60,577	\$65,688
<b>J</b>	\$43,937	\$45,517	\$48,535	\$55,452	\$59,854	\$62,395	\$67,856
<b>K</b>		\$46,769	\$49,991	\$57,116	\$61,799	\$64,266	\$70,095
<b>L</b>		\$48,055	\$51,491	\$58,829	\$63,807	\$66,194	\$72,408
<b>M</b>		\$49,377	\$53,035	\$60,594	\$65,881	\$68,180	\$74,797
<b>N</b>			\$54,626	\$62,412	\$68,022	\$70,226	\$77,266
<b>O</b>			\$56,265	\$64,284	\$70,233	\$72,332	\$79,816
<b>P</b>			\$57,953	\$66,213	\$72,515	\$74,502	\$82,449
<b>Q</b>			\$59,692	\$68,199	\$74,872	\$76,737	\$85,170

<b>R</b>			\$61,482	\$70,245	\$77,305	\$79,039	\$87,981
<b>OFF 1-4</b>	\$44,816	\$50,364	\$62,712	\$71,650	\$78,852	\$80,620	\$89,741
<b>OFF 5-10</b>							

Longevity shall be defined as certified staff paid outside of the salary schedule. Those who are outside of the salary schedule are guaranteed a minimum two percent (2%) raise.

Raises for those who are one (1) year through four (4) years (Longevity) outside of the schedule shall be based upon the highest monetary value for each Step within the following Lanes:

- A) BA = J; BA + 12 = M; BA + 24 through MA + 36 = R
- B) Thereafter, those who are five (5) years through ten (10) years outside of the salary schedule shall be paid an additional three percent (3%) based upon the foundation established above in (A).
- C) Thereafter, those who are eleven (11) years through fifteen (15) years outside of the salary schedule shall be paid an additional four percent (4%) based upon the foundation established above in (A).

## APPENDIX A

### 2010-11 SALARY SCHEDULE

	<b>BA</b>	<b>BA+12</b>	<b>BA+24</b>	<b>MA</b>	<b>MA+12</b>	<b>MA+24</b>	<b>MA+36</b>
<b>A</b>	\$35,338	\$35,577	\$37,229	\$42,573	\$45,219	\$47,989	\$50,887
<b>B</b>	\$36,221	\$36,772	\$38,380	\$43,889	\$46,618	\$49,473	\$52,566
<b>C</b>	\$37,127	\$37,812	\$39,567	\$45,247	\$48,060	\$50,957	\$54,301
<b>D</b>	\$38,055	\$38,851	\$40,791	\$46,646	\$49,622	\$52,486	\$56,093
<b>E</b>	\$39,007	\$39,920	\$42,052	\$48,046	\$51,234	\$54,061	\$57,944
<b>F</b>	\$39,982	\$41,018	\$43,314	\$49,487	\$52,899	\$55,683	\$59,856
<b>G</b>	\$40,981	\$42,146	\$44,613	\$50,972	\$54,619	\$57,353	\$61,831
<b>H</b>	\$42,006	\$43,305	\$45,952	\$52,501	\$56,394	\$59,074	\$63,871
<b>I</b>	\$43,056	\$44,496	\$47,330	\$54,076	\$58,227	\$60,846	\$65,979
<b>J</b>	\$44,132	\$45,719	\$48,750	\$55,698	\$60,119	\$62,671	\$68,157
<b>K</b>		\$46,976	\$50,213	\$57,369	\$62,073	\$64,551	\$70,406
<b>L</b>		\$48,268	\$51,719	\$59,090	\$64,090	\$66,488	\$72,729
<b>M</b>		\$49,596	\$53,270	\$60,863	\$66,173	\$68,482	\$75,129

<b>N</b>			\$54,869	\$62,689	\$68,324	\$70,537	\$77,608
<b>O</b>			\$56,515	\$64,569	\$70,544	\$72,653	\$80,169
<b>P</b>			\$58,210	\$66,506	\$72,837	\$74,833	\$82,815
<b>Q</b>			\$59,956	\$68,501	\$75,204	\$77,078	\$85,548
<b>R</b>			\$61,755	\$70,557	\$77,648	\$79,390	\$88,371
<b>OFF 1-4</b>	\$45,015	\$50,588	\$62,990	\$71,968	\$79,201	\$80,978	\$90,138
<b>OFF 5-10</b>							

Longevity shall be defined as certified staff paid outside of the salary schedule. Those who are outside of the salary schedule are guaranteed a minimum two percent (2%) raise.

Raises for those who are one (1) year through four (4) years (Longevity) outside of the schedule shall be based upon the highest monetary value for each Step within the following Lanes:

- A) BA = J; BA + 12 = M; BA + 24 through MA + 36 = R
- B) Thereafter, those who are five (5) years through ten (10) years outside of the salary schedule shall be paid an additional 3% based upon the foundation established above in (A).
- C) Thereafter, those who are eleven (11) years through fifteen (15) years outside of the salary schedule shall be paid an additional 4% based upon the foundation established above in (A).

## APPENDIX B

### Extra Curricular Pay

Activity	2007-08	2008-09	2009-10	2010-11
<b>Academic</b>				
<b>Art Club (elementary)</b>	1,316.35	1,358.47	1,401.94	1,446.80
Art Club (junior high)	1,316.35	1,358.47	1,401.94	1,446.80
Band Director 1	5,000.00	5,160.00	5,325.12	5,495.52
Band Director 2	5,000.00	5,160.00	5,325.12	5,495.52
Chorus	3,784.53	3,905.63	4,030.62	4,159.59
Computer Club	1,233.82	1,273.30	1,314.05	1,356.10
<b>French Club</b>	534.06	551.15	568.79	586.99
<b>Geography Bee</b>	600.00	619.20	639.01	659.46
Math Counts	1,369.29	1,413.11	1,458.33	1,504.99
National Beta Club	1,370.91	1,414.78	1,460.05	1,506.77
Newspaper	1,892.25	1,952.81	2,015.30	2,079.79

