



# **Negotiated Agreement**

**Between**

**Lincoln-Way Area Special Education  
Joint Agreement District 843**

**and**

**Lincoln-Way Area Support Personnel  
Organization**

**2015-2016**

**2016-2017**

**2017-2018**

**2018-2019**

## TABLE OF CONTENTS

<b>ARTICLE I</b>	<b>RECOGNITION AND JURISDICTION</b> .....	<b>3</b>
<b>ARTICLE II</b>	<b>EFFECT OF AGREEMENT</b> .....	<b>3</b>
<b>ARTICLE III</b>	<b>LEAVES</b>	
	Sick Leave .....	<b>4</b>
	Personal Leave Days.....	<b>4</b>
	Condolence Leave.....	<b>5</b>
	Unused Sick Leave Day.....	<b>5</b>
	Family Medical Leave Act .....	<b>6</b>
	General Leaves of Absence .....	<b>6</b>
	Parental Leave .....	<b>7</b>
	Conditions Applicable to All Leaves Other Than Sick Leave or Disability....	<b>9</b>
	Permanent Disability.....	<b>10</b>
	Jury Duty .....	<b>10</b>
<b>ARTICLE IV</b>	<b>EVALUATION</b> .....	<b>11</b>
<b>ARTICLE V</b>	<b>GRIEVANCE PROCEDURE</b>	
	Introduction .....	<b>13</b>
	Procedures .....	<b>13</b>
	Authority of the Arbitrator.....	<b>14</b>
	Statement of Basic Principles.....	<b>14</b>
<b>ARTICLE VI</b>	<b>WORKING CONDITIONS</b>	
	Work Year .....	<b>16</b>
	Hours .....	<b>16</b>
	Assignments .....	<b>17</b>
	Mentoring .....	<b>17</b>
	Professional Learning Community.....	<b>17</b>
<b>ARTICLE VII</b>	<b>COMPENSATION</b>	
	Hospitalization and Major Medical .....	<b>17</b>
	Dental Coverage .....	<b>18</b>
	Insurance Committee .....	<b>18</b>
	Mileage Reimbursement.....	<b>18</b>
	Compensatory Time.....	<b>18</b>
	Professional Development .....	<b>19</b>
	Supervision of Interns and Mentors .....	<b>19</b>
	Life Insurance .....	<b>19</b>
	Salary Schedule .....	<b>19</b>
	Horizontal Advancement .....	<b>21</b>
	Retirement Recognition Incentive .....	<b>21</b>
	Limitation on TRS Creditable Compensation.....	<b>23</b>
 (Please see next page)		
<b>ARTICLE VIII</b>	<b>AMERICANS WITH DISABILITIES ACT</b> .....	<b>23</b>

<i>ARTICLE IX</i>	<b>EXTERNAL LAW .....</b>	<b>24</b>
<i>ARTICLE X</i>	<b>MANAGEMENT RIGHTS .....</b>	<b>24</b>
<i>ARTICLE XI</i>	<b>REDUCTION IN STAFF PROCEDURES .....</b>	<b>25</b>
<i>ARTICLE XII</i>	<b>DURATION.....</b>	<b>26</b>

## **ARTICLE ONE**

### RECOGNITION AND JURISDICTION

- A. The Employer, Lincoln-Way Special Education Joint Agreement District 843, Will County, hereinafter referred to as the EMPLOYER or BOARD, recognizes the Lincoln-Way Area Support Personnel Organization hereinafter referred to as the UNION, as the exclusive bargaining agent for all full-time certified school psychologists and school social workers employed by Joint Agreement District 843. Excluded from the bargaining unit are those supervisors, managers, confidential employees and short term employees (pursuant to Sections 2(b), 2(g), 2(n) and 2(o) of the Illinois Educational Labor Relations Act), including but not limited to, the Director and Supervisors.
  
- B. The term "Employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the Negotiating unit as determined in paragraph "A" above.

## **ARTICLE TWO**

### EFFECT OF AGREEMENT

#### **Section 2.1 No Strike**

During the term of this Agreement neither the Union nor its agents nor any member of the bargaining unit will, for any reason, engage in a strike, concerted activity which would result in a withholding of services, slowdown or disruption of Employer business, or in any other way interfere with the work and/or statutory functions or obligations of the Employer.

#### **Section 2.2**

The Board and Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Accordingly, the Board and Association hereby understand and agree that:

1. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours and terms and conditions of employment for employment for employees covered by this Agreement.
  
2. This agreement may not be supplemented or amended during its term except for any impact or effects bargaining that may be requested by the Association and any mid-term bargaining that may be requested by the Board.
  
3. Any individual contract between the Board and an individual bargaining unit member heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any

language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **Section 2.3**

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

## **ARTICLE THREE**

### **LEAVES**

#### **A. Sick Leave**

Each employee shall be entitled to fifteen (15) sick leave days per school term without loss of pay. Accumulated sick leave shall be unlimited. Employees who have worked for the cooperative for fifteen (15) years as of 6/30/2015, will be entitled to 20 days of sick leave per year.

