

AGREEMENT

**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN
DUPAGE EDUCATION ASSOCIATION,
IEA-NEA**

AND

**BOARD OF CONTROL - SCHOOL ASSOCIATION
FOR SPECIAL EDUCATION IN DUPAGE**

FY 2009 – FY 2013

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ARTICLE I

RECOGNITION, DEFINITIONS AND PROCEDURES

1.1 Recognition

The S.A.S.E.D. (School Association for Special Education DuPage) Board of Control, hereinafter referred to as the "Board," hereby recognizes the School Association for Special Education DuPage Education Association, IEA-NEA, hereinafter referred to as the "Association," as the exclusive and sole negotiation representative for all full-time and part-time certificated employees employed by S.A.S.E.D., (School Association for Special Education DuPage) including teachers, school nurses, speech language pathologists, certificated school counselors, certificated psychologists, certificated social workers, and certificated Behavior Management Specialists.

1.2 Definitions

The term "Employee" when used hereinafter in this Agreement, shall refer to all those represented by the Association in the negotiating unit as determined above.

Unless otherwise noted, the term "Teacher" when used hereinafter in this Agreement, shall refer specifically to the certificated teachers, school nurses, speech language pathologists, and school counselors represented by the Association in the negotiating unit.

1.3 Negotiation Procedures

- A. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association and further agrees that it will not negotiate with any other employees' organization or any employee individually on matters covered by this Agreement.

The Board and Association agree that they will confer upon their respective representatives the necessary power and authority to make proposals, counter-proposals, and tentative agreements. When tentative agreement is reached on all matters of negotiations, the items will be reduced to writing and submitted to the Association for ratification and to the Board for official approval.

- B. Within thirty (30) days of ratification of this Agreement, sufficient copies of this Agreement shall be prepared for distribution by the Association to each employee, plus twenty-five (25) copies for the Board. The cost of reproduction shall be shared equally by the Association and Board.

- C. Negotiations shall begin no later than March 1, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties. If agreement is not reached by July 1st of the forthcoming school year, the parties shall jointly request a mediator from the Federal Mediation and Conciliation Service (FMCS), unless the parties jointly agree not to do so. Either party can invoke mediation within fifteen (15) days of the start of the school year.

- D. If by mutual agreement negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members. This released time is not to be deducted from the Association leave time.

ARTICLE II

ASSOCIATION RIGHTS, FAIR SHARE, MANAGEMENT RIGHTS AND NO STRIKE

2.1 Association Rights

- A. The Board shall make available on the SASSED website a current copy of the Board's policies and procedures. The Board shall make every effort to maintain a current copy of the Board's policies and procedures in the SASSED Central Office, each Satellite Office, and SASSED operated alternative program sites. The Board shall also provide the Association President with a copy of such policy.

- B. A copy of the agenda of the regular meetings and a summary of such meetings of the Board shall be posted on the website and in each of the above designated offices. The Association President shall also receive a copy of each agenda.

- C. The Association shall have the right to:
 - 1. Use school buildings under Board control for Association meetings, provided the Association shall reimburse the Board for any special custodial charges incurred and any damages occasioned by such use. Request for the use of such building shall be submitted to the principal at least two (2) days in advance.

Use shall not interfere with any previously scheduled use of the facility. This subsection shall not be applicable unless at least ninety percent (90%) of those in attendance (if such attendance is fifteen (15) or more persons) are employees of the Board or family members of such employees.

 - 2. Use employee mailboxes and school bulletin boards for the purpose of Association communication. All such communications shall contain no material which attacks the character of any Board member or employee.

 - 3. Use Board computer and/or copier machines outside of the employee workday or, with express knowledge of Administration, and when such are not required for Board purposes, provided the Association shall promptly reimburse the Board for all consumable materials used, machine charges, and damage occasioned by such use.

- D. The Board shall provide the President of the Association with a complete listing of names, addresses, phone numbers, schools, and program classifications of all employees promptly, but not to exceed forty-five (45) calendar days after the beginning of the school term. Names, addresses and phone numbers of newly

hired employees shall be provided to the Association within fourteen (14) calendar days of hire.

- E. The Association shall be permitted, with the approval of the Director, to utilize up to six (6) days per school year for Association activities. Notice of intention to utilize such days, including the identities of the employee (s) involved, shall be given to the Director or designee no later than 10:00 a.m. on the third working day prior to the day to be used for Association business. By mutual agreement of the Association President and the Director or designee, less notice may be granted provided there is no negative impact on the Association member's assignment. No more than three (3) employees from a given program may participate in Association activities on any given day.
- F. For the purposes of subsection E., a program is defined as the Southeast Alternative School, Multi-Needs Self Contained Program, Deaf and Hard of Hearing Self Contained Program, Visually Impaired Self Contained Program, Physically Impaired Self Contained Program, Autism Self Contained Program, Itinerant Low Incidence Program, Transition Program, Assistive Technology Program and the Instructional Strategies Team Program.

2.2 Fair Share

- A. Each employee, as a condition for employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement whichever is later, shall join the Association or pay a fair share fee to the Association in accordance with the established procedures of the Association, a copy of which shall be furnished to the Board and be available in each attendance center.
- B. In the event that the employee does not pay the fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member. The Association shall certify the amount of the fair share fee to the Board in writing by September 30 annually.
- C. Such fees shall be paid to the Association by the Board in installments on the same schedule as payroll deductions of Association dues.
- D. The Association agrees to defend, indemnify, and save the Board harmless against any claims, demands, suits, or other forms of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

- E. If a non-member employee, declares the right of non-association based either upon the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee, is a member or upon philosophical differences, such member shall be required to pay a dollar amount equal to the employee's proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Association from a list compiled by the Association and the Board. If the affected employee and the Association are unable to reach an agreement on the matter, the employee may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.
- F. The parties expressly recognize the right of employees to challenge the amount of the fair share fee. Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Association pursuant to paragraph 1714(b) (1) of the Illinois Education Labor Relations Act. Upon any such filing and notice of such to the Association, the Association shall place in an interest-bearing escrow account, separate from other funds held by the Association, the amount of each objector's fair share payments made, and to be made, pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

2.3 Management Rights

The Board of Control retains and reserves the ultimate responsibility for proper management of SASSED conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited, to the responsibility for the right:

- A. To maintain executive management and administrative control of SASSED and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions of their continued employment, and their dismissal or demotion, their assignment, and to promote and transfer all such employees.
- C. To establish programs and courses of instruction for all students.
- D. To delegate authority through recognized administrative channels for the development and organizations of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended,

the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.

- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board shall be limited by the specific and express terms of this Agreement.

2.4 No Strike

The Association shall not engage in nor encourage the participation of any employee in a strike against SASSED during the term of this agreement.

ARTICLE III

LEAVES

3.1 Type of Leaves

A. Sick Leave

Each employee shall be entitled to fourteen (14) sick leave days per school term without loss of pay. Sick leave shall accumulate to a maximum of (340) days, or as otherwise provided by law, or the number of days accumulated by the employee on the effective date of this Agreement, whichever shall be the greater. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardian, or an individual residing in the household. The Executive Director may require a certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advance practice nurse to perform health examinations, or a physician's assistant who has been delegated the authority to perform health examinations by his/her supervising physician, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of the employee's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as the Executive Director may deem necessary in other cases. If the Executive Director requires a certificate for pay during leave of less than three (3) days, the Board shall pay the expenses incurred by the employee in obtaining the certificate.

B. Personal Business Leave

Each employee shall be entitled to four (4) half days of personal business leave per school term without loss of pay. Unused leave shall be added to accumulated sick leave at the end of the day on the last day of school.

Written notification for such leave shall be made to the Director or designee, at least two days prior to the desired onset of such leave, providing that in an

emergency, such notice shall be given as soon as feasible. Such leave shall not be utilized during the first five (5) or the last five (5) employment days of the school term or on the day preceding or following a school holiday or recess period, provided the foregoing may be waived by the Director in his/her sole discretion for good cause shown and such waiver shall be non-precedential. Personal leave shall not be utilized for illness, but shall be applicable for observance of a religious holiday of the employee's faith and/or bereavement of other than a family member. Such leave shall not be granted for purposes of recreation, accompanying another on a trip, a job interview, any activity likely to produce income (taxable as ordinary income), or to participate in any form of work stoppage or protest.