Play Director	3,657.99	3,775.04	3,895.84	4,020.51
Play (Musical Director)	1,219.32	1,258.34	1,298.60	1,340.16
Play (set design)	1,316.35	1,358.47	1,401.94	1,446.80
<b>Play (sound)</b>	500.00	516.00	532.51	549.55
<b>Play (lighting)</b>	500.00	516.00	532.51	549.55
Science Club	1,173.21	1,210.75	1,249.50	1,289.48
Science Club Assistant	828.97	855.50	882.88	911.13
<b>Greenhouse</b>				
<b>Coordinator</b>	800.00	825.60	852.02	879.28
Student Council (Grades 4-8)	3,519.62	3,632.24	3,748.47	3,868.43
Yearbook	2,265.51	2,338.00	2,412.82	2,490.03
<b>Athletic</b>				
<b>Athletic Director/ Intramural</b>				
<b>Coordinator</b>	3,500.00	3,612.00	3,727.58	3,846.87
Basketball (Boys 7 <sup>th</sup> )	3,656.55	3,773.56	3,894.32	4,018.93
Basketball (Girls 7 <sup>th</sup> )	3,656.55	3,773.56	3,894.32	4,018.93
Basketball (Boys 8 <sup>th</sup> )	3,656.55	3,773.56	3,894.32	4,018.93
Basketball (Girls 8 <sup>th</sup> )	3,656.55	3,773.56	3,894.32	4,018.93
Cheerleading (Grades 7-8)	1,877.85	1,937.94	1,999.95	2,063.95
Cross Country (Grades 5-8)	915.35	944.64	974.87	1,006.07
Golf	<i>tba</i>			
Intramural Coach/ season	532.91	549.97	567.57	585.73
Poms	2,000.62	2,064.64	2,130.71	2,198.89
Time Keeper/Score Keeper	28.79	29.71	30.67	31.65
Track (Grades 6-8)	2,081.49	2,148.10	2,216.84	2,287.78
<b>Track Assistant</b>	1,457.04	1,503.67	1,551.79	1,601.44
Volleyball (Boys 7 <sup>th</sup> )	2,742.43	2,830.18	2,920.75	3,014.21
Volleyball (Girls 7 <sup>th</sup> )	2,838.40	2,929.23	3,022.97	3,119.70
Volleyball (Boys 8 <sup>th</sup> )	2,742.43	2,830.18	2,920.75	3,014.21
Volleyball (Girls 8 <sup>th</sup> )	2,838.40	2,929.23	3,022.97	3,119.70
Wrestling (Grades 5-8)	2,016.95	2,081.49	2,148.10	2,216.84
<b>Wrestling Assistant</b>	800.94	826.57	853.02	880.32
<b>Supervision</b>				
<b>Academic Accountability per 15 min.</b>	10.28	10.61	10.95	11.30

Athletic Supervision/ game	41.45	42.77	44.14	45.55
<b>Certified Supervision (Jr. High lunch)</b>	20.64	21.30	21.98	22.69
Chaperone (overnight)	124.98	128.97	133.10	137.36
<b>Chaperone (Grade 8 Play backstage)</b>	50.00	51.60	53.25	54.96
Detention Duty per (30 min.)	20.57	21.23	21.91	22.61
Morning Duty (20 min.)	2,230.98	2,302.37	2,376.04	2,452.08
Morning Duty (30 min.)	3,290.18	3,395.47	3,504.12	3,616.25
Organize Outdoor Ed./ Springfield	572.10	590.41	609.30	628.80
<b>Misc.</b>				
Video Coordinator (8 <sup>th</sup> grade)	2,000.00	2,064.00	2,130.05	2,198.21
Web Page Design	2,600.00	2,683.20	2,769.06	2,857.67

## **APPENDIX C**

### **PERFORMANCE RATINGS**

These ratings are to be used in conjunction with the Teacher Evaluation Form and apply to the Individual Area Ratings as well as to the Overall Rating of the teacher.

#### **Superior/Excellent**

Observations reveal performance that is clearly and consistently excellent. Demonstrates a high level of expertise. No major weaknesses have been identified and numerous strengths appear in many areas. Any minor weaknesses may be improved through the Staff Development Program.

#### **Satisfactory**

Observations reveal performance that is generally acceptable and competent. Demonstrates satisfactory levels of expertise. Identified weaknesses may require the implementation of a formal professional growth plan.

#### **Unsatisfactory**

Observations reveal performance that is consistently poor or unacceptable or which contains major weaknesses in numerous areas. Demonstrates low levels of expertise. Formal intervention and a plan for remediation of all major weaknesses

is mandatory, in accordance with Section 50.50 of this Plan.

## APPENDIX C

**TITLE:** Teacher

**QUALIFICATIONS:** The teacher shall be fully certified in his/her assigned teaching area(s).

**JOB GOAL:** To create a flexible program and a class environment favorable to learning and personal growth; to established effective rapport with pupils; to motivate pupils to develop skills, attitudes, and knowledge needed to provide a good foundation for on-going education, in accordance with each pupil's parents and with other staff members.

### TEACHER'S SPECIFIC RESPONSIBILITIES:

1. To provide instruction for the students in the grade level or subject matter area assigned.
2. To direct and evaluate the learning experience of the child.
3. To provide guidance to the child which will promote his/her welfare and his/her proper educational development.
4. To maintain liaison with the parents of the children.
5. To participate in planning the educational program and the evaluation of that program.
6. To encourage the care and protection of the school property and create a positive, academic atmosphere.
7. To strive to maintain and improve professional competence.
8. To attend staff meetings and serve on staff committees as required.
9. To exercise all respect to students and be responsible for controlling a learning environment in the classroom.
10. Certain teaching positions will also include the performance of course-related extra curricular duties. Currently these are:

Band Director-Bands  
Drama Teacher-8th Grade Play

All existing extra curricular duties will remain voluntary for members of the Oak Grove School Staff. The Board may, at its discretion, elect to discontinue any extra curricular duties.

**OAK GROVE SCHOOL DISTRICT #68**  
**TEACHER EVALUATION FORM**

Teacher: \_\_\_\_\_ Date:

Evaluator:

Assignment:

Extra Curricular Duties:

Committee Memberships:

I. Classroom Observations: Instructional Methods - Planning - Classroom Management - Subject Matter Competency

II. Professionalism - Attendance:

III. Personal Attributes:

IV. Special Achievements:

Evaluation for:

V. Summary:

VI. Recommendations:

VII. Overall Rating: Superior/Excellent Satisfactory

(check one)                      Unsatisfactory  
FORMCHECKBOX    FORMCHECKBOX    FORMCHECKBOX

VIII. Teacher's Comments:

I have received and read the contents of this report. The signing of this document does not mean I agree or disagree with the contents contained herein.

Teacher's Signature

Administrator's Signature

*date*

*date*

## **APPENDIX D**

### **INSURANCE COVERAGE HIGHLIGHTS 2007-2008**

### **INSURANCE COVERAGE HIGHLIGHTS**

2008-2009

**INSURANCE COVERAGE HIGHLIGHTS  
2009-2010**

**INSURANCE COVERAGE HIGHLIGHTS  
2010-2011**

**APPENDIX E**

**Sick Leave Bank Enrollment Form**

Name \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ **Yes**, I choose to participate in the Sick Leave Bank and would like to donate one sick day to the Sick Leave Bank.

\_\_\_\_\_ **No**, I choose not to participate in the Sick Leave Bank and **do not** wish to donate at this time. I also understand that I will not be able to participate in the Sick Leave Bank until the next Open Enrollment (see 12.2.a) or unless I have a change in family status (see 12.2.a).

Signature \_\_\_\_\_

**APPENDIX F**

**Request to Use Sick Leave Bank Days Form**

Name \_\_\_\_\_

Date \_\_\_\_\_

Please make sure that all of the criteria below apply to your situation:

I have donated to the current Sick Leave Bank.

I will use all of my own Sick and Personal Days.