Sick leave days shall be interpreted to mean personal illness or illness in the immediate family or household as defined in the *Illinois School Code*. Should a sick leave day be needed on the day before or after a holiday, the employee shall notify the Director on that day as to the reason for the request. In addition, an employee may use up to two (2) days of sick leave annually due to the death of someone not covered under the *Illinois School Code* as noted above. An employee who does not report to work on the first day of the school year must submit documentation from a licensed physician indicating that the employee was unable to attend the first day of the school year due to illness in order to be entitled to the sick leave days provided for that school year. The Director may require a physician's certificate after three (3) consecutive days' absence or as the Director may deem necessary.

#### **B. Personal Leave Days**

Each employee shall be entitled to two (2) days per school term without loss of pay for conducting personal business that cannot be scheduled during nonworking hours. This provision is subject to the following:

1. Employees using personal leave days for reasons other than conducting personal business that cannot be scheduled during nonworking hours shall be subject to disciplinary action.
2. Applications for personal leave days shall be filed, on a form developed by the employer, with the Director at least five (5) days in advance. If an emergency arises, the five-day notice requirement shall be waived and the employee shall notify the

Director as soon as possible. The applicant shall indicate the reason for the request only when an emergency arises and the five-day notice requirement cannot be met.

3. No personal leave days will be granted on the day immediately preceding or following a holiday or school break unless specifically approved by the Director
4. No personal leave days can be taken during the first or last week of school unless specifically approved by the director.
5. Personal leave days are not cumulative as such, but unused personal leave days will be applied to the accumulated sick leave days at the end of each school term.

**C. Condolence Leave.**

Three bereavement days may be granted by the Director due to the death of an immediate family member. This leave shall not be cumulative.

Definition of “immediate family” per *Illinois School Code*:

Parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. (Source: P.A. 86-838)

**D. Unused Sick Leave Days**

Employees who have been employed for three (3) years or more have the following options for unused sick days upon resignation or retirement:

1. The employee may receive forty dollars (\$40.00) per unused sick leave day up to one hundred eighty (180) days at the time of retirement or resignation. Reimbursement for unused sick days will be paid following the last day of service and within 45 calendar days of the issuance of the final paycheck of regular earnings. Employees who submitted their notice of retirement prior to June 30, 2015 shall be entitled to receive the sick-leave buy back benefit set forth in Article Three, Section D of the 2013-2015 Agreement at the time of their retirement.
2. The employee may bank the unused sick leave days with TRS.

Payment or banking of unused sick days must adhere to the following provisions:

- a. Employees who have been dishonorably dismissed by Board action do not qualify.
- b. Only sick leave days accumulated in District 843 shall be used in calculating the amount paid.
- c. Only those sick leave days, which have not been reported to TRS for service credit purposes, shall be paid.

- d. Employees who resign with less than three (3) years employment with the District will have accumulated sick days banked with TRS.
3. Employees released by a Reduction in Force action will be entitled options 1 and 2 listed above regardless of years employed by District 843.

E. **Family Medical Leave Act.**

Teachers who have been employed by the Board for twelve (12) months shall be eligible for medical and/or family leave in accordance with the Family and Medical Leave Act. Such leave shall be unpaid unless accumulated sick or personal leave is available to a teacher. The board shall not require a teacher to use available paid sick leave and/or personal leave for absences covered under the terms of this Act. The teacher may, however, choose to do so.

An eligible teacher is entitled to up to twelve (12) work weeks of FMLA leave during a twelve (12) month period for the following purposes:

1. The birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
2. The placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
3. The care of the teacher's spouse, child, or parent with a serious health condition; or
4. The treatment of a serious health condition.

An eligible teacher's use of leave under another section of this Agreement for one of the purposes set forth above shall also be considered as an FMLA leave under this Section, and shall be counted against the foregoing twelve (12) week period.

F. **General Leaves of Absence**

The Board of Education may grant a leave of absence for various purposes. Such leave may be for the balance of the current school term and one additional full school term and shall be without pay and benefits unless otherwise specified by the Board. All requests for leaves shall be made on a form provided by the Administration. The granting or non-granting of such requests shall be non-precedential and non-grievable. Reasons for the Board considering such leaves may include, but are not limited to, the following:

1. Family or medical leave not covered by the following section of this agreement subject to the procedures applicable as developed by the Director;
2. Formal approved education program designed to acquire additional course credit that is related to an Employee's current assignment as solely determined by the Director;
3. Foreign, military or government sponsored programs;
4. Cultural travel or work programs related to professional activities;

5. Campaigning for a public office to the extent necessary for such activities;
6. Health and hardship;
7. Serving in a public office;
8. Other good reasons as determined solely by the Board or designee.

**G. Parental Leave**

A tenured employee shall be granted parental leave without pay or other benefits subject to the following conditions:

1. In case of pregnancy of an employee:
  - a. The employee shall advise the Director of her pregnancy no later than the fourth (4<sup>th</sup>) month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement indicating the expected date of delivery. Application for parental leave shall be made in writing to the Director at least ninety (90) calendar days before the anticipated birth of the child.
  - b. The employee and the Director or designee shall mutually determine the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree. The leave shall not exceed the balance of the school term in which it commences. Unless excepted by the Board, which exception shall not be reviewable or precedential, such leave shall commence within six months after the birth of the child and terminate immediately prior to the start of a new school term. Under exceptional circumstances, the Board may grant a parental leave that would extend beyond the school year in which the leave commences. The granting or withholding of such leave shall be without precedential effect and non-grievable.
  - c. Sick leave shall not be applicable during the period of parental leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to active employment in the District.
  - d. With the consent of the insurance carrier, the employee may maintain medical insurance benefits by making timely payments of all premiums which may be due to the Business Office or elsewhere pursuant to its direction.
  - e. Any employee who has been employed one hundred (100) days of the school term prior to the commencement of such leave shall be entitled to such salary advancement as she would have had if the leave had not been granted. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for salary advancement.