If the employee certifies to the Director or designee that two (2) days of personal leave have been used for taking part in religious services observances or recognized religious holidays of his/her faith not otherwise scheduled as school holidays, a third day can be granted.

In addition, the Director or designee shall grant to each employee up to one (1) day of paid leave for emergencies to be approved as soon as possible. Unused emergency leave during the school year shall accumulate as sick leave and will be added to accumulated sick leave at the end of the day on the last day of school.

The Director or designee shall approve all personal business leave. No more than three (3) employees from a program can be approved on any given day for personal business leave.

C. Bereavement Leave

Employees shall be granted up to three (3) days of paid bereavement leave for the death of an immediate family member. The immediate family shall be defined as in 3.1 A. In case of death in the employee's immediate family, an employee may request and the Director may grant more time, if needed, and such time shall be deducted from the employee's accumulated sick leave. Bereavement leave shall not accumulate in any form.

D. FMLA Leave

All eligible employees may take a FMLA leave for:

- a. The birth and first-year care of a son or daughter;
- b. The adoption or foster placement of a child;
- c. The serious health condition of an employee's spouse, parent, or child;
- d. The employee's own serious health condition; and

- e. Because of any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
1. To be eligible for family and medical leave, an employee must be employed by SASSED for at least twelve (12) months (the 12 months need not be consecutive) and have been employed for at least 1250 hours of service during the twelve (12) month period immediately before the beginning of the leave.
 2. Eligible employees may use family and medical leave, guaranteed by the Federal Family and Medical Leave Act, for up to a combined total of twelve (12) weeks each year. The twelve (12) month period during which the twelve (12) weeks of leave entitlement occurs shall be calculated based upon the fixed twelve (12) month period beginning with each eligible employee's anniversary date of employment.

It is understood that weeks when school is not in session do not count as FMLA weeks.

3. Notice Requirements: The employee is required to notify the Director or designee not less than thirty (30) days before the date the leave is to begin. However, in the event that thirty (30) days' notice is not possible, the employee must give the Director or designee as much notice as is practicable. ("As soon as practicable" generally means at least verbal notice to the Director or designee within one (1) or two (2) business days of learning of the need to take FMLA leave.)
4. During a family and medical leave, employees are entitled to continuation of health benefits that would have been provided if they were working. If the employee fails to return to work after the employee's FMLA leave has been exhausted or expires, SASSED may recover its share of health plan premiums during the period of FMLA unless the reason the employee does not return is due to:
 - a. The continuation, recurrence or onset of a serious health condition of the employee or employee's family member which would otherwise entitle the employee to leave under FMLA; or
 - b. Other circumstances beyond the employee's control as stated in the FMLA of 1993.

5. An employee returning from a FMLA leave shall be returned to the position the-employee would have held if the leave had not been taken.
6. A non-tenured employee who qualifies and is granted an FMLA leave and who returns within the twelve (12) weeks allowed, shall not suffer a loss of tenure status.

E. Parental Leave

Tenured employees who become pregnant or adopt a child are eligible to apply for a Parental Leave and/or a FMLA (Family and Medical Leave Act) Leave.

1. Notice

The tenured employee shall notify the Director in writing of the desire to take a parental leave and, except in case of medical emergency, shall give notice at least ninety (90) calendar days prior to the date on which the leave is to begin. The employee shall include with such notice a physician's statement certifying the pregnancy and the anticipated date of delivery.

2. Duration of Leave

The tenured employee and the Director or designee shall agree upon a plan for the commencement and termination of the leave, taking into consideration the continuity of instruction. Every effort shall be made to have such leave terminate immediately prior to the start of a new school year. Such leave shall commence upon: (1) the date agreed upon by the Director or designee and the employee, or (2) the actual date of delivery. The leave shall not exceed the balance of the school year in which it commences and one additional school year.

3. Use of Paid Sick Leave During Parental Leave

A tenured employee (female or male) may elect to use accrued sick leave in accordance with Section 3.1 A, take unpaid leave consistent with the provisions of Sections 3.1 D, E or F, or a combination thereof. An employee returning within the twelve (12) weeks of an FMLA leave shall be returned to the position the employee would have held if the leave had not been taken.

4. Reduction in Leave

Tenured employees who have been granted a parental leave for more than one school year in duration may request that such leave be reduced in length to exclude the last school year of the leave. The employee must submit a written request to the Director by June 1st preceding the last school year of the leave. If a vacancy exists or arises prior to the commencement of such school year for which the employee is qualified, the employee shall be permitted to terminate such leave at the end of the summer recess period preceding the next school year.

5. Adoption Leave

Any tenured employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Director or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Director or designee of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Director or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child.

6. Non-Tenured Employees

A parental leave may be granted to a non-tenured employee under unusual circumstances by action of the Board subject to all the conditions applicable to a tenured employee, and provided the terms of such leave shall not be considered in computing full-time employment for purposes of the continuous employment necessary to attain contractual continued service status (tenure). Upon the return from such leave, the employee shall be considered to have commenced his/her first probationary year toward achieving tenure. However, if the probationary employee is returning from a leave, which began in the summer following his/her fourth year of continuous contractual service in SASSED, upon return, the employee shall be considered to have commenced his/her first year of tenure. The granting of parental leave to any non-tenured employee shall not constitute a precedent for granting or withholding of leave to any other non-tenured employee. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured employee to apply for such leave or accept the conditions established therefore.

7. Subsequent Parental Leave

A tenured employee who has been granted a parental leave of absence shall not become eligible for a subsequent parental leave unless and until such employee has returned to full-time service for at least one (1) complete school term, provided under exceptional circumstances the Director or designee may grant such a leave in his/her sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

8. Interrupted Pregnancy or Death of Child

In case of interrupted pregnancy, or death of child during the parental leave, the parental leave of absence shall be terminated by the SASSED Board as soon as an appropriate vacancy exists, and provided that if appropriate, her physician certifies to the Director or designee that she is in good health and physically able to assume her duties.

9. Tenured Status

The tenured status of an employee returning from a parental leave shall not be affected by such leave.

F. Extended Leave of Absence

The Board may grant a tenured employee a leave of absence for a period not to exceed one (1) year for any purpose consistent with the objectives of the Cooperative. Such leaves shall be in the sole discretion of the Board and non-precedential with respect to any other leave of absence sought and/or granted to such employee and/or any other employee.

3.2 Conditions of Leaves

A. Salary Schedule Advancement

Any employee who has worked one hundred (100) or more school days in a school term shall be entitled to advancement on the salary schedule.

B. Waiver of Unemployment Compensation

A condition of any unpaid leave of absence shall be the waiver by the employee of any claim to unemployment compensation during the term of such leave or any recess or vacation period adjacent thereto.

C. Insurance Coverage

An employee on unpaid leave of absence may continue all Board-paid insurance in effect, with the consent of the carrier, by paying all premiums therefore in a timely manner to the SASSED Business Office or designee.

D. Return From All Leaves of Absence

In all instances where an employee is granted an unpaid leave of absence of eight (8) calendar months or more, as a condition thereof, the employee shall advise the Director or designee in writing at least one hundred eighty (180) calendar days prior to the termination of such leave that he/she intends to return to employment. Failure to timely advise the Director or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the Cooperative.

3.3 Professional Leaves and Conferences

The Director may grant a leave of absence with or without pay to employees to attend professional conferences and/or training sessions. The Director may also provide for the reimbursement of expenses incurred while attending such conferences or sessions. The granting or withholding of such leave of absence shall be within the sole discretion of the Director and shall be non-precedential with respect to any other request for such leave by such employee or by any other employee. The Administration shall make available to employees information concerning professional conferences that the Administration deems appropriate and information on SASSED workshops on the SASSED website.

3.4 Workers' Compensation

Any employee who suffers a job-related illness or injury that results in temporary total disability under applicable Workers' Compensation statutes, may use accumulated sick leave days during the period he/she is absent from work, according to the following provisions.