I have a written explanation from a physician (that is not related to me) that verifies that I, or an immediate member of my family, have a long-term or life-threatening illness or injury.

How many sick days do you believe you'll need to withdraw from the Sick Leave Bank before returning to work? \_\_\_\_\_

Please return this form along with the physician's note to the Business Manager.

Signature \_\_\_\_\_

*Oak Grove School District #68 and Oak Grove Education Association, IEA-NEA  
2007 – 2011 Collective Bargaining Agreement*

Longevity shall be defined as certified staff paid outside of the salary schedule. Those who are outside of the salary schedule are guaranteed a minimum 2% raise.

Raises for those who are one (1) year through four (4) years (Longevity) outside of the schedule shall be based upon the highest monetary value for each Step within the following Lanes:

- A) BA = J; BA + 12 = M; BA + 24 through MA + 36 = R
- B) Thereafter, those who are five (5) years through ten (10) years outside of the salary schedule shall be paid an additional 3% based upon the foundation established above in (A).
- C) Thereafter, those who are eleven (11) years through fifteen (15) years outside of the salary schedule shall be paid an additional 4% based upon the foundation established above in (A).

**Activity**

**FY2011 \$**

**Academic**

Play (program)	Year	268.32
Drama Club	Year	1,446.80
Cross Country	Year	2,012.14
Asst. Cross Country	Year	928.80
Golf	Year	879.28
Track (Grades 6-8)	Year	2,287.78
Track Assistant	Year	1,601.44
Extended Field Trip	Day	103.20

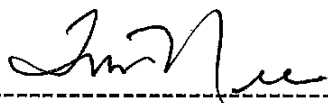
**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE OAK GROVE EDUCATION ASSOCIATION  
AND  
THE BOARD OF EDUCATION  
OF  
OAK GROVE SCHOOL DISTRICT 68**

The Board of Education and the Association agree that, due to an unusual circumstance, specialized internal substitution services are needed for a short period this school year. Very specific skills are needed to substitute in gifted level classes. Consequently, in this situation only, the Board and the Association agree that compensation rate in Section 12.7 Internal Substitution will not apply and that a higher rate of \$45 per period will apply. The teachers performing these services are:

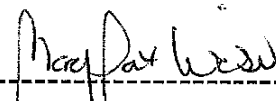
Ann Coughlin – 6<sup>th</sup> FPS,  
Jean Cunningham – 7<sup>th</sup> LA, and  
John Mehnert and Jina Rapport sharing one period – 8<sup>th</sup> Media.

The compensation rate in Section 12.7 will continue to apply in all other situations.

The parties agree that this action does not violate the 2007-2011 Collective Bargaining Agreement and is non-precedential.



-----  
Tim Nee  
OGEA President



-----  
Mary Pat Wisner  
Oak Grove School Board President



-----  
Barbara Walters  
Oak Grove School Board Secretary

Date: \_\_\_\_\_

10/27/08

Date: \_\_\_\_\_

11/17/08

(b) Twenty Year Service Retirement Program

- i. Any certified staff member with at least twenty (20) years continuous service is entitled to contract articles 12.4 (a) i and ii.
- ii. The board shall reimburse and/or pay one hundred percent (100%) of the teacher's optional TRS 2.2 buy-back costs. All post retirement payouts will occur after July 1<sup>st</sup> and before July 31<sup>st</sup> after the last year of employment. This benefit is for teachers who are not retiring under AERO.
- iii. The Board shall pay a post retirement lump sum of \$3,000 to be paid after July 1<sup>st</sup> and before July 31<sup>st</sup> after the last year of employment. ~~The employee shall have the option of selecting either a payment in cash or an employer contribution to an existing 403(b)(7).~~ This benefit is for teachers who are not retiring under AERO.

12.4.1 For the purpose of this article if a teacher has provided notice of the intent to retire and is to receive a 5% retirement incentive the teacher shall continue to perform the same paid assignments that resulted in the total previous year's creditable earnings upon which the retirement incentive is based. If the teacher voluntarily declines to perform any of the previous year's paid assignments or is removed for cause, the teacher's compensations shall be reduced accordingly.

12.4.2 TRS 6% Rule

No teacher who has given notice of retirement as defined in Article 12.4 shall receive a retirement incentive greater than 6% that will result in an additional payment, contribution, and/or penalty to TRS by the Board. The limit shall be applied to any TRS creditable earnings including but not limited to step increases, lane increases, extra-curricular pay and stipends.

**Memorandum of Agreement**

Based on changes in federal law regarding deferred compensation sections 12.4 (a) iv and 12.4 (b) iii needed to be changed so as not to violate said law.

Maefax Wesa 9-24-07      Melvin VanAlstine 9/21/07  
Board President      Dated      OGEA President      Dated

Barbara C. Walters 9/24/07      Patricia Rancine 9/21/07  
Board Secretary      Dated      OGEA Secretary      Dated

## Memorandum of Agreement

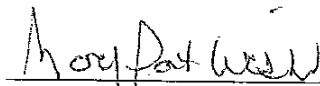
Ms. Jann Coroneos has submitted her letter of retirement, which was accepted by the Board of Education August 20, 2007. The Board will allow Ms. Coroneos to wave Article 12.4 (a) i (Retirement Incentive of 5%) for the 2007-08 school year since this provision would effectively cause her salary to be less than if she had delayed submitting her letter until 2008-09.

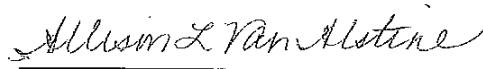
All other provisions of her retirement will remain the same.


The OGEA agrees that this agreement will not be precedent setting for any other member of the OGEA.


**For the Board of Education**

**For the Oak Grove Education Association  
IEA-OGEA**

  
Board President

  
Association President

  
Secretary

  
Secretary

This 19<sup>th</sup> day of November 2007

This 20 day of November 2007

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The HMOs of Blue Cross and Blue Shield of Illinois  
HMO Illinois and BlueAdvantage HMO

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300 East Randolph, Chicago, IL 60601 • Member Services: (800) 892-2803 • [www.bcbsil.com](http://www.bcbsil.com)

# 2010 Description of Coverage

Group Name    Group/Section Number  
Effective Date

The Managed Care Reform and Patient Rights Act of 1999 established rights for enrollees in health care plans. These rights cover the following:

- What emergency room visits will be paid for by your health care plan.
- How specialists (both in and out of network) can be accessed.
- How to file complaints and appeal health care plan decisions, including external independent reviews.
- How to obtain information about your health care plan, including general information about its financial arrangements with providers.

You are encouraged to review and familiarize yourself with these subjects and the other benefit information in the attached Description of Coverage Worksheet. **SINCE THE DESCRIPTION OF COVERAGE IS NOT A LEGAL DOCUMENT**, for full benefit information please refer to your contract or certificate, or contact your health care plan at **(800) 892-2803**. In the event of any inconsistency between your Description of Coverage and contract or certificate, the terms of the contract or certificate will control.