- f. No later than February 15, or fifteen (15) days after the start of the leave, the employee on parental leave shall advise the Director or designee, in writing, of his/her intentions for the next school year.
2. Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Director in writing upon the later of the initiation of the legal proceedings therefore or the employee's acceptance by an adoption agency, whichever shall be applicable. Leave shall be granted upon satisfactory written notification to the Director of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Director informed of the status of the proceedings, and, as soon as known, the expected day of receipt of the child. The leave shall not exceed the balance of the school term in which it commences. Unless excepted by the Board, which exception shall not be reviewable or precedential, such leave shall commence within six months after receipt of the child and terminate immediately prior to the start of a new school term.
3. A parental leave may be granted to a second-fourth year employee, subject to all the conditions applicable to a tenured employee, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the *Illinois School Code* for purposes of continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the employee shall be considered as commencing his/her second, third, or fourth probationary year, as is appropriate. The granting of such leave to any non-tenured employee shall not constitute a precedent for the granting or withholding of leave of any other non-tenured employee. Each request shall be judged on its own merits and shall be within the sole and non-reviewable discretion of the Board. Additional conditions may be considered for any such leave; provided nothing herein shall be construed as requiring any non-tenured employee to apply for such leave or to accept the conditions established therefore. All leaves hereunder shall be subject to the FMLA leave procedures.
4. Anything in this Section to the contrary notwithstanding, an 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, however, that under exceptional circumstance the Board may grant such a leave in its sole, absolute and non-reviewable discretion. The granting or withholding of such leave shall be without precedential effect.
5. Nothing in this section shall be construed as requiring any employee to apply for parental leave. An employee not eligible for or not desiring such leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she shall be granted leave of absence without pay or other benefits during such period of disability.

Such employee shall return to employment immediately following the termination of actual disability, as certified by the employee's physician, or if the Board chooses, a physician of the Board's choice.

6. A male employee who has entered upon contractual continued service shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this section. Eligibility for such leave shall rest upon the anticipated birth of the child or upon his planned adoption of a child.
7. An employee granted a leave of absence hereunder shall agree in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the employee agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.
8. Any employee having been granted a leave under parental leave may request cancellation of the leave. Granting or denying such leave cancellation shall be discretionary with the Board and shall be non-precedential.
9. If, during the leave, the purpose for such leave terminates and the employee wishes to return to service prior to the expiration of such leave, subject to the employee's qualification, the employee will be assigned to an available vacancy for which she/he is qualified.
10. An employee returning from parental leave will be assigned a position for which she/he is qualified for which a vacancy exists. Upon resuming duties following parental leave the employee shall be placed on the salary schedule at a step not lower than that to which she/he was entitled at the time the leave was granted.
11. Employees who choose to take parental Leave would not otherwise be dismissed as a result of a normal reduction in force. Employees on this unpaid leave shall neither accrue nor lose seniority.
12. Under exceptional circumstance, the Board may waive the period of notification in granting a parental leave. Such Board action shall be without precedential effect and non-grievable.
13. Nothing in this Section limits the right of the employee from requesting a leave under the provisions of the Family and Medical Leave Act of 1993.

**H. Conditions Applicable to All Leaves Other Than Sick Leave or Disability Leave**

1. Upon returning from leave to active employment, an employee will receive an assignment suitable to his/her professional preparation, provided that leave status will not exempt an employee from a Reduction in Force Placement in his/her previous assignment is not guaranteed. Time on leave shall not count for salary advancement.
2. Leaves which are approved by the Board shall be without loss of tenure for tenured employee, or without loss of length of service credit or accumulated sick leave in the case of any employee, but the time on leave shall not count towards continuous service or employment by the Board. Additional sick leave shall not accrue during the

duration of the leave. Employees on approved leaves of absence may participate in available District medical-dental insurance programs but at the expense of the Employee subject to the consent of the insurance program.

3. In all instances where an employee is granted an unpaid leave of one (1) calendar month or more, as a condition thereof, the employee shall advise the Director in writing no later than February 15th, prior to the termination of such leave, of his/her intent to return to employment. In the event that an employee is granted a leave of one (1) calendar month or more, which leave will commence after February 15, as a condition thereof, the employee shall advise the Director in writing no later than May 15 or two (2) weeks prior to the termination of such leave, whichever shall occur first of his/her intent to return to employment. Failure to advise the Director on said date of the intent to return as required herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.
4. In cases of request for a leave, the Director may designate an administrator to act in his/her stead.
5. Any unpaid leave granted or extended after execution of this Agreement shall not be counted in determining the length of continuing service for purposes of seniority within the meaning of Section 24-12 of *The School Code*.