1. For each day the employee is unable to work, but receives no temporary total disability compensation, he/she may use a full sick leave day;
2. For each day the employee is unable to work, and receives temporary total disability compensation, he/she may use one-third (1/3) of a sick leave day, providing that such fractional sick leave days must be taken in groups of three (3)

so that the amount of sick leave available to employees is always calculable in full-day increments;

3. An employee may not use a full sick leave day if temporary total disability is paid, because no more than 100% of regular compensation will be paid.

3.5 Sick Leave Bank

The Association, with the cooperation of the SASED Administration, shall establish a Sick Leave Bank. Participation in the Bank will be on a voluntary basis. The intent of the Bank is to provide an extended sick leave option for those participants who incur a period of catastrophic illness or injury. Any employee covered under the terms of this Agreement who meets the eligibility requirements may elect to join the Bank.

The Association shall administer the Bank and appoint a committee to act in all matters that concern the Bank. The members of the committee shall formulate and publish the rules for the implementation and administration of the Bank. A copy of the rules shall be provided to each participant as well as be on file in the SASED Central Office. If such rules are found to be in violation of School Code, SASED policy and/or are not practical to carry out as determined by the SASED Administration, such rules will have to be changed by the committee.

The Association shall provide the Human Resources office with the names of the participating members by September 15 each year. Any costs or labor necessary for the operation of the Bank shall be the exclusive responsibility of the Association. The Association agrees to indemnify and hold harmless the Board from any claim, damages, or attorneys' fees resulting from legal actions related to the Bank. This section shall not be subject to the grievance procedure.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definitions

- A. A grievance is any claim by the Association or employee(s) that there has been violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. All time limits shall be employee employment days (i.e. work days) except during the summer recess when days shall mean those when the business office shall be operating.
- C. One (1) Association representative shall have the right to be present and to represent the Association at any meeting, hearing, appeal, or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

4.2 Procedure

The parties hereto acknowledge that it is usually most desirable for the employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the employee or the Association, a grievance may be processed as follows:

STEP A. The filing of the grievance at this step shall be no later than twenty (20) work days following the occurrence complained of as the basis for the grievance or within twenty (20) work days of when the occurrence may reasonably be ascertained. The employee or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within ten (10) work days after receipt of the grievance. Not to exceed two (2) representatives of the Association, the aggrieved employee (if any), and the immediately involved supervisor and his/her invitees shall be present for the meeting. The employee shall receive a written response to the grievance within ten (10) work days of the STEP A meeting date.

STEP B. If the grievance is not resolved at Step A, then the Association and/or the employee may refer the grievance to the Director or designee in writing within ten (10) work days after receipt of the Step A answer the Director or designee shall arrange for a meeting to take place within ten (10) work days of his/her receipt of the appeal. Each party shall have the right to include in its representation at the meeting such witnesses and representatives, not to exceed two (2) representatives of the Association, as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Director or designee shall have ten (10) work days in which to provide his/her written decision with reasons to the grievant, with a copy to the Association.

STEP C. Within ten (10) work days after receiving the Step B decision of the Executive Director, the Association may request a Grievance Mediation session through the Federal Mediation and Conciliation Services (FMCS). Upon receipt of written notification of intent, the Executive Director or his designees shall submit the request to FMCS.

Grievance mediation is a voluntary, informal and confidential process. It is understood by both parties that the mediator has no authority to compel the resolution of the grievance. Procedures to be utilized during the mediation process are within the domain of the FMCS mediator and cannot be mandated by either party.

All statements by the parties, participants or the mediator shall not be used for any purpose whatsoever in any pending or subsequent proceedings on the matter. If the grievance is not resolved at Step C the Association may proceed to Step D. At least one meeting with the mediator must occur before proceeding to Step D.

STEP D. If the Association is not satisfied with the disposition of the grievance at Step C the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the Administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) calendar days of the date of the Step C conclusion, the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement.
3. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.
4. Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitration and of the AAA shall be divided equally between the Board and the Association.
5. If either party requests a transcript of the proceeding, the party shall bear the full costs for the transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association as well as the cost of the transcript to be furnished the arbitrator.

4.3 Initiating Grievance at Step B

Grievances involving more than one program or multiple programs or locations and grievances involving an administrator above the program level may be initially filed by the Association at Step B.

4.4 No Reprisals Clause

No reprisals of any kind shall be taken by the Board or the administration against any employee because of his/her participation in this grievance process.

4.5 Release Time

Should the processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her their regular assignment(s), he/she shall be released without loss of pay or benefits.

4.6 Filing of Materials

All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4.7 Grievance Withdrawal

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

ARTICLE V

COMPENSATION

5.1 Compensation

A. Compensation Schedules for Teachers, Nurses, Speech Language Pathologists and Certified School Counselors

The Indexes and Compensation Schedules for each year of this Agreement for teachers, nurses, speech language pathologists and certified school counselors are set forth in Appendices A and B attached to and incorporated into this Agreement.

B. Compensation Schedules for Certificated Behavior Management Specialists, Certificated Psychologists and Certificated Social Workers

The Index for the Compensation Schedules for certificated behavior management specialists, and the Compensation Schedules for psychologists and social workers, is set forth as Appendix C attached to and incorporated into this Agreement. Separate Compensation Schedules for each year of this Agreement for certificated behavior management specialists working 194 days are set forth in Appendix D attached to and incorporated into this Agreement. Separate Compensation Schedules for each year of this Agreement for psychologists and social workers working 188 days are set forth in Appendix E attached to and incorporated into this Agreement. All newly hired employees with these school certifications will be placed directly on the applicable Compensation Schedule.

An existing behavior management specialist, psychologist and social worker will be placed on the applicable Compensation Schedule referenced above and his/her salary will be determined thereby unless the increase in salary for FY09 is less than 3% or more than 6% based on his/her FY08 actual salary. If placing the employee onto the Compensation Schedule for FY09 results in an increase from FY08 of less than 3%, the employee will be given a minimum of 3% annual increases in salary for the term of this Agreement until the employee can be placed on the Compensation Schedule without an increase of less 3%. If placing the employee on the Compensation Schedule for FY09 results in an increase from FY08 of more than 6%, the employee's increase will be limited to 6% annually for the term of this Agreement until the employee can be placed on the Compensation Schedule without an increase of more than 6%. Once placed on the Compensation Schedule, an employee's compensation will continue to be paid based upon the Compensation Schedule even if the percentage increase from one year to the next is less than 3% or more than 6%. In the event of a lane change, the employee's salary may increase greater than 6%. However, the increase resulting from a lane change will be the 6% limit plus the differential between the lanes. The salaries for each year of this Agreement for existing employees whose increase in salary for FY09 is less than 3% or more than 6% are reflected on Appendix F attached to and incorporated into this Agreement.

To determine placement on the Compensation Schedule under this subsection, SASSED credits such employees with a maximum of eight (8) years for pre-SASSED employment and all years of SASSED employment.

C. Employees Transferred from other Cooperatives and/or Districts Through Local Education Associations

All employees in the bargaining unit are being placed on the Compensation Schedules in the cell that most closely fits their level of education and years of

experience. This procedure impacts employees transferred from other LEA's whose compensation when transferred to SASSED was based upon salaries in excess of the salary levels occurring in the SASSED Compensation Schedules. To accommodate these employees in addition to the amount due on the Compensation Schedules, an annual adjustment to increase compensation will be made to hold harmless any employee transferred into SASSED at a level in excess of the SASSED Compensation Schedules. The annual adjustment is a "fixed" dollar amount and remains the same for all five (5) years of this Agreement. Employees impacted by this subsection shall receive a special Appendix to this Agreement (Appendix G).

D. Step Movement on the Compensation Schedules for Employees in the BS, BS + 12, and BS + 18 Lanes

An employee in the BS, BS + 12, or BS + 18 vertical lane on the Compensation Schedule will be allowed to retain the use of the Compensation Schedule index for the 2005-08 Agreement and be compensated based upon such index and the base salary amount from this Agreement. This process will be available for the initial four (4) years of this Agreement. However, if at any time during the initial four (4) years the employee's salary so calculated is less than his/her salary determined under this Agreement's index, the employee's salary will be determined based on this Agreement's index for such year and each year of this Agreement thereafter.

Beginning in FY13 the employee will be placed directly onto this Agreement's Compensation Schedule and index. If the employee would then be paid less than his/her actual FY12 salary, the FY13 salary amount will be increased to the actual FY12 salary. The employee's salary is thereafter frozen at the actual FY12 salary amount unless the employee moves laterally on the Compensation Schedule.