For general assistance or information, please contact the Illinois Department of Financial and Professional Regulation – Division of Insurance, Office of Consumer Health Insurance at **(877) 527-9431** or in writing to either of the following addresses:

**320 West Washington Street  
Springfield, IL 62767-0001**

**100 West Randolph Street, Suite 15-100  
Chicago, IL 60601-3251**

You may also contact the department online at <http://www.idfpr.com>.

(Please be aware that the Office of Consumer Health Insurance will not be able to provide specific plan information. For this type of information you should contact your health care plan directly.)

20089.0110



**BlueCross BlueShield  
of Illinois**

Basics		Description of Coverage
<b>Your Doctor</b>		Choose a medical group and primary care physician (PCP) for each member of your family from our directory or Web site. Each female member may select a Woman's Principal Health Care Provider (WPHCP) in addition to her PCP. A member's PCP and WPHCP must have a referral arrangement with each other. <b>All care must be provided or coordinated by your PCP, WPHCP or medical group/Independent Practice Association (IPA).</b>
<b>Annual Deductible</b>		none
<b>Out-of-Pocket Maximum</b> (excludes drugs, vision, durable medical equipment and prosthetics)	Individual	\$1500/calendar year
	Family	\$3000/calendar year
<b>Lifetime Maximums</b>		none
<b>Pre-existing Condition Limitations</b>		none

In the Hospital	Description of Coverage	Health Care Plan Covers	You Pay
<b>Number of Days of Inpatient Care</b>	unlimited days	n/a	n/a
<b>Room &amp; Board</b>	private or semi-private room	100%*	\$0 copay/admission
<b>Surgeon's Fees</b>	covered	100%*	\$0
<b>Doctor's Visits</b>	covered	100%*	\$0
<b>Medications</b>	covered	100%*	\$0
<b>Other Miscellaneous Charges</b>	see exclusions	100%*	\$0
<b>Emergency Care</b>			
<b>Emergency Services</b> (medical conditions with acute symptoms of sufficient severity such that a prudent layperson could reasonably expect the absence of medical attention to result in serious jeopardy of the person's health, serious impairment to bodily functions or serious dysfunction to any bodily organ or part)	covered services performed in a hospital emergency room in or out of area. Copay, if any, waived if admitted.	100%	\$150
<b>Emergency Post-stabilization Services</b> covered if approved by PCP	primary care physician	100%*	\$10
	specialist	100%*	\$30

\* HMO pays 100 percent of covered charges after member's copayment, if any, is paid.

<b>In the Doctor's Office</b>		<b>Description of Coverage</b>	<b>Health Care Plan Covers</b>	<b>You Pay</b>
<b>Doctor's Office Visit</b> (copayment covers the visit and all covered services provided)		primary care physician	100%*	\$10
		specialist	100%*	\$30
<b>Routine Physical Exams</b>		covered	100%*	\$10
<b>Diagnostic Tests and X-rays</b>		covered	100%*	\$0
<b>Immunizations</b>		covered	100%*	\$0
<b>Allergy Treatment &amp; Testing</b>		covered	100%*	\$0
<b>Wellness Care</b>		covered	100%*	\$10
<b>Medical Services</b>				
<b>Outpatient Surgery</b>		hospital facility	100%*	\$0
		physician(s)	100%*	\$0
<b>Maternity Care</b>	Hospital Care	unlimited days	100%*	\$0 copay/ admission
	Physician Care	copay, if any, for 1 <sup>st</sup> visit only	100%*	\$10
<b>Infertility Services</b>		based on your group policy	100%* if covered	\$30
<b>Non-Serious Mental Health</b>	Outpatient	Unlimited Visits	100%*	\$30
	Inpatient	Unlimited Days	100%*	\$0 copay/ admission
<b>Substance Abuse/ Chemical Dependency</b>	Outpatient	Unlimited Visits	100%*	\$30
	Inpatient	Unlimited Days	100%*	\$0 copay/ admission
<b>Serious Mental Health</b>	Outpatient	Unlimited Visits	100%*	\$30
	Inpatient	Unlimited Days	100%*	\$0 copay/ admission
<b>Outpatient Rehabilitation Services</b> (includes, but is not limited to, physical, occupational or speech therapy)		60 visits combined/CY	100%*	\$0
<b>Outpatient Speech Therapy</b> (for Pervasive Developmental Disorder only)		20 visits/CY	100%*	\$0

\* HMO pays 100 percent of covered charges after member's copayment, if any, is paid.

Other Services		Description of Coverage	Health Care Plan Covers	You Pay
<b>Durable Medical Equipment</b>		covered	100%*	\$0
<b>Prosthetic Devices</b>		covered	100%*	\$0
<b>Ambulance Service</b>		covered	100%*	\$0
<b>Hospice</b>		covered	100%*	\$0
<b>Coordinated Home Care</b> (excludes custodial care)		covered	100%*	\$0
<b>Prescription Drug –</b> up to 34 day supply per script	Generic	based on your group policy	100%*	10
	Formulary Brand	based on your group policy	100%*	20
	Non-formulary Brand	based on your group policy	100%*	35
	Self-injectable	based on your group policy	100%*	50
<b>Prescription Drug –</b> □ up to 90 day supply per script □ visit <a href="http://www.bcbsil.com">www.bcbsil.com</a> or call Member Services for information on the 90 day pharmacy network	Generic	based on your group policy	100%*	20
	Formulary Brand	based on your group policy	100%*	40
	Non-formulary Brand	based on your group policy	100%*	70
	Self-injectable	based on your group policy	100%*	50
<b>Dental Services</b>		see limitations, pages 6-7	100%*	\$30
<b>Vision Care</b>	Exams	one every 12 months	100%*	\$10
	Eyewear	based on your group policy	0%	remainder after discount

\*HMO pays 100 percent of covered charges after member's copayment, if any, is paid.

## Service Area

The HMO Illinois and BlueAdvantage HMO service areas include the Illinois counties of Boone, Christian, Cook, DeKalb, DuPage, Fulton, Greene, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, LaSalle, Lee, Livingston, Logan, Macoupin, Mason, McHenry, Menard, Monroe, Morgan, Ogle, Peoria, Sangamon, Stark, St. Clair, Stephenson, Tazewell, Whiteside, Williamson, Will, Winnebago and Lake county in Indiana. The HMO Illinois service area also includes Kenosha county in Wisconsin. *Please note: Some employer groups may have different service areas (see your employer for details) and the service area is subject to change.*

## Exclusions and Limitations

*To receive benefits, all care must be provided or coordinated by the member's Primary Care Physician (PCP) or Woman's Principal Health Care Provider (WPHCP) or medical group/Independent Practice Association (IPA), except substance abuse/chemical dependency, vision care and hospital emergency care benefits, which are available at contracting providers without a PCP referral.*

Below is a summary list of exclusions and limitations. Your plan may have specific exclusions and limitations not included on this list – check *Your Health Care Benefit Program Certificate*.