**I. Permanent Disability**

In the event any employee has utilized all sick leave benefits and requests an unpaid leave of absence for personal health reasons, such leave shall be granted upon the condition that the employee is eligible for disability benefits under the Illinois Teachers' Retirement System. The employee shall be deemed to be permanently disabled if the employee has been continuously absent from his/her duties for a period of one hundred eighty (185) work days or upon exhaustion of sick leave, whichever shall occur later. If, at the conclusion of such leave, the employee is unable to return to work, said employee shall conclusively be determined to be totally and permanently disabled and his or her employment shall cease. In such case, the Board shall assist the employee to obtain any disability benefits that the employee may be entitled to receive.

**J. Jury Duty**

There shall be no loss in salary because of jury duty provided that any compensation received, less travel expenses, shall become the property of the Board. Any employee who missed work due to jury duty must submit proof of attendance for each day signed by a court official.

## ARTICLE FOUR

### EVALUATION

#### A. Definitions

1. **Formal Observations.**

Situations where a supervisor observes the employee in the performance of his/her responsibilities only after the supervisor has indicated in advance the time and place for the observation. A pre-observation conference will precede each scheduled observation and a post-observation conference will be scheduled to occur within a twenty (20) school days of the evaluator receiving notification of completion of staff's post evaluation reflection.

2. **Informal Observations.**

Situations where a supervisor observes the employee in the performance of his/her responsibilities, either in or out of the classroom. Employees shall be aware that their performance is considered to be under continuous observation. Written feedback of these observations shall be presented to the teacher within five (5) school days.

3. **Formative Evaluation.**

The continuous process of appraising an employee's performance using formal and informal observations as the basis for giving the employee feedback regarding the employee's performance.

4. **Summative Evaluation.**

A periodic written summary of the appraisal of the employee's performance. While formative evaluation(s) shall play an important part, data for the summative evaluation shall not be limited to feedback provided during the formative evaluation process.

5. **Immediate Supervisor.**

The employee's immediate supervisor or a person designated by the immediate supervisor to act in the immediate supervisor's place.

#### B. Procedures.

1. Probationary Employees. Each school year, the immediate supervisor shall conduct at least two (2) formal observations and one (1) informal observation of all probationary employees who were employed before November 1.

The scheduled observation shall occur before March 1. Supervisors are not required to conduct a scheduled observation of employees who begin their employment on or after November 1.

Before March 1 of each school year, the immediate supervisor of the probationary employee shall schedule at least one conference with the employee at which time the employee shall be given a copy of the summative evaluation of the employee's performance. Two copies of the summative evaluation, signed by both the supervisor

and the employee, shall be prepared. One copy shall be given to the employee and the other copy placed in the employee's personnel file.

2. Tenured employees. At least once every two years the immediate supervisor of each tenured employee shall prepare a summative evaluation of the employee. Preceding the summative evaluation, the supervisor shall conduct at least one (1) formal and one (1) informal observation of the employee to assist in the development of the summative evaluation.

Two copies of the summative evaluation, signed by both the supervisor and the employee, shall be prepared. One copy shall be given to the employee and the other copy placed in the employee's personnel file.

Except under extenuating circumstances preventing completion of evaluations, all evaluations of tenured employees will be discussed and delivered to the employee prior to one week before the end of the school year. Extenuating circumstances will include, but not be limited to, an employee's extended absence due to leave, illness or student teaching.

**C. Notification.**

Scheduled observations will take place only after the employee's immediate supervisor has conducted an orientation session, indicating the evaluation procedures that will be used.

**D. Employee's Signature.**

An employee's signature on the summative evaluation or any other written evaluations indicates only that he/she has seen the report.

**E. Objections to Evaluation.**

In the event any employee believes his/her written evaluation was incomplete or inaccurate, he/she may put the objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

**F. Consulting Teacher.**

In the event that a consulting teacher/employee is required to conform to the law regarding one or more teachers placed on a remediation plan, the Board agrees to select the consulting teacher according to the provisions of law.

Each consulting teacher/employee shall be compensated five hundred dollars (\$500) for each twelve-month remediation plan with which he/she assists. In addition, then consulting teacher/employee will be released from teaching duties whenever the remediation plan specifies that such release is needed.

**G. Evaluation Committee.**

The Board and Association agree that a committee composed of the Director/designee and three (3) employees appointed by the Association will meet to develop an evaluation plan and format. Annual meetings will be planned with the above participants and will be

scheduled to review and/or revise the evaluation plan if necessary. Revisions will be made if mutually agreeable, subject to Board approval. All evaluation plans will be in compliance with The *Illinois School Code*, Chapter 122, Article 24A (Evaluation of Certified Employees).

## ARTICLE FIVE

### GRIEVANCE PROCEDURE

#### A. Introduction

##### 1. Definition

A grievance shall be defined as a complaint by a member(s) or the Organization that there has been an alleged violation, misapplication, or misinterpretation of the terms of the Agreement.

##### 2. Time Limits

All time limits consist of school days, except when a grievance is submitted fewer than twenty (20) days before the close of the school term (school year), then time limits shall consist of business days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. A business day is defined as a day on which the district administration office is open for business.

Any grievance initiated pursuant to these procedures shall be initiated at Step One within twenty (20) days of the occurrence of the matter to be grieved. Failure of any member or the Organization to act on a grievance within the prescribed time limits will act as a bar to any further processing thereof.