E. Employees Affected by Section 5.1 of 2005-2008 Agreement

Bargaining unit employees whose salaries were limited for the 2005-2006, 2006-2007 or 2007-2008 school years based on Section 5.1 of the 2005-2008 Agreement will have their compensation for the school years of this Agreement determined by Appendices A through F as in the case of employees unaffected by Section 5.1 of the 2005-2008 Agreement. A Memorandum of Understanding between the Association and the Board may further address the compensation of such employees for the school years of this Agreement. Employees impacted by this subsection shall receive a special Appendix to this Agreement (Appendix H).

5.2 Advanced Training

Graduate courses satisfactorily completed at fully accredited, NCATE approved institutions of higher learning pre-approved by the Director or designee shall qualify an employee for advancement on the salary schedule. The Director or designee shall not arbitrarily decline to approve any graduate course related to the employee's current assignment or to other aspects of special education.

The Director or designee may also identify courses specially prepared by or for SASSED as qualifying for advancement on the salary schedule. Horizontal advancement on the salary schedule shall be effective at the onset of the school semester next following the completion of the courses described above, provided implementation of any salary adjustment shall not be required prior to a reasonable time following receipt of an official transcript.

5.3 Withholding Vertical Advancement

Nothing herein shall affect the right of the Board to withhold vertical advancements on the salary schedule for just cause.

5.4 Student Teaching

- A. Teachers and other employees are encouraged but shall not be compelled to accept a student teacher or practicum student.
- B. Monies made available to SASSED by the placing university shall be paid to the supervising employee.
- C. Unused student teacher waivers/credit hours shall be entered into a pool to be used on a first-come, first-serve basis by employees. Employees shall be notified of the availability of the pool balance on a quarterly basis on the website.

5.5 Reimbursement for Use of Personal Vehicle

5.5.1. Standard Mileage Reimbursement

Employees who are required to travel in the course of their assigned duties (e.g., IEP meetings, consultations, classroom observations, home visits, etc.) shall be reimbursed at the rate per mile authorized by the Internal Revenue Service (for deductions without documentary evidence) for all approved mileage to perform their assigned duties. Reimbursement claims shall be filed pursuant to procedures established by the Director.

5.5.2. Additional Reimbursement for Extraordinary Use of Personal Vehicle

In addition, an employee who travels more than 5,000 miles during a school term will be eligible for additional reimbursement of \$.25 per mile for mileage in excess of 5,000

miles. An employee who wishes to submit a request for such reimbursement shall maintain copies of his/her reimbursement claims for the school term and, if qualified for additional reimbursement, submit his/her request with copies of the claims to the business office no earlier than the end of the school term and no later than September 1st of the next school term. Reimbursement shall be paid to the employee as soon as practicable after receipt and review of the request for reimbursement. Such reimbursement will be taxable to employees and will be paid through normal payroll.

5.5.3. Travel Advance

An employee who is required to use his/her personal vehicle for SASSED-required travel in the course of his/her assigned duties will be eligible for a \$200 advance towards the use of his/her personal vehicle. The employee must submit a request for the \$200 advance to the business office prior to February 28th of the school term. The advance will be paid to the employee as soon as practicable after receipt of the request. The advance will be a non-taxable payment that will be included in the employee's paycheck. The advance will be deducted from the employee's final paycheck of the school term or final paycheck of employment during the school term if the employee does not complete the school term. At the time that the request is submitted, the employee will sign a payroll deduction authorization for repayment of the advance.

5.5.4. Reimbursement of Deductible

Subject to Board approval, SASSED may reimburse an employee up to \$500 for the employee's payment of his/her vehicle insurance deductible as a result of the employee's vehicle accident occurring during SASSED-required travel. The Board will not reimburse the employee if the Board determines that the employee's willful or wanton conduct contributed to the accident.

5.6 Salary Balance

Any balance of an employee's contractual salary due an employee who has resigned, retired, and/or non-reemployed from SASSED, effective the forthcoming school term, shall be paid at his/her option within three (3) days of the last day of service to the Board, provided the employee has exercised such option in writing to the Business Office at least fifteen (15) calendar days prior to the end of the school term.

5.7 Insurance

5.7.1 Life Insurance

Insurance coverage and benefits shall be as set forth in Appendix C. The Board shall

provide group life insurance for all employees in the amount of \$50,000 subject to all conditions as may be required by the insurance carrier.

5.7.2 Medical Insurance

Single Health Insurance Coverage

The Board will make health insurance available to employees as indicated in the medical plan document. In FY 09 the Board will pay 80% of the cost of the individual medical insurance premium for full time employees, enrolled in SASSED's medical insurance plan. Beginning in FY 10 and for each year of this Agreement thereafter, the prior year's actual cost of insurance will be allowed to increase up to a maximum of 10% without changing the 20% contribution level required for full time employees. However, once the cost of insurance increases by more than 10% for a fiscal year the additional cost in excess of 10% for that year will be allocated 50% to employees and 50% to the Board.

Part time employees who work twenty (20) hours or more may enroll in the health insurance program with the percentage of the premium paid by the Board, based upon the percentage of the employee's employment. The employee is responsible for payment of the remainder of the premium.

Dependent Health Insurance Coverage

Dependent health insurance coverage is available to employees as indicated in the medical plan document. The Board will pay 60% of the cost of dependent coverage for full time employees in FY 09. Beginning in FY 10 and for each year of this Agreement thereafter the prior year's actual cost of insurance will be allowed to increase up to a maximum of 10% without changing the 40% employee contribution level required for full time employees. However, once the Board contribution increases by more than 10% for a fiscal year the additional cost in excess of 10% for that year will be allocated 50% to employees and 50% to the Board.

Part time employees who work twenty (20) hours or more may participate in the dependent health insurance coverage with the percentage of the premium paid by the Board, based upon the percentage of the employee's employment. The employee is responsible for payment of the remainder of the premium.

5.7.3 Group Disability Insurance

The Board shall also provide a group term disability policy for employees pursuant to specifications prescribed by the Board.

5.7.4 Dental Insurance

Single Dental Insurance Coverage

The Board will make dental insurance available to employees as indicated in the dental plan document. In FY 09 the Board will pay 80% of the cost of the individual dental insurance premium for full time employees, enrolled in SASSED's dental insurance plan. Beginning in FY 10 and for each year of this Agreement thereafter, the prior year's actual cost of insurance will be allowed to increase up to a maximum of 10% without changing the 20% contribution level required for full time employees. However, once the cost of insurance increases by more than 10% for a fiscal year the additional cost in excess of 10% for that year will be allocated 50% to employees and 50% to the Board.

Part time employees who work twenty (20) hours or more may enroll in the dental insurance program with the percentage of the premium paid by the Board, based upon the percentage of the employee's employment. The employee is responsible for payment of the remainder of the premium.

Dependent Dental Insurance Coverage

Dependent dental insurance coverage is available to employees as indicated in the dental plan document. The Board will pay 60% of the cost of dependent coverage for full time employees in FY 09. Beginning in FY 10 and for each year of this Agreement thereafter the prior year's actual cost of insurance will be allowed to increase up to a maximum of 10% without changing the 40% employee contribution level required for full time employees. However, once the Board contribution increases by more than 10% for a fiscal year, the additional cost in excess of 10% for that year will be allocated 50% to employees and 50% to the Board.

Part time employees who work twenty (20) hours or more may participate in the dependent dental insurance coverage with the percentage of the premium paid by the Board, based upon the percentage of the employee's employment. The employee is responsible for payment of the remainder of the premium.

5.7.5 Medical Reimbursement Account

Employees may annually elect to have specific amounts automatically deducted from their (pre-tax) paychecks to pay for non-reimbursed eligible medical expenses for themselves and dependents as permitted by law. Amounts to be withheld shall be determined during the annual open enrollment period. To receive reimbursement for eligible expenses, employees must follow procedures developed by the Plan Administrator.

Employees participating in this program whose family/marital status changes during the plan year may amend the amounts to be withheld not less than thirty (30) days prior to the change taking effect. Requests for reimbursement must be submitted prior to March 31st of the following year. Any amounts remaining in an employee's account after the

filing period will be forfeited.