### Exclusions

1. Services or supplies that are not specifically listed in *Your Health Care Benefit Program Certificate*.
2. Services or supplies that were not ordered by your primary care physician or Woman's Principal Health Care Provider, except as explained in the *Certificate*.
3. Services or supplies received before your coverage began or after the date your coverage ended.
4. Services or supplies for which benefits have been paid under any Workers' Compensation Law or other similar laws.
5. Services or supplies that are furnished to you by the local, state or federal government and services or supplies to the extent payments or benefits for such services are provided by or available from the local, state or federal government (for example, Medicare) whether or not those payments or benefits are received; except, however, this exclusion shall not be applicable to medical assistance benefits under Article V, VI or VII of the Illinois Public Aid Code or similar legislation of any state, benefits provided in compliance with the Tax Equity and Fiscal Responsibility Act or as otherwise provided by law.
6. Services or supplies rendered to you as the result of an injury caused by another person to the extent that you have collected damages for such injury and that the Plan has provided benefits for the services or supplies rendered in connection with such injury.
7. Services or supplies that do not meet accepted standards of medical or dental practice including, but not limited to, services which are investigational in nature.
8. Custodial care services.
9. Long Term Care services.
10. Respite Care Services, except as specifically mentioned under Hospice Care Benefits.
11. Services or supplies rendered because of behavioral, social maladjustment, lack of discipline or other antisocial actions, which are not specifically the result of mental illness.
12. Special education therapy, such as music therapy or recreational therapy.
13. Cosmetic surgery and related services and supplies unless correcting congenital deformities or conditions resulting from accidental injuries, tumors or disease.
14. Services or supplies received from a dental or medical department or clinic maintained by an employer, labor union or other similar person or group.
15. Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this or similar coverage.
16. Charges for failure to keep a scheduled visit or for completion of a claim form or charges for transferring medical records.

17. Personal hygiene, comfort or convenience items commonly used for purposes that are not medical in nature, such as air conditioners, humidifiers, physical fitness equipment, televisions or telephones.
18. Special braces, splints, specialized equipment, appliances, ambulatory apparatus or battery controlled implants.
19. Prosthetic devices, special appliances or surgical implants unrelated to the treatment of disease or injury, for cosmetic purposes or for the comfort of the patient.
20. Nutritional items such as infant formula, weight-loss supplements, over-the-counter food substitutes and non-prescription vitamins and herbal supplements.
21. Blood derivatives which are not classified as drugs in the official formularies.
22. Marriage counseling.
23. Hypnotism.
24. Inpatient and Outpatient Private-Duty Nursing Service.
25. Routine foot care, except for persons diagnosed with diabetes.
26. Maintenance occupational therapy, maintenance physical therapy, and maintenance speech therapy.
27. Maintenance care.
28. Self-management training, education and medical nutrition therapy.
29. Services or supplies which are rendered for the care, treatment, filling, removal, replacement or artificial restoration of the teeth or structures directly supporting the teeth.
30. Treatment of temporomandibular joint syndrome with intraoral prosthetic devices or any other method which alters vertical dimension or treatment of temporomandibular joint dysfunction not caused by documented organic joint disease or physical trauma.
31. Services or supplies rendered for human organ or tissue transplants, except as stated in the *Certificate*.
32. Hearing aids, except as stated in the *Certificate*.
33. Wigs (also referred to as cranial protheses).

## Limitations

In addition to the exclusions noted, the following limitations apply:

1. Benefits for oral surgery are limited to:
  - surgical removal of completely bony impacted teeth,
  - excision of tumors or cysts from the jaws, cheeks, lips, tongue, roof or floor of the mouth,
  - surgical procedures to correct accidental injuries of the jaws, cheeks, lips, tongue, roof or floor of the mouth,
  - excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses),
  - treatment of fractures of the facial bone,
  - external incision and drainage of cellulitis,
  - incision of accessory sinuses, salivary glands or ducts, and
  - reduction of, dislocation of or excision of the temporomandibular joints.
2. Benefits for treatment of dental injury due to accident are limited to treatment of sound natural teeth.
3. Benefits for outpatient rehabilitative therapy are limited to therapy which is expected to result in significant improvement within two months in the condition for which it is rendered.
4. Family planning benefits are not available for repeating or reversing sterilization.
5. Benefits for elective abortion are limited to two per lifetime and are not covered under all benefit plans.
6. Benefits for infertility, when covered, will not be provided for the following:
  - Reversal of voluntary sterilization. However, in the event a voluntary sterilization is successfully reversed, benefits will be provided if your diagnosis meets the definition of “infertility”,
  - Services or supplies rendered to a surrogate, except those costs for procedures to obtain eggs, sperm or

- embryos from you, will be covered if you choose to use a surrogate,
- selected termination of an embryo in cases where the mother's life is not in danger,
  - cryo-preservation or storage of sperm, eggs or embryos, except for those procedures which use a cryo-preserved substance
  - non-medical costs of an egg or sperm donor,
  - travel costs for travel within 100 miles of the covered person's home or which is not medically necessary or which is not required by the plan,
  - infertility treatments which are determined to be investigational, in writing, by the American Society for Reproductive Medicine or American College of Obstetrics and Gynecology, and
  - Infertility treatment rendered to your dependents under the age of 18.
7. Benefits for ambulance service are limited to certified ground ambulance, except for human organ transplants.
  8. Human organ transplants must be performed at a plan-approved center for human organ transplants and benefits do not include organ transplants and/or services or supplies rendered in connection with an organ transplant which are investigational as determined by the appropriate technological body; drugs which are investigational; storage fees; services provided to any individual who is not the recipient or actual donor, unless otherwise specified in this provision; cardiac rehabilitation services when not provided to the transplant recipient immediately following discharge from a hospital for transplant surgery; or travel time or related expenses incurred by a provider.
  9. Hospice benefits are only available for persons having a life expectancy of one year or less.
  10. Prescription drug benefits, when covered, do not include drugs used for cosmetic purposes; any devices or appliances; any charges incurred for administration of drugs; or refills if the prescription is more than one year old.
  11. Vision exams are limited to one per 12 month period. Vision coverage does not include benefits for:
    - recreational sunglasses
    - orthoptics, vision training, subnormal vision aids, aniseikonic lenses or tonography
    - additional charges for tinted, photo-sensitive or anti-reflective lenses beyond the benefit allowance for regular lenses
    - replacement of lenses, frames or contact lenses, which are lost or broken unless such lenses, frames or contact lenses would otherwise be covered according to the benefit period limitations
  12. Durable Medical Equipment rental is covered up to the price of purchase.
  13. Mental health and chemical dependency treatment benefits may be limited – see your *Certificate*.
  14. Rehabilitation therapy benefits may be limited – see your *Certificate*.
  15. Maternity inpatient hospital benefits are limited to 48 hours after birth for vaginal deliveries and 96 hours after birth for cesarean deliveries, unless a longer stay is medically necessary.