#### B. Procedures

The parties hereto acknowledge that it is usually most desirable for a member and the member's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the member or the Organization, a grievance may be processed as follows:

**Step One** (Optional) — The member or the Organization may present the grievance in writing to a chosen supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The nature of the grievance shall be stated, noting the specific clause or clauses of the Agreement on which the grievance is based. The Organization's representative(s), the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Organization shall be provided with the supervisor's written response, including the reasons for the decision.

**Step Two** — If Step One was used and the grievance was not resolved, then the grievant or the Organization may refer the grievance to the Director or the Director's official designee within ten (10) days after receipt of the Step One answer. If Step One is not

used, the grievant or Organization can present the grievance in writing to the Director of the Director's official designee. The nature of the grievance shall be stated, noting the specific clause or clauses of the Agreement on which the grievance is based. The Director shall arrange with the Organization representative(s) for a meeting to take place within ten (10) days of the Director's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Organization and grievant shall be provided with the Director's written response.

**Step Three** — If the grievance is not resolved at Step Two, within ten (10) days after the receipt of the Director's written response, the grievant or the Organization may file the grievance with the Board. Within thirty (30) days after such written grievance has been received by the Board, the Board will hold a meeting to hear the grievance. Within ten (10) days after the grievance meeting with the Board, the Board will submit its written decision to the grievant and the Organization.

**Step Four** — If the Organization is not satisfied with the disposition of the grievance at Step Three, the Organization may submit the grievance to final and binding arbitration through the American Arbitration Association or the National Academy of Arbitrations, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days after the Organization receives the Step Three answer, then the grievance shall be deemed withdrawn.

Neither the Board nor the Organization shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party. The fees and the expenses of the arbitrator shall be shared equally by the parties

**C. Authority of the Arbitrator**

The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement which have been allegedly violated. An arbitrator's decision made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Article shall be final and binding on the Board, the Organization and the grievant.

**D. Statement of Basic Principles**

1. **Released Time** — It is agreed that, in general, the investigation or processing of a grievance shall be conducted without interrupting the instructional program and related work activities of the grieving member or of the staff. Should the investigation or processing of any grievance in the opinion of the Director require member(s) and/or Organization representative(s) be released from their regular assignments, the member(s) and/or Organization representative(s) shall be released without loss of pay or benefits.
2. **No Written Response** — If no written decision has been rendered within the time limits indicated by the step, then the grievance may be processed to the next step. Time limits, however, may be extended by written mutual agreement.

3. **Illness** — When the presence of a participant of a grievance hearing is required by either party, illness or other incapacity of said participant shall be grounds for any necessary extension of grievance procedure time limits.
4. **Board-Administration Cooperation** — The Board and the administration shall cooperate with the Organization in the investigation of any grievance.
5. **No Reprisals Clause** — No reprisals shall be taken by the Board or the administration against any member because of the member's participation in a grievance.
6. **Grievance Withdrawal** — A grievance may be withdrawn or settled at any level without establishing precedent.
7. **AAA Rules** — At the request of either party, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.
8. **Pertinent Information** — The Organization shall be furnished on request pertinent and readily available information relevant to the processing of the current grievance. Nothing herein shall require the Board or administration to research or assemble information.
9. **Bypass to Next Step** — If the Organization and the Director agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
10. **Bypass to Arbitration** — If the Director and the Organization agree, a grievance may be submitted directly to arbitration.
11. **Class Grievance** — Class grievances involving one or more members or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Organization at Step Two.
12. **Association Participation—Member Not Represented** — When a member is not represented by the Organization, the Organization shall reserve the right to have its representatives present to state its views at any stage of the grievance procedure.
13. **Board-Organization Right of Representation** — Every member shall have the right to present grievances in accordance with these procedures. The Board acknowledges the right of the Organization to assist or to be present at any level of the grievance procedure and the Organization acknowledges the right of the Board or any member of the Administration to receive assistance as desired in any step of the grievance procedure. The grievant shall be present at any grievance discussion when the administration, Organization or other member representative deems it necessary. No member shall be required to discuss any grievance if the Organization's representative is not present. At any stage of the grievance procedure the grievant may be represented by a representative of his/her choice.



14. **Right of Informal Resolution** — Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of the Organization representatives, provided the adjustment is not inconsistent with the terms of this Agreement.
15. **Shared Expenses of Arbitration** — The parties to any arbitration proceedings shall bear equally the fees and expenses of the arbitrator. All other expenses related to the arbitration will be borne by the party incurring the expenses including, but not limited to, the expenses of investigating the grievance, the expenses of any witnesses called by such party, and the cost of a transcript if requested by only one party. If only one party requests the postponement of an arbitration, that party shall bear the costs of postponement, so long as additional costs were not incurred by the actions of the non-requesting party.
16. **One Forum** — If the Organization or any employee files any claim or complaint in any forum other than the grievance procedure of this Agreement, the Board shall not be required to process the same grievance through the grievance procedure.
17. **Filing of Materials** — All records related to a grievance shall be filed separately from the personnel files of employees.