5.7.6 Dependent Care Reimbursement Account

Employees may annually elect to have specific amounts (as specified by law) automatically deducted from their (pre-tax) paychecks to pay for Dependent Care expenses as permitted by law. Amounts to be withheld shall be determined during the annual open enrollment period. To receive reimbursement for certified Dependent Care expenses, employees must follow procedures developed by the Plan Administrator. Employees participating in this program whose family/marital status changes during the plan year may amend the amount to be withheld not less than thirty (30) days prior to the change taking effect. Requests for reimbursement must be submitted prior to March 31st of the following year. Any amount remaining in an employee's account after the filing period will be forfeited.

5.8 Payments Remitted to the Illinois Teacher Retirement System

From the Compensation Schedule, the Board shall deduct for each employee a sum equal to the required contributions to the State of Illinois Teachers' Retirement System and the Teachers' Health Insurance Security Fund on behalf of the employee. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all employees. The employees shall have no right or claim to the funds so remitted except as they may subsequently become available from the State of Illinois Teachers' Retirement System.

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

The balance of the amount due each employee pursuant to such Compensation Schedule shall be payable to the employee as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the employee pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State of Illinois Teachers' Retirement System for the account of such employee.

Internal Revenue Service Rulings indicate such amounts paid to the State of Illinois Teachers' Retirement System are properly excludable from the gross income of the employee for income taxation purposes, and the Cooperative will not withhold Federal and State income taxes on funds remitted to the State of Illinois Teachers' Retirement System on behalf of employees.

5.9 Supplemental Jobs

If, during the school term the Board shall create any additional supplemental jobs, the Board shall so advise the Association President or designee. Such advice shall include the proposed compensation for such supplemental job. At the request of the Association President or designee, the Director or designee shall enter into discussions with respect to such compensation. If an agreement thereon shall not be reached, the amount agreed upon as compensation for such supplemental job in the course of the next negotiations of this Agreement shall be paid retroactively to the person appointed to such supplemental job.

5.10 Retirement Enhancement Program

A. Eligibility

A SASED retirement enhancement program shall be available for an employee with a retirement date no later than June 30, 2017 who meets all of the following eligibility criteria:

1. On the date of retirement must be eligible and have applied to retire under Illinois Teachers' Retirement System ("TRS") requirements;
2. On the date of retirement must have been employed:
 - a. full-time in the Cooperative for fifteen (15) years preceding his/her retirement;
 - b. part-time in the Cooperative for thirty (30) years preceding his/her retirement; or
 - c. at least twelve (12) years full-time plus such additional part-time employment that totals fifteen (15) years full-time equivalency.

For the above purposes, an absence from work due to the following circumstances will be considered employment (full-time or part-time, based on the employee's then-current status): FMLA leave; work-related injury; or unpaid leave during a school year where the employee works at least one-hundred (100) days;

3. On the date of retirement be at least fifty-five (55) years of age or attain fifty-five (55) years of age within six (6) months thereafter as required by TRS for retirement eligibility.
4. Submits a service credit report obtained from TRS. The report must indicate the employee's total years of service as of the retirement date and projected creditable earnings for the highest four years of creditable earnings over the past ten years of service.

5. Submits a Letter of Intent to Retire as required below by April 1 prior to the school year that SASSED retirement enhancement program benefits begin; and
6. Must not have received an increase in creditable earnings exceeding 6% during any school year that TRS will use to calculate the employee's pension. However, the portion of an increase exceeding 6% that is temporarily exempt under P.A. 94-1057 shall not render the employee ineligible.

B. Eligibility Exception

The SASSED retirement enhancement program shall not be available to any employee whose retirement requires SASSED to make an additional employer/Board contribution or payment of any kind to TRS due to the employee's retirement. For example, an employee may participate in the TRS Modified Early Retirement Option or this SASSED retirement enhancement program, but not both.

C. Letter of Intent to Retire

In order to be eligible to participate in the SASSED retirement enhancement program, an employee must submit an irrevocable letter of intent to retire to the Executive Director setting forth a retirement date at the end of a school year not later than June 30, 2017. The letter of intent to retire must be received by the Executive Director by April 1 of any year of this Agreement for retirement enhancement program salary increases to begin the following school term. An employee who wishes to obtain a retirement enhancement program salary increase for the 2008-09 school term shall provide his/her letter of intent to retire to the Executive Director no later than November 1, 2008. An employee who submits a letter of intent to retire by April 1, 2013, will receive the benefits provided under this Agreement and shall not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

If the Board of Control determines that the employee is not eligible to participate in the SASSED retirement enhancement program, the Board shall so notify the employee by June 1 of the school year that the employee submits his/her letter of intent.

D. Irrevocability

1. An employee's letter of intent to retire may only be rescinded by the employee for the following reasons:
 - a. Death in the retiree's immediate family; or

- b. Other reasons of compelling emergency as determined solely by the Board. The Board's decision is not reviewable and said reasons shall be non-precedential with respect to granting or denying requested changes in retirement election.
2. If the retirement is rescinded, the employee will repay the retirement enhancement through a reduction of his/her pay over the next school year. The reduction in pay shall be the difference between the amount paid to the employee as retirement enhancements and the amount the employee would have received without the retirement enhancements.

E. Acceleration of Retirement Date

An employee may accelerate the retirement date stated in his/her letter of intent to retire without affecting his/her participation in the SASSED retirement enhancement program so long as the change in the retirement date does not require SASSED to make an additional employer/Board contribution or payment of any kind to TRS as a result of the change.

In the event that an employee accelerates the retirement date stated in his/her letter of intent to retire and the change will require the Board to make an additional employer/Board contribution or payment of any kind to TRS as a result of the change, the employee forfeits his/her participation in the SASSED retirement enhancement program. In addition, the Board shall reduce such employee's pay for the remainder of his/her employment by the amount necessary to recover retirement enhancements paid to the employee. The reduction in pay shall be difference between the amount paid to the employee as retirement enhancements and the amount the employee would have received without the retirement enhancements. If the employee retires before the Board recovers the retirement enhancements, such former employee shall repay any retirement enhancements to the Board within thirty (30) days of his/her retirement. In the event that the former employee fails to repay the Board within such time, the Board retains all rights and remedies against the former employee to recover the unpaid amount.

F. Retirement Enhancement Program Salary Increase(s)

An employee who is eligible and elects to participate in the SASSED retirement enhancement program is eligible to receive an increase of 6% over the employee's prior year's reported TRS creditable earnings for each of up to four (4) remaining years of the employee's employment in SASSED. The increase(s) shall be in lieu of any other raise, step, or other creditable earnings increase to which the employee may otherwise have been entitled under this Agreement.

A retiring employee may receive no more than four (4) years of 6% creditable earnings increases under this retirement enhancement program. It is the intent of

the parties that the 6% increases will be paid in the employee's final years of employment. An employee for whom an extra-duty stipend was part of the employee's creditable earnings in the school year in which notice is given and who elects not to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may an employee participating in this program receive a creditable earnings increase for more than 6% over the employee's prior year's creditable earnings unless the increase in excess of 6% is temporarily exempt under P.A. 94-1057.

G. Retirement Enhancement Program Health Insurance Benefit

An employee who submits a Letter of Intent to Retire and is eligible to participate in the SASSED retirement enhancement program as provided above shall be reimbursed by the Board up to \$2,400 per year, as set forth below, for the cost of the employee's post-retirement health insurance policy premium. This benefit shall cease upon the death of the retiree, at the end of a time period applicable to the employee set forth below, or when the employee reaches age sixty-five (65) years of age or otherwise is eligible for Medicare, whichever occurs first.

The conditions of this benefit are as follows:

4 Years Notice - Up to five (5) years premiums paid at an amount not to exceed a total Board contribution of \$12,000.

3 Years Notice –Up to three (3) years premiums paid at an amount not to exceed a total Board contribution of \$7,200.

2 Years Notice – Up to two (2) years premiums paid at an amount not to exceed a total Board contribution of \$4,800.

1 Year Notice – Up to one (1) year's premium paid at an amount not to exceed a total Board contribution of \$2,400.

The Board shall reimburse the retiree for the premium for the individual coverage upon proof of payment of the premium and within the time line provided in the *Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.*

The reimbursement provided above shall be paid to employees who retire under the terms of this Agreement and shall survive this Agreement. The reimbursement of employees who retire under this Agreement shall not be affected by a subsequent collective bargaining agreement.