### **Pre-certification and Utilization Review**

All benefits are provided or coordinated by your PCP or WPHCP. Therefore, certification by the member is not required. Utilization review is conducted by your medical group/IPA, not by the HMO. To ensure fair and consistent decisions regarding medical care, the HMOs of Blue Cross and Blue Shield of Illinois require medical groups/IPAs to use nationally recognized utilization review criteria.

## Primary Care Physician (PCP) Selection

Each member must join a contracting medical group/IPA and select a PCP affiliated with that medical group/IPA to provide and coordinate care. Each female member may also choose an OB/GYN to be her Woman's Principal Health Care Provider (WPHCP). A member's PCP and WPHCP must have a referral arrangement with each other. A member has access to her WPHCP as often as needed without a PCP referral. Members may change PCPs/WPHCPs – refer to the Member Handbook or *Certificate* for instructions and exceptions. Listings of contracting providers are available in the printed HMO directory or online at [www.bcbsil.com](http://www.bcbsil.com).

## Access to Specialty Care

If clinically appropriate, your PCP or WPHCP will refer you to a specialist, usually within the same medical group as your PCP. If the member's preferred network specialist does not have a referral arrangement with your PCP/WPHCP, you may choose a new PCP/WPHCP with whom the specialist has such an arrangement. You can ask your PCP for a standing referral for conditions that require ongoing care from a specialist physician. Standing referrals may be made for a specified number of visits or a time period up to one year. Specialist copays may differ, depending on plan design.

## Out-of-Area Coverage

When you are out of state, urgent care and hospital emergency room services are available through a network of contracting Blue Cross and Blue Shield providers. When you are out of state for a minimum of 90 consecutive days, guest membership may be arranged in participating communities throughout the U.S. with the Guest Membership Coordinator.

## Financial Responsibility

You are responsible for copayments at time of service, as shown in the Description of Coverage. You are also responsible for payment for care not provided or coordinated by your PCP or WPHCP, except where otherwise noted. You should contact your employer's benefit administrator to confirm the level of your contribution to the premium.

## Continuity of Treatment (Transition of Care)

If a physician you are currently obtaining services from leaves the HMO network, you have the right to request transition of care benefits. To qualify for transition of care services, you must currently be undergoing a course of evaluation and/or medical treatment or be in the second or third trimester of pregnancy. The ongoing evaluation and/or medical treatment concerns a condition or disease that requires repeated health care services under a physician's treatment plan, with the potential for changes in a therapeutic regimen.

Transitional services may be authorized for up to 90 days from the date the physician terminated from the network. Authorization of services depends on the physician's agreement to comply with contractual requirements and submit a detailed treatment plan, including reimbursement from the HMO at specified rates and adherence to the HMO's quality assurance requirements, policies and procedures. All care must be transitioned to your new HMO PCP in the medical group/IPA after the transition period has ended. Coverage will be provided only for benefits outlined in your *Certificate*.

**Existing members:** Submit a written Transition of Care request *within 30 days* of receiving notice of the termination of the physician or medical group/IPA.

**New members:** Submit a written Transition of Care request *within 15 days* after your eligibility effective date. When submitting the transition of care form prior to your effective date, please include a copy of the signed application and/or confirmation of enrollment with the HMO.

### Submit the request to:

Blue Cross and Blue Shield of Illinois  
Customer Assistance Unit, Transition of Care  
300 East Randolph Street, 23rd Floor  
Chicago, IL 60601

Include the following information:

- Policyholder's name and work/home phone numbers
- Group and ID numbers

- Chosen medical group site
- Chosen PCP name, address and phone/fax numbers
- Current treating physician
- Clinical diagnosis
- Presenting clinical condition (if applicable)
- Reason for transition of care request
- Expected effective date with the HMO or new medical group/IPA (if applicable)

You will be notified within 15 business days of the outcome of your Transition of Care request.

## **Appeals Process**

You can file an appeal by writing to the HMO or calling Member Services.

### **Non-urgent Clinical Appeal**

After the appeal is received, the HMO Level II Appeal Committee will request any additional information needed to evaluate your appeal and make a decision about your appeal within 15 days after receiving the required information.

You will be informed in advance that you, or someone representing you, have the right to appear before the Committee either in person, via conference call or some other method. You will also receive a verbal notification of the HMO's decision. A written notification will be sent within five business days of the appeal determination. Your representative (if any), your PCP and any other health care provider involved in the matter will receive the same verbal and written notices.

### **Urgent Clinical Appeal**

After the appeal is received, the HMO Level II Appeal Committee will request any additional information needed to evaluate your appeal and make a decision about your appeal and notify you by phone within 24 hours – or no later than three calendar days – of the initial receipt of the clinical appeal request. You will be informed in advance that you, or someone representing you, have the right to appear before the Committee either in person, via conference call or some other method. You will also receive a verbal notification of the HMO's decision. A written notification will be sent within two business days of the appeal determination. Your representative (if any), your

PCP and any other health care provider involved in the matter will receive the same verbal and written notices.

### **Non-clinical Appeal**

A non-clinical appeal concerns an adverse decision of an inquiry, complaint or action by the HMO, its employees or its independent contractors that has not been resolved to your satisfaction. A non-clinical appeal relates to administrative health care services that include (but are not limited to) membership, access, claim payment, denial of benefits, out-of-area benefits and coordination of benefits with another health carrier.

To begin a Level I appeal, notify Member Services by telephone or in writing that you want to pursue a non-clinical appeal. The HMO will send you a written confirmation within five business days of receiving your request. If your appeal can be resolved with existing information, the HMO will inform you of its decision within 30 business days.

If additional information is needed from either you or your medical group/IPA, the HMO will request that it be provided within five business days. The appeal decision will be made within 30 business days. When the decision cannot be made within 30 business days, due to circumstances beyond the HMO's control, the HMO will inform you in writing of the delay. A decision will be made on or before the 45th business day of receiving the appeal.

If the appeal is denied, you will be notified that your case is being referred to a Level II review. You or a representative has the right to appear in person, via conference call or some other method. After receiving your Level II appeal, the HMO will notify you in writing at least five business days before the Level II Appeals Committee meets. You will receive the Committee's decision in writing within five business days of the meeting and within 30 business days of beginning the Level II appeal process.

ANY ENROLLEE NOT SATISFIED WITH THE PLAN'S RESOLUTION OF ANY CLINICAL APPEAL, APPEAL OR COMPLAINT MAY APPEAL THE FINAL PLAN DECISION TO THE DIVISION OF INSURANCE, CONSUMER SERVICES SECTION, THROUGH ONE OF THE FOLLOWING LOCATIONS:

- **100 West Randolph Street, Suite 15-100  
Chicago, IL 60601-3251**
- **320 West Washington Street,  
Springfield, IL 62767-0001**

You may also contact the Division of Insurance by phone or online at:

- **(877) 527-9431**
- **<http://www.idfpr.com>.**

**IMPORTANT:** External review determinations might not be appealable through the Division of Insurance.

Members have the right to request information on, the financial relationships between the HMO and any health care provider; the percentage of copayments, deductibles and total premiums spent on health care; and HMO administrative expenses.