## **ARTICLE SIX**

### **WORKING CONDITIONS**

#### **Section 6.1 Work Year**

The work year shall consist of one hundred eighty-five (185) work days scheduled within ten (10) days prior to District 843's first institute day and four (4) days following the last day of classes of the school district in which the employee's assignment is located. Work schedules shall be approved by the employee's supervisor. Employees required to work more than one hundred eighty-five (185) days shall be paid on a per diem basis with preapproval from his or her supervisor. Employees will be expected to work on student attendance days determined by the calendar of the district(s) in which the employee is assigned. However, with prior approval of his or her technical supervisor, an employee is allowed to miss up to four (4) student attendance days (no more than three (3) consecutively) provided those days are made-up within the work schedule noted above.

#### **Section 6.2 Hours**

The length of the work day for all bargaining unit employees shall be seven and one half (7 1/2) hours and will coincide with the building he/she is assigned to for the school year. The work day for staff that travel to more than one building during the day shall

not exceed seven and one half (7 1/2) hours. All staff shall be provided a duty free lunch as required by law (currently 30 minutes).

### **Section 6.3 Assignments**

All employees shall be notified on or before May 20 of their tentative assignment for the following year. If changes in the assignments become necessary after the original notification, employees shall be notified of the new assignments as soon as possible and, if the employee requests, the Director will meet with the employee for a discussion about the change.

### **Section 6.4 Mentoring**

Mentors will be assigned by mutual agreement between the Administration and the employee. Mentors will assist non-tenured employees in learning about policies, paperwork, and instructional procedures of District 843 and his/her assigned school district, when both the mentor and the non-tenured employee work in the same district. The details of the expectations for the mentoring program will be reviewed annually by a committee of three (3) organization members and two (2) administrators. The Director and President of the Organization shall be provided a list outlining the assigned mentors, affected employee, and their supervising administrators.

### **Section 6.5 Professional Learning Community (PLC)**

PLC meetings with psychologists and social workers will be held at least once per quarter. These meetings will be scheduled during the work day (either AM or PM) and all psychologists and social workers are expected to attend.

## **ARTICLE SEVEN**

### **COMPENSATION**

#### **A. Hospitalization and Major Medical**

The Board shall select the carrier. The board shall provide

- One hundred (100) percent of the cost of individual coverage and seventy (70) percent of the cost of dependent coverage, under a group health management organization (HMO) plan, or
- Ninety-two (92) percent of the cost of individual coverage and sixty (60) percent of the cost of dependent coverage, under a group high deductible comprehensive medical insurance program and seventy-five (75) percent of the cost of dependent coverage under a group high deductible comprehensive medical insurance program for any employee who elected dependent coverage prior to July 1, 2011.

Any member who chooses not to take the individual hospitalization and major medical insurance coverage provided to employees shall receive a \$1,000 payment. This amount will be prorated for any member who works less than a full contract year.

The Board reserves the right to exercise a limited reopener of this Agreement beginning with 2017-2018 school year for the sole purpose of negotiating changes to the terms of the contract regarding the health insurance benefit described herein to the extent the ability to make such changes are not already reserved to the Board by contract language or past practice. No other provision of this Agreement shall be subject to the reopener. The Board, if it elects to exercise this limited right, shall notify the Organization and the parties shall commence negotiations on this limited reopener within 30 days of said notice. Any changes made as a result of this limited reopener shall be effective, at the earliest, at the beginning of the 2017-2018 school year.

**B. Dental Coverage**

The Board will pay 100 percent of the cost of individual dental coverage under a group comprehensive dental insurance program for each employee.

An employee who elects dependent coverage under the same plan shall pay 100 percent of the premium for such dependent coverage through regular payroll deduction.

The Board will select the carrier for the dental insurance program. The specifications will be equal to, or better than, those applicable during the 1987-88 school year.

**C. Insurance Committee**

The Board shall determine specifications for insurance. Before the Board makes any substantive benefit improvements or required modifications in the District's health and major medical insurance program, such improvements and/or modifications shall be reviewed and discussed with an insurance committee. An insurance committee shall be composed of the Director, two representatives named by the Director, the President of the Organization, and two representatives named by the President of the Organization. The Board shall select the carrier.

**D. Mileage Reimbursement**

Employees who are assigned to multiple locations, use personal vehicles to attend conferences pre-approved by the Director, or otherwise are required by District 843 to use a personal vehicle to perform his or her duties shall be paid for all reimbursable mileage between locations (excluding the employee's home) at the current established IRS rate.

**E. Compensatory Time**

Professional staff is occasionally asked to participate in or lead activities beyond the official regular working day. These activities include parent groups, meetings or other after-hours duties approved by a District 843 Administrator. The accumulated time a staff person is required to participate in these activities may be exchanged either for an hour-for-hour or day-to-day basis of released time. This time commitment will be agreed upon prior to its occurrence by the staff member and an 843 District Administrator, and the specific time released will be taken after consultation with and approval of an 843

District Administrator. The Request/Approval for Compensatory Time form will be used to request compensatory approval.

**F. Professional Development**

Each employee of the bargaining unit shall receive a minimum of \$1,000 annually for professional dues, conferences, workshops, classes, licenses and certificate renewals, related books or other related materials, subject to the approval of the Director. Unused amounts during any one (1) year will be allowed to accumulate for future use for a two (2) year period only, or to a maximum of \$1,500.00. No more than \$250 of these funds can be accessed for Curriculum and Instruction supplies. Such purchases will only be with the prior approval of the employee's technical supervisor and all tangible products purchased with these funds remain the property of District 843.