5.11 Notice and Retirement Under TRS Modified Early Retirement Option (“MERO”)

Employees who wish to participate in the TRS MERO shall notify the Director, or designee, in writing by April 1 prior to the school year that the retirement is to begin. The calculation on eligibility for participation in MERO will prior to the end of each fiscal year to align notice of retirement and eligibility to participate.

The number of employees who may retire under MERO may be limited at the option of the Board to a specified percentage of those eligible, not less than 10%, with the right to participate to be allocated among those applying on the basis of seniority in the service of the Board. The Board may, in its sole and non-reviewable discretion, permit additional MERO retirees, provided, however, that such permission shall not be deemed to create a past practice, pattern or precedent.

5.12 Compensation for Voluntary Extra Duties

If an IEP requires a student to be enrolled in an extra-curricular activity and if it is determined by his/her MDC/IEP team that a teacher or other employee needs to be involved to assist this student's participation, the employee shall be compensated per Appendix "C". Prior to the start of the employee's involvement in the student activity, the program administrator will determine the number of hours approved for compensation.

5.13 Longevity

Any employee who is frozen on the last step of a column on the salary schedule shall receive the stipulated salary on the last step plus the longevity amount multiplied by the number of years the-employee is frozen on the last step and not able to move a step.

5.14 Tuition Reimbursement

1. Tuition reimbursement shall be available to all eligible employees for semester hours of coursework credit earned from an NCATE accredited institution. Subject to the criteria in paragraph 2 below, the tuition reimbursement shall be paid for coursework which maintains or improves job-related skills. The tuition pool for each year of this Agreement shall be in the amount of \$20,000.00
2. Criteria
 - a. Only employees who have completed two (2) years of service in SASSED will be eligible.
 - b. A part time employee must work .5 FTE to be eligible for reimbursement, and reimbursement will be prorated based on the employee's FTE.
 - c. Course work must be approved in writing by the Director or designee prior to the start of the course. Generally, coursework for employees must be at a post-graduate level to receive approval.
 - d. Tuition reimbursement shall not be paid for graduate course work needed to obtain initial certification, licensure or registration necessary to meet minimum requirements of the job assignment presently held by the employee,

administrative certification, or to qualify an employee for a new trade or business

- e. The Director or his/her designee must provide written notification of approval or denial within five (5) working days of receipt of request. If the request is denied, the Director or designee must provide a specific written reason for denial, also within five (5) working days.
 - f. Reimbursement for tuition shall be divided equally among all eligible employees based on the total number of semester hours submitted from the previous fiscal year, July 1 through June 30. The \$20,000 pool will be divided by the total number of semester hours submitted in order to reach a per semester hour dollar amount calculation. Each employee will receive their semester hour share for each semester hour submitted and approved according to the criteria listed. However, an employee's reimbursement shall not exceed the actual semester hour cost of the course.
 - g. The costs being submitted for reimbursement shall not already have been paid to, or on behalf of, the employee by another source.
 - h. A course grade of A or B is necessary for reimbursement to be provided.
 - i. Course work should not interfere with the professional responsibilities and obligations that all staff have to students.
3. Tuition reimbursement shall be available and paid to those eligible employees who return to employment with the Board for the school year following the successful completion of the coursework. In order to receive reimbursement for coursework completed during a school year, an eligible employee shall submit his/her official transcript and evidence of tuition payment to the Director or designee by September 30 of the following school year. Reimbursement shall be paid after the October Board of Control meeting.

5.16 Insurance Committee

The Board and the Association recognize that the nature and extent of health care insurance coverage in the current insurance environment, and the corresponding cost for the same, is a matter requiring careful monitoring.

A committee referred to as the "Insurance Committee" will have members representing the Administration, other significant employee groups within SASSED and the Association. The Committee will consist of no more than eight (8) members including no more than two (2) members from the Association and no more than two (2) members from the Administration.

The Committee shall be advisory. The Committee will study and may recommend changes in insurance coverage during the term of the Agreement. The Committee shall meet as needed. At a minimum, the Committee shall meet in November to review claims activity and provide general updates; in March to review preliminary rate projections for the next year and to consider recommendations for changes in the insurance program; and again before April 15 to review rates for the next year and to finalize its

recommendations (if any) to the Board and Association.

5.17 Bus Duty

SASED employees who supervise bus duty or drive students on SASED buses either before or after their regular work day, shall be compensated at the approved stipend rate in Appendix G. The time shall be counted in fifteen (15) minute increments for the time before or after their regular work day.

5.17 Set Up Day

Teachers who have been reassigned to a new classroom or building or who have had their classroom moved to a different site that requires additional set up time beyond that provided by the program shall, with the approval of the program administrator, mutually agree on a day prior to the start of school to set up the classroom. The teacher shall be paid one hundred ten dollars (\$110.00) after submitting a timesheet.

ARTICLE VI

PROFESSIONAL RELATIONS

6.1 Evaluation

Employees shall be formally evaluated according to The School Code.

Tenured employees shall be formally evaluated at least once each two years. Non-tenured employees shall be formally evaluated annually. The evaluator shall possess credentials as required by law. Such evaluation shall include a formal observation of at least thirty (30) minutes. Notice of such observation shall be made to the employee five (5) employment days in advance. Other observations may be made from time to time by the immediate supervisor and the observations may be used as a part of the formal evaluation. No later than fifteen (15) employment days following the formal observation, the supervisor shall hold a conference with the employee to discuss such observation.

If required by law, a joint committee appointed respectively by the Association President and Director or designee, not to exceed three (3) persons appointed by each, shall recommend an evaluation plan.

- A. Orientation: Before any evaluation is conducted each employee shall be provided a copy of the evaluation instrument and the process will be explained.
- B. Observations: All monitoring or observation of the work of each employee shall be conducted in person. Each evaluation shall include at least two (2) *class room visits* by the evaluator for non-tenured employees and at least one (1) *class room visit* by the evaluator for tenured employees. Other observations may be made from time to time and these observations may be used as part of the formal evaluation.

- C. Employee Evaluations: The supervisor shall make recommendations to the Director or his/her designee regarding the continued employment of probationary employees.
- D. Pre-Evaluation Conferences: A pre-Evaluation Conference between the evaluator and the employee shall be held to review the evaluation timelines, the instrument, and the expectations of both parties.
- E. Post Evaluation Conference: A written evaluation shall be given to the ~~teacher~~ employee within ten (10) work days after the final observation. The parties shall meet to discuss the evaluation within fifteen (15) work days after the final observation. The employee shall sign the evaluation and be given a copy by the evaluator.
- F. Right to Respond: An employee may submit a written response to his/her evaluation and have that response attached to the file copy of the evaluation provided such is submitted as prescribed by Article 6.4 of this Agreement. All written evaluations and the attached employee's comments are to be placed in the employee's personnel file.
- G. Right to Representation: In the event an employee receives an overall rating of unsatisfactory in his/her evaluation, and either the employee or the administration requests a second post evaluation conference, the employee shall have the right to have an Association representative present at the second post evaluation conference.

6.2 Association-Director Meetings

The Association President and the Director or designee shall meet at least once every other calendar month throughout the school term unless it is mutually agreed to cancel. Each party may include additional persons after informing the other person of such intention. The purpose of such meetings shall be to discuss areas of concern to the parties.

All meetings shall be held outside of the normal employee workday except as shall otherwise be mutually agreed. Minutes will be distributed by the Association to the administration within a reasonable time after the meetings.

6.3 Personnel Files

- A. There shall be only one (1) official personnel file for each employee. The employee shall have an opportunity to respond to any material placed in his/her file, provided such is submitted within twenty-five (25) employment days of the date a copy of such materials is furnished to the employee. No evaluative material shall be placed in such file until the employee has seen it. Any material which may be used to form the basis of disciplinary action against an employee

shall be placed in the employee 's personnel file no later than the end of the school term during which such comments were generated.

- B. All employees shall have the right to review their own personnel file and may be accompanied at such review by a representative, provided such review shall occur during normal business hours and shall not in any manner inconvenience the operation of the Board. A representative of the Board may be present at the time of such review. Nothing shall be permanently or temporarily removed from such personnel file without the consent of the Board and the employee.