**For any additional information concerning this Description of Coverage, call the HMO's toll-free number at (800) 892-2803.**

To receive a Description of Coverage specific to your benefits, call **(800) 892-2803** or return the enclosed pre-paid card.

**In the event of any inconsistency between your Description of Coverage and contract or certificate, the terms of the contract or *Certificate* shall control.**

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

# BluePrint PPO 80/60

\$1,500/\$3,000 DEDUCTIBLE - \$1,000 OPX - \$20 COPAY

**BPP93322, BPP93323, BPP93324, BPP93326**



BlueCross BlueShield  
of Illinois

## BENEFIT HIGHLIGHTS

**PPO Network**

*This provides only highlights of the benefit plans(s). After enrollment, members will receive a Certificate that more fully describes the terms of coverage.*

### Program Basics

**PPO**  
(In-Network)

**Non-PPO**  
(Out-of-Network)

#### Lifetime Benefit Maximum

Per individual

\$5,000,000

#### Individual Deductible

Program deductible does **not** apply to services that have a copayment.

\$1,500

\$3,000

#### Family Deductible

The family deductible maximum is equal to three individual deductibles.

3x individual

#### Individual Out-of-Pocket Expense (OPX) Limit

The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year. The following items will not be applied to the out-of-pocket expense limit:

\$1,000

\$2,000

- **Deductibles**
- **Copayments**
- **Reductions in benefits** due to non-compliance with utilization management program requirements
- **Charges that exceed the eligible charge** or the Schedule of Maximum Allowances (SMA)
- **Services that are asterisked below (\*)**

#### Family Out-of-Pocket Expense (OPX) Limit

\$3,000

\$6,000

#### Prescription Drug Card (Retail and Mail Service)

Please refer to the *Three Tier Formulary Prescription Drug Card Benefit Highlight Sheet* for the covered benefits.

### Physician Services

#### Physician Office Visits

One copayment per day when you receive services from a Family Practice, Internal Medicine, OB/GYN, or Pediatrician. Surgeries, therapies and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance, including mental health and substance abuse services.

\$20 copay,  
then 100%

60% after deductible

One copayment per day when you receive services from a specialist. Surgeries, therapies and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance, including mental health and substance abuse services.

\$40 copay,  
then 100%

60% after deductible

#### Well Adult Care (age 16 and over)

Includes benefits for routine physical examinations, immunizations and routine diagnostic tests.

- Limited to one physical exam plus one gynecological exam per calendar year.

\$20 copay,  
then 100%

60% after deductible  
\$500 maximum per  
calendar year

#### Well Child Care (to age 16)

Coverage for physical exams, immunizations and routine diagnostic tests.

\$20 copay,  
then 100%

60% after deductible,  
\$500 maximum per  
calendar year

#### Maternity Services

Copayment applies to first prenatal visit (per pregnancy). All other maternity physician covered services are paid the same as Medical / Surgical Services.

\$20 copay,  
then 100%

60% after deductible

#### Medical / Surgical Services

Coverage for surgical procedures, inpatient visits therapies, allergy injections or treatments, and certain diagnostic procedures as well as other physician services.

80% after deductible

60% after deductible

### Hospital Services

#### Hospital Admission Deductible

Per admission, per individual

\$0

\$300

#### Inpatient Hospital Services

Coverage includes services received in a hospital, skilled nursing facility, coordinated home care and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.

80% after deductible

60% after deductible

#### Outpatient Hospital Services

Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, x-ray, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center, including mental health and substance abuse services. Routine mammograms performed in an in-network outpatient hospital setting are payable at 100%, no deductible will apply.

80% after deductible

60% after deductible

#### Outpatient Emergency Care (Accident or Illness)

The copayment applies to both in- and out-of-network emergency room visits. The copayment is waived if the member is admitted to the hospital.

\$150 copay,  
then 100%

20286.0110



**BENEFIT HIGHLIGHTS**

**Additional Services**

**PPO Network**

**PPO (In-Network)**

**Non-PPO (Out-of-Network)**

**Muscle Manipulation Services\***

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits.

- \$1,000 maximum per calendar year.

80% after deductible

60% after deductible

**Therapy Services – Speech, Occupational and Physical\***

Coverage for services provided by a physician or therapist.

- \$5,000 maximum per therapy per calendar year

80% after deductible

60% after deductible

**Temporomandibular Joint (TMJ) Dysfunction and Related Disorders\***

- \$2,500 lifetime maximum

80% after deductible

60% after deductible

**Other Covered Services**

- Private duty nursing\* - \$3,000 maximum per month
- Naprapathic services\* - \$1,000 maximum per calendar year
- Blood and blood components
- Ambulance services
- Medical supplies

See paragraph below regarding Schedule of Maximum Allowances (SMA).

80% after deductible

\* Does not apply to any out-of-pocket limits

**Durable Medical Equipment (DME)** is a covered benefit. Please refer to Certificate for details.

**Optometrists, Orthotic, Prosthetic, Pedorthists, Registered Surgical Assistants, Registered Nurse First Assistants and Registered Surgical Technologists** are covered providers. Please refer to Certificate for details.

**Discounts on Eye Exams, Prescription Lenses and Eyewear**

Members can present their ID cards to receive discounts on eye exams, prescription lenses and eyewear. To locate participating vision providers, log into Blue Access® for Members (BAM) at [www.bcbsil.com/member](http://www.bcbsil.com/member) and click on the **BlueExtras Discount Program** link.

**Blue Care Connection (BCC)**

When members receive covered inpatient hospital services, coordinated home care, skilled nursing facility or private duty nursing from a participating provider in the state of Illinois, the provider will be responsible for contacting the BCC pre-notification line. When using non-participating Illinois providers and out-of-state providers, members are required to contact the BCC pre-notification line **1 business day prior** to any elective inpatient admission or within **2 business days after** an emergency or maternity admission. Failure to pre-notify with the BCC when required will result in benefits being reduced by \$1,000.

**Schedule of Maximum Allowances (SMA)**

The Schedule of Maximum Allowances (SMA) is not the same as a Usual and Customary fee (U&C). Blue Cross and Blue Shield of Illinois' SMA is the maximum allowable charge for professional services, including but not limited to those listed under Medical/Surgical and Other Covered Services above. The SMA is the amount that professional PPO providers have agreed to accept as payment in full. Providers who do not participate in the PPO network are not obligated to accept the SMA as payment in full and may bill for the balance of their actual charge above and beyond the SMA. When members use PPO providers, they avoid any balance billing other than applicable deductible, coinsurance and/or copayment.

**To Locate a Participating Provider:** Visit our Web site at [www.bcbsil.com/providers](http://www.bcbsil.com/providers) and use our Provider Finder® tool.

In addition, benefits for covered individuals who live outside Illinois will meet all extraterritorial requirements of those states, if any, according to the group's funding arrangements.