**G. Supervision of Interns and Mentors**

Any employee who supervises an intern shall receive additional compensation of \$1,500 per year for the duties and responsibilities that are involved with this agreement. Similarly, any employee who mentors a newly employed psychologist/social worker will be compensated \$500.00 for each person mentored per year. Any organization members who have notified the District of his/her intent to retire will not receive monetary compensation, but will be allocated a comparable amount of professional development monies.

**H. Life Insurance**

Each employee shall be provided term life insurance in the amount of Thirty Thousand Dollars (\$30,000.00). The Board will make additional supplemental life insurance available to all association members for purchase at the employee's expense. Such insurance may be subject to underwriting restrictions required by the carrier.

**I. Salary Schedule**

For employees hired prior to July 1, 2011, the first pay of the year will be issued within 15 days of July 1<sup>st</sup> for each year under the contract. For employees hired after June 30, 2011, the first regular pay of the year will be issued within 30 days following the first day worked each year. Employees will continue to be paid in equal installments over the following 12 month period.

1. **Compensation** — It is agreed that the Board will assume the employees contribution to the Illinois Downstate Teachers' Retirement System pursuant to Section 414(h) of the Internal Revenue Code of 1954, as amended, up to a maximum of 9.40% (comprised of 9.0% for TRS and 0.4% for ERO should ERO remain in effect). In the event the amount of the employee contribution to TRS increases beyond this amount, the employees shall be responsible for this increase, which shall be made in the form of a salary reduction by the Board and remitted to TRS.

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

The Board does not warrant that the deductions made in the amounts specified herein by the Board for the employees are excludable from the employee's gross compensation for federal and state income tax purposes and as such, the Organization and each individual employee shall and do hereby indemnify and hold harmless the Governing Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments, and deficiencies or other liability by reason of the payments of contributions to the Teachers' Retirement System pursuant to the provisions of this section for purposes of determining the employee's compensation for federal and state income tax purposes.

2. **Vertical Advancement** — When the District 843 Governing Board has issued a letter of remediation for unacceptable performance or an employee chronically violates District rules and regulations as outlined in the Policy Manual, the Board will have the option of withholding the vertical advancement on the salary schedule for one school term. Prior to this Board decision, the employee shall be notified in writing of the unacceptable performance or violation with an indicated remediation plan. Failure to comply with the remediation plan will result in the withholding of vertical advancement on the salary schedule. Before the Board takes such action, the employee shall be allowed to appeal the decision to the Board. If, during the following year, the employee corrects the situation, then he or she may advance to the next consecutive step above the one that person had been frozen on for the next school term.
3. **Credit for Previous Experience** - For purposes of initial placement on the salary schedule, psychologists and social workers will be allowed full credit for previous school psychology and school social work experience if they had an appropriate ISBE certificate for that work. In addition, psychologists and social workers with previous teaching experience will be allowed 1/2 credit for up to six (6) years full-time equivalency with the following provisions:
  - a. Experience credit will be given only for public preschool, elementary, and secondary experience gained while holding a valid teaching or other education certificate issued by any state with documentation from previous employers.
  - b. If the staff member has an odd number of years of credit, the partial (1/2 credit) of .5 or higher will be rounded up.
  - c. Substitute teaching, whether on a full-time basis or on a day-to-day basis, shall not be counted.

#### 4. **Determination of Salary Schedule**

2017-2018: Each employee shall receive an overall 3.0% increase, inclusive of any step movement, over their 2016-2017 salary.

*\*The salary increase will be retroactive to July 1 or the first pay of the year for each staff. A chart outlining how salaries will be disbursed for each pay period will be provided to each member.*

2018-2019: Each employee shall receive an overall increase of CPI with a floor of 2.1% salary increase, inclusive of any step movement, over their 2017-18 salary.

#### **5. Extended School Year Compensation**

The compensation for any member working in the Extended School Year program in either year under the contract will be \$40 for each hour worked.

#### **J. Horizontal Advancement**

Organization members will be compensated as noted below for graduate credit hours earned after issuance of their state certificate as a school psychologist or school social worker and after July 1, 1992. These courses should:

1. Reinforce the current professional assignment.
2. Lead to an advanced degree in education or supervision in their professional field.
3. Acquaint psychologists or social workers with innovations in education or their professional field.

Final approval for courses submitted for payment will be given by the Director, using the above guidelines.

The compensation schedule is as follows:

ISBE State Certification or Plus 8 hours - \$600.00 per year

Hours earned after 7/1/92 Plus 16 hours - \$1,000.00 per year

Plus 24 hours - \$1,400.00 per year

#### **K. Retirement Recognition Incentive**

The parties agree that if legislation is enacted or administrative rules are adopted during the life of this agreement that adversely affects the Board's obligations or teacher rights under and of the benefits set forth in this section, the parties agree to meet within thirty days of the passage of this legislation or administrative rule adoption to renegotiate the provision and any impact on the Board or any and all employees.