6.4 Seniority List

Seniority shall be based upon the total number of years of continuous service as an employee in the Cooperative. Continuous service shall not be deemed interrupted by approved leaves of absence or honorable dismissal periods prior to recall. The official school year seniority list will be posted on the SASED website by February 1 each school year. Employees shall be listed by their first date of work in SASED or its successor organizations. Formally transferred employees will have their first date of employment recognized as it was posted in the district from which they were transferred. All employee certifications and provisional approvals will be posted on the seniority list. If employees share the same seniority date and a decision is needed as to which employee has more seniority, the basis of the decision will be first, the date formally employed by the Board; and second, a coin toss.

6.5 Professional Conduct

Employees shall report incidents of inappropriate conduct by any employee to their immediate supervisor. If the allegation of inappropriate conduct involves the employee's immediate supervisor, the incident shall be reported to the immediate supervisor's supervisor.

6.6 New Employee Orientation and Mentoring Program

Employees' new to SASED will be required to attend two days of New Employee Orientation. The two days will provide orientation to processes, policies and procedures of SASED and the member districts. During this induction process, employees will participate in a variety of learning activities to familiarize them with SASED programs and services, as well as their particular assignment within the organization. The activities of these days will also include orientation to the Mentoring Program, if appropriate.

Each new, first year employee covered by this agreement shall be provided a mentor. The mentoring program shall be a formal arrangement for the first two years of employment in SASED. The Administration will identify participants and shall be responsible for all aspects of the pairing and training of the new employees and mentors. All tenured employees shall be eligible to apply to be a mentor.

Mentors will be required to make a commitment of two school years to the program and will be required to follow the ISBE approved Mentoring Plan. Activities will include but not be limited to attendance at one day's equivalent (i.e. 8 hours) of training and induction sessions prior to the beginning of the school year. The mentors will meet a minimum of four (4) times per quarter with their mentee. The mentors and mentees will also meet an additional four (4) times per school year as a group to process concerns, strategies and other considerations with the new employees. Mentors and new employees will be given ongoing opportunities for feedback but will be required to complete a survey instrument prior to the end of the school term to evaluate the effectiveness of the mentoring program.

Tenured employees who are chosen to serve as mentors for an entire school term shall be paid a stipend at the rate of \$400.00 per year prorated per length of service. This amount shall be payable on the last paycheck of the school term.

6.6 Program Feedback Process

A program feedback (survey) instrument, as developed jointly by the Association and the Director or his designee shall be distributed by April 1st of each school term. This anonymous survey will be returned directly to SASSED Central Office. The information will be collated and distributed to the appropriate program or service administrator.

ARTICLE VII

EMPLOYMENT CONDITIONS

7.1 Definition of Responsibilities and Rights

The Board agrees that employees shall have the right to organize, join, and assist the Association, to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and the educational program.

7.2 Physical Facilities

The Board shall seek to provide each employee with an appropriate desk, chair and file facility consistent with the availability of supplies. If feasible, all or part of the file facility shall be equipped with a lock.

7.3 Required Meetings

Employees are not required to attend more than ten (10) meetings that extend beyond the normal school day per school year. The meetings shall not exceed beyond one hour after the normal workday. The ten (10) meeting restriction applies to meetings called by SASSED and/or District Administrators. If an employee is required to attend more than

ten (10) meetings a school year, he/she shall be compensated at the stipend rate in Appendix C for all hours spent beyond ten (10) meetings.

7.4 Class Size

23 Illinois Administrative Code 226, Subtitle A, Subchapter f, regulations for Special Education as issued by the Illinois State Board of Education (ISBE) shall be enforced by the Board as it pertains to class sizes .

7.5 School Term

A. Teachers

The school term shall be adjusted so that the actual number of teacher work days shall consist of no more than 183 days including teacher institutes. Teachers working in districts with less contract work days than SASED shall be assigned by their Program Administrator extra days at the beginning or the end of the school term. No teacher shall be required to work any longer than the 183 day school term.

Teachers covered by this agreement and employed for a position that requires working beyond the 183 days shall be compensated at their per diem rate of pay for each day worked. The teacher and their immediate supervisor will mutually agree in writing to the number of additional workdays required to prepare for and/or complete their job for the given school term. Notice and approval of this written agreement between the teacher and their immediate supervisor will be given to the Director as well as the President of the Association prior to the start of the teacher's additional workdays.

B. Social Workers, Psychologists and Behavior Management Specialists

The school term shall be adjusted so that the actual number of work days shall consist of no more than 188 days including institutes for Social Workers and Psychologists; and no more than 194 days for Behavior Management Specialists. Employees covered by this agreement and employed for a position that requires working beyond their identified number of work days shall be compensated at their per diem rate of pay for each day worked. The employee and their immediate supervisor will mutually agree in writing to the number of additional workdays required to prepare for and/or complete their job for the given school term. Notice and approval of this written agreement between the employee and their immediate supervisor will be given to the Director as well as the President of the Association prior to the start of the employee's additional workdays.

7.6 Plan Time

Each teacher shall have a minimum of 150 minutes per week of plan time. Plan time shall be defined as time when teachers do not have the responsibility for supervising students. The goal of the Administration will be to provide plan time in thirty (30) minute increments during the student day. The teacher workday shall not be extended as a result of the teacher's plan time. Teachers shall not be responsible for planning alternative activities for their students for the time the teachers are in plan time. Teachers shall have access to material resources outside the presence of students during plan time.

The Administration acknowledges the need of the remaining employee groups to plan for lessons and activities within their distinct responsibilities. These employees are encouraged to discuss with their immediate supervisor the use of flexible scheduling to accommodate their planning needs.

7.7 Internal Substitution

Every effort shall be made to find qualified substitute teachers. In the event a teacher internally substitutes, the Board shall compensate the teacher \$24.00 in FY 09, \$25.00 in FY 10, \$26.00 in FY 11, \$27.00 in FY 12 and \$28.00 in FY 13 per clock hour in addition to the teacher's regular contracted rate for time engaged in internal substitution. Internal substitution is defined as:

- a. when there are two classes, each of which has a separate teacher, one of the teachers is absent, both classes are combined, and one teacher is responsible for both classes; or
- b. when a teacher teaches a class during the teacher's regularly scheduled preparation time.

The maximum amount of internal substitution per day is six (6) hours for a full day's internal substitution. No teacher shall be required to internally substitute teach. Re-assigned bargaining unit members other than a classroom teacher will not receive extra compensation for internal substitution, with the exception of a teacher's plan period.

7.8 Vacancies and Notices

A. Posting of Vacancies

If the Board determines that a vacancy exists in a teaching or promotional position, the Board shall post a vacancy notice for the position at the SASSED Central Office and Highland Hills Office and SASSED website.

B. Voluntary Transfers

Any employee presently on tenure or eligible for continuing contractual status in SASSED may request a transfer to another program location and/or program where a vacancy exists. Such application shall be in writing to the Program Administrator and the Director. The qualifications, certifications, interests and

aspirations of the individual employee shall be considered in all transfers, however, the Director reserves the right to approve or disapprove all requests.

C. Notification of Assignment

The Administration reserves the right to determine assignments or change assignments for employees. The employee affected, and the Association shall be notified as soon as practicable following a decision to change the employee's assignment. No assignment shall be changed arbitrarily.

The Association and the Administration recognize the value of conferring regarding the change. If an employee's assignment changes, SASSED will provide the employee with the work calendar, the reason for the change, an opportunity to express his/her concerns regarding the change, and assistance to prepare for the change in assignment.

D. Involuntary Transfers

Employees involuntarily transferred prior to the first day of pupil attendance, shall have the right to resign, provided they submit a letter of resignation to the Director no later than ten (10) business days after written notice of transfer has been mailed by registered mail. Employees involuntarily transferred at any other time during the school term may submit, without prejudice, a request to the Director that every opportunity be made to find a suitable replacement for the employee and if such replacement is secured, that employee be allowed to resign.

In any instance when it becomes necessary to involuntarily transfer an employee, and more than one employee is equally qualified, the least senior employee shall be involuntarily transferred.