**BENEFIT HIGHLIGHTS**

**PPO Network**

*This provides only highlights of the benefit plans(s). After enrollment, members will receive a Certificate that more fully describes the terms of coverage.*

**Program Basics**

**PPO  
(In-Network)**

**Non-PPO  
(Out-of-Network)**

<b>Lifetime Benefit Maximum</b> Per individual	\$5,000,000	
<b>Individual Coverage Deductible*</b>	\$1,500	\$3,000
<b>Family Coverage Deductible*</b> Entire deductible must be met.	\$3,000	\$6,000
<b>Individual Coverage Out-of-Pocket Expense (OPX) Limit</b> The maximum amount of money that any individual will have to pay toward covered health care expenses during any one calendar year, including the program deductible. The following items will <b>not</b> be applied to the out-of-pocket expense limit: <ul style="list-style-type: none"> <li>• <b>Reductions in benefits</b> due to non-compliance with utilization management program requirements</li> <li>• <b>Charges that exceed the eligible charge</b> or the Schedule of Maximum Allowances (SMA)</li> </ul>	\$3,000	\$6,000
<b>Family Coverage Out-of-Pocket Expense (OPX) Limit</b> The family OPX limit includes the family deductible amount. Please refer to Certificate for details on how the family OPX limit works.	\$6,000	\$12,000
<b>Outpatient Prescription Drugs</b> Covered under Other Covered Services below. Please refer to the <i>Outpatient Prescription Drug Benefit Highlights</i> sheet for detailed information.	80% after deductible	

**Physician Services**

<b>Well Adult Care (age 16 and over)</b> Includes benefits for routine physical examinations, immunizations and routine diagnostic tests. <ul style="list-style-type: none"> <li>• Limited to one physical exam plus one gynecological exam per calendar year.</li> </ul>	100%	60% after deductible \$500 maximum per calendar year
<b>Well Child Care (to age 16)</b> Coverage for physical exams, immunizations and routine diagnostic tests.	100%	60% after deductible, \$500 maximum per calendar year
<b>Maternity Services</b>	80% after deductible	60% after deductible
<b>Medical / Surgical Services</b>	80% after deductible	60% after deductible

**Hospital Services**

<b>Hospital Admission Deductible</b> Per admission, per individual	\$0	\$300
<b>Inpatient Hospital Services</b> Coverage includes pre-admission testing and services received in a hospital, skilled nursing facility, coordinated home care and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.	80% after deductible	60% after deductible
<b>Outpatient Hospital Services</b> Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, diagnostic x-rays, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center, including mental health and substance abuse services. For routine services such as mammograms, lab tests and x-rays performed in an outpatient hospital setting, see Well Care benefits.	80% after deductible	60% after deductible
<b>Outpatient Emergency Care (Accident or Illness)*</b> Coverage includes services received in a hospital, skilled nursing facility, coordinated home care and hospice. Room allowances based on the hospital's most common semi-private room rates.	90% after deductible	

# BlueEdge HSA 80/60

\$1,500/\$3,000 DEDUCTIBLE - \$3,000 OPX

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BlueCross BlueShield of Illinois

## BENEFIT HIGHLIGHTS

### PPO Network

### Additional Services

#### Muscle Manipulation Services

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits.

- \$1,000 maximum per calendar year.

80% after deductible

60% after deductible

#### Therapy Services – Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

- \$5,000 maximum per therapy per calendar year

80% after deductible

60% after deductible

#### Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

- \$2,500 lifetime maximum

80% after deductible

60% after deductible

#### Other Covered Services

- Private duty nursing - \$3,000 maximum per month
- Naprapathic services - \$1,000 maximum per calendar year
- Blood and blood components
- Ambulance services
- Medical supplies

See paragraph below regarding Schedule of Maximum Allowances (SMA).

80% after deductible

Durable Medical Equipment (DME) is a covered benefit. Please refer to Certificate for details.

Optometrists, Orthotic, Prosthetic, Pedorthists, Registered Surgical Assistants, Registered Nurse First Assistants and Registered Surgical Technologists are covered providers. Please refer to Certificate for details.

#### Discounts on Eye Exams, Prescription Lenses and Eyewear

Members can present their ID cards to receive discounts on eye exams, prescription lenses and eyewear. To locate participating vision providers, log into Blue Access® for Members (BAM) at [www.bcbsil.com/member](http://www.bcbsil.com/member) and click on the BlueExtras Discount Program link.

#### Blue Care Connection (BCC)

When members receive covered inpatient hospital services, coordinated home care, skilled nursing facility or private duty nursing from a participating provider in the state of Illinois, the provider will be responsible for contacting the BCC pre-notification line. When using non-participating Illinois providers and out-of-state providers, members are required to contact the BCC pre-notification line **1 business day prior** to any elective inpatient admission or within **2 business days after** an emergency or maternity admission. Failure to pre-notify with the BCC when required will result in benefits being reduced by \$1,000.

#### \*More on Individual Coverage and Family Coverage Deductibles...

- If a member has **individual coverage**, each calendar year he/she must satisfy an **individual coverage deductible** before receiving benefits under this policy. The amount of the individual deductible is indicated above on this benefit highlight sheet. After a member has claims for covered services in a calendar year, which exceed this deductible amount, benefits will begin.
- If a member and his/her dependents have **family coverage**, each calendar year they must satisfy the **family coverage deductible** before receiving benefits under this policy. The amount of the family deductible is indicated above on this benefit highlight sheet. Once a member's claims for covered services in a calendar year exceed this deductible amount, benefits will begin. That is, for the remainder of the calendar year, no other family member will be required to meet the deductible before receiving benefits. No one is eligible for benefits under family coverage until the entire family deductible has been satisfied.
- **Please note:** The deductible amount may be adjusted based on the cost-of-living adjustments determined under the Internal Revenue Code and rounded to the nearest \$50.
- **Also note:** Should the Federal Government adjust the deductible for high deductible plans as defined by the Internal Revenue Service, the deductible amount in the Certificate will be adjusted accordingly.

#### Schedule of Maximum Allowances (SMA)

The Schedule of Maximum Allowances (SMA) is not the same as a Usual and Customary fee (U&C). Blue Cross and Blue Shield of Illinois' SMA is the maximum allowable charge for professional services, including but not limited to those listed under Medical/Surgical and Other Covered Services above. The SMA is the amount that professional PPO providers have agreed to accept as payment in full. Providers who do not participate in the PPO network are not obligated to accept the SMA as payment in full and may bill for the balance of their actual charge above and beyond the SMA. When members use PPO providers, they avoid any balance billing other than applicable deductible, coinsurance and/or copayment.

**To Locate a Participating Provider:** Visit our Web site at [www.bcbsil.com/providers](http://www.bcbsil.com/providers) and use our Provider Finder® tool.

In addition, benefits for covered individuals who live outside Illinois will meet all extraterritorial requirements of those states, if any, according to the group's funding arrangements.

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