7.9 Employee Day

- A. All employees shall be provided a duty free uninterrupted lunch period equal to the regular local school lunch period but not less than thirty (30) minutes in each school day. Such lunch period shall occur during the time of the student lunch periods. Any deviation to this schedule shall be made by mutual agreement between the employee(s) and the immediate supervisor. Notice of such deviations must be given to the Director and Association President, by the immediate supervisor, within five (5) work days of the decision.
- B. The teacher's normal workday shall not be more than 7 ½ hours per day inclusive of a duty free lunch period. Teachers may leave at the end of the student's day on days preceding holidays after all students have departed from the school site.

Psychologists, Social Workers and Behavior Management Specialists normal work day shall not be more than 8 hours per day inclusive of a duty free lunch

period. These employees may leave at the end of the student's day on days preceding holidays after all students have departed from the school site.

- C. Through mutual agreement between the employee and his/her immediate supervisor, the employee may work through the duty-free lunch period and leave the workplace an equal time earlier.

7.10 Discipline

- A. No employee shall be disciplined except for just cause. As used herein, discipline shall not include reduction-in-force, dismissal or termination, the issuance of a notice of remedial warning, or any recommendations for improvements of performance or alteration of personal conduct contained in an evaluation document or conference.
- B. Whenever a conference between an employee and a supervisor and/or administrator is held in which there is a discussion of termination of the employee, suspension of the employee with or without pay, or a written reprimand of the employee, at the request of the employee, the employee shall have the right to have an Association representative present. The employee shall be granted not more than one (1) day to obtain an Association representative, however, such time may be less in the event of an emergency. If an appropriate request for representation is made and a representative is not available within the one (1) day time limit, the employee may be questioned without a representative being present.

7.11 Health and Safety

- A. Work Environment

An employee shall not be required to work under unsafe or hazardous conditions, provided at all times the employee's responsibility shall be the protection of students and their continued safety and well being. SASSED shall provide maintenance services to ensure that every employee and student are provided a clean and sanitary work/school environment. No employee shall be required to provide any cleaning services other than in an emergency situation when the safety and health of a student is in jeopardy.

- B. Immunization/Communicable Diseases/Student Health Plans

At least once during the term of this Agreement, the Board shall offer employees immunization against tetanus and hepatitis B, provided this section shall be

inoperative if appropriate health officials recommend that either or both of such immunizations be discontinued or deferred.

If a student has a known or suspected communicable disease, notification to staff and others will be made to the extent necessary, and within the current ISBE guidelines, to minimize the health risk to staff and others.

Employees shall be provided information with regards to the specific health impairment and/or specialized medical procedures of their students. Students with serious medical conditions will have a health plan developed by a registered or certified school nurse within 20 school days of the student's first day of school. Returning SASED students will have their health plan developed by a registered or certified school nurse in place within 30 school days of the start of the school year.

C. Learning Environment

If a student is exhibiting behaviors that will result in the student presenting a danger to himself or others, the following must occur:

- The student's individual behavior intervention procedures from the Individual Education Plan (IEP), and/or Functional Behavioral Analysis/Behavior Intervention Plan (FBA/BIP) must be implemented.
- If after performing the prescribed interventions the student still presents a danger to the students' or others' safety, the student may be temporarily removed from the learning environment in accordance with emergency procedures for that building.
- Upon the removal from the learning environment the teacher shall immediately notify the Building and Program Administrators.

D. Injury to Employees

Injuries to employees by students shall continue to be regarded by the Board as a matter of grave concern. The Board recognizes the lawful right of an employee to protect him/herself in a case of an unavoidable injury.

Any case of injury to an employee shall be promptly reported to the Administration. The SASED Director shall provide reasonable assistance to advise the employee generally of his/her rights and obligations with respect to such injuries and shall render reasonable assistance to the employee in handling the incident by law enforcement authorities, provided the employee shall have acted within the scope of his/her employment and pursuant to Board policy.

In accordance with the applicable provisions of The School Code, the Board shall provide indemnification and protection for claims and suits against an employee.

Work time lost by the employee because of an injury caused by a student which occurs within the scope of employment and within Board policy shall result in no loss of wages to the employee less any salary received from Workers' Compensation and shall not be charged to the employee's sick leave for the fourth, fifth and sixth consecutive days.

E. Medications

Employees, except registered or certified school nurses, shall not be required to administer medication to students as provided in The School Code.

7.12 Parent-Teacher Conferences

The following principles shall pertain to Parent-Teacher Conferences:

- A. Such conferences shall be scheduled according to the housing District's schedule, and employees shall follow the same conference schedule as the District's teachers.
- B. Employees shall be compensated for the conference time in compensatory time for all Parent-Teacher conferences outside the employee's regular workday.
 - a. Any deviations in the conference days or times shall be worked out between the employee and the immediate supervisor with notification of the agreement given to the SASSED Director and the Association President.

7.13 Procedures for Reduction in Tenured Employees

The Director shall give the Association President or designee an opportunity to discuss proposed reductions in force prior to the Board of Control taking action.

- A. If the Board of Control of SASSED determines, because of economic necessity, to decrease the number of tenured employees or to discontinue some particular type of service, the Board of Control will first remove or dismiss all non-tenured employees before removing or dismissing any tenured employee who is legally qualified to hold a position currently held by a non-tenured employee.
- B. Length of service is defined as the amount of continuous service as a tenured employee in SASSED.
- C. Part-time employees who have achieved tenure will accrue seniority prorated according to their accumulated continuous FTE.

- D. Periods of authorized leaves of absence and periods during which the employee is on recess shall not interrupt continuous service, but all such periods of leave other than for sick leave, FMLA, or other approved leaves less than sixty (60) school days shall not be counted in determining length of service.
- E. All tenured employees' seniority shall be based on the date they were employed by the Board. If employees share the same seniority date and a decision is needed as to which employee has more seniority, the basis of the decision will be then be the date the employee started on the job. If dates are still shared a coin toss will be used.

7.14 Job Sharing

Job sharing shall be defined as an employment arrangement proposed by two employees (each, a "partner") or suggested by supervisors in which the partners share one position. One (1) position is defined as a full day assignment on a daily basis for one school year. A written proposal for job sharing will be considered under the following conditions:

- A. The written proposal for job sharing must be submitted for consideration to the Program Administrator and Director no later than March 1 of the year prior to the year for which the job sharing is proposed.
- B. The proposed job sharing will be in the best overall interest of the student(s), the program and member districts.
- C. The proposed job sharing is for a single entire school year. There will be no guarantee of job sharing or of employment in the same position with respect to the following school year.

Each of the partners is responsible for one half (1/2) of each regular school day (morning or afternoon) or the entire regular school day(s) each week mutually agreed upon with the Administration. Each of the partners will share responsibility for all other duties relating to the position, provided that will attend all applicable building, district, and/or SASSED program meetings, student IEP/MDC meetings, parent teacher conferences, staff trainings, program planning meetings and any other responsibilities specific to the position being shared.

- D. The salary of each partner will be prorated based upon the time worked by such partner during the job sharing. Benefits available to certified staff, including medical and other insurance, sick leave and other benefits and compensation, as well as accumulation of time for purposes of rights to move a step on the salary schedule and to add a year of seniority, will be prorated on the same basis between the partners.
- E. If one partner is unable to complete the job share, the other partner will be responsible for the position.

- F. Neither the job sharing proposal nor approval or disapproval of it is subject to the grievance procedure set forth in Article IV of this Agreement.

7.15 Pay Periods

The maximum number of pay periods for employees shall be twenty-four (24). Pay periods shall be on the 15th and last day of the month.

ARTICLE VIII

TERMINATION OF AGREEMENT

8.1 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or overturned by a newly adopted law, said article, section, or

clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain full force effect for the duration of the Agreement if not affected by the deleted article, section or clause.

8.2 Effective Date and Duration

This Agreement shall be effective, to the extent feasible on the first teacher employment day of the 2008-2009 school term. This Agreement shall expire at 11:59 p.m. on the day prior to the commencement of the 2013-14 school term based on the SASSED school calendar.

IN WITNESS WHEREOF

Chairperson
Board of Control, School Association
for Special Education DuPage

President
School Association for Special Education
DuPage Education Association, IEA-NEA

Date

Date