##### **1. Eligibility**

Any full-time employee, who at the time of retirement, will be age 55 or older, have at least 15 or more years of full-time service with the Lincoln-Way Area Special

Education District, and whose retirement will not require a one-time ERO contribution to TRS by the Board, may choose the Retirement Recognition Incentive by notifying the Director in writing by May 30th. Under this Retirement Recognition Incentive, an employee may declare his/her intent to retire up to four (4) years prior to retirement. The May 30<sup>th</sup> irrevocable notice of intent to retire shall state the employee will not be participating in the TRS Early Retirement Option (ERO).

2. Pre-Retirement Benefits

Employees who submit a notice of intent to retire four (4) years prior to retirement will be removed from the salary schedule and receive a five (5) percent increase in TRS creditable earnings for each year prior to retirement.

***Example:***

2014-2015 TRS creditable earnings \*\$60,000

(Employee declares in writing by May 30<sup>th</sup>, 2015 intent to retire in 4 years)

<i>Retirement Years</i>		<i>Creditable Earnings</i>	<i>Calculations</i>
4 <sup>th</sup> Year	2015-2016	*60,000	(\$60,000 x 1.05 = \$63,000)
3rd Year	2016-2017	*63,600	(\$63,000 x 1.05 = \$66,150)
2nd Year	2017-2018	*67,414	(\$66,150 x 1.05 = \$69,458)
Last Year	2016-2017	*71,461	(\$69,458 x 1.05 = \$72,931)

Employees who take courses and would, therefore, otherwise receive additional compensation in accordance with Article 7, Section K will not receive any additional compensation beyond the five (5) percent incentive.

Employees who submit notice of intent to retire three (3) years or less prior to retirement will be allowed to participate in the Retirement Recognition Incentive provided TRS creditable earnings have not exceed a six (6) percent increase in any of the years used for TRS retirement calculations. Eligible employees will be removed from the Salary Schedule and receive five (5) percent increase in TRS creditable earnings for each year prior to retirement.

3. If permitted by the insurer, a retiring employee may elect to remain in the Board’s group health insurance program, at the employee’s expense until age 65.

The group health program in which employees are permitted to participate under this paragraph shall be the programs generally offered to active employees and thus are subject to change from time to time with respect to such matters as carriers, premiums, coverage and benefits.

**L. Limitation on TRS Creditable Compensation.**

The purpose of this Section entitled “Limitation on TRS Creditable Compensation” is to avoid in all circumstances any payment by the Board of a Board-paid penalty or fee to TRS, or any Board liability to fund any portion of an employee’s TRS annuity due to increase in compensation from one year to the next. This Section does not apply to

employees who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five (5) years of the end of the school year in which the compensation is earned.

No employee’s creditable TRS earnings from employment in District 843, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified herein.

No employee’s TRS creditable earnings from employment in District 843 including, but not limited to:

1. Vertical and horizontal salary schedule movement;
2. Stipends;
3. Salary increases;
4. Extra duties;
5. Changes in position; or
6. Section 125 plan or flex plan benefits or contributions; shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board for any portion of an employee’s retirement annuity, or result in any Board-paid penalty or fee to TRS. If the sum or percentage amount which triggers any obligation for the Board to pay additional amounts to cover all or part of a teacher’s retirement annuity or cover any Board-paid penalty or fee to TRS decreased, then the maximum of the employee’s creditable TRS earnings from employment in District 843 shall similarly decrease as to avoid any Board-paid penalty or fee. Even if another provision of this collective bargaining agreement would otherwise provide, in the event an employee’s TRS creditable earnings would Board-paid penalty or fee to TRS due to salary increase in any year over a prior year, that employee shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

**ARTICLE EIGHT**

**AMERICANS WITH DISABILITIES ACT**

**Section 8. Americans with Disabilities Act.**



Notwithstanding any other provision of this Agreement, the Employer may take all actions necessary to comply with the Americans with Disabilities Act.

## **ARTICLE NINE**

### **EXTERNAL LAW**

#### **Section 9. External Law**

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Employer by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling. Notwithstanding any provision of this Agreement, the Employer may take all actions necessary or designed to comply with the provisions of any federal or state law.

## **ARTICLE TEN**

### **MANAGEMENT RIGHTS**

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights, unless otherwise specifically restricted by this Agreement, specifically include:

- A. To maintain executive management and administrative control of the School District and its properties and facilities and the employment responsibilities of its employees as related to the conduct of school affairs.
- B. To hire, direct, assign, transfer and promote all employees and to determine their qualifications and the conditions for their continued employment, discipline, suspension, with or without pay, dismissal or demotion.
- C. To establish programs and courses of instruction, to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy 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 classroom and non-classroom assignments of teachers and other employees with respect thereto.

## ARTICLE ELEVEN

### REDUCTION IN STAFF PROCEDURES

If the Board determines to reduce the number of tenured teaching staff, it shall implement such a decision in accordance with the *Illinois School Code* provisions governing reductions in force. In the event that two or more tenured employees have the same amount of seniority, the following tie-breaker procedure will be used:

- A. The application of seniority shall begin the first day of employment on a full-time basis, exclusive of any unpaid leaves.
- B. If two or more employees have equal District seniority, the following will control in order of precedence:
  - 1. The greater number of years teaching in District 843 in the teaching area to which the employee will be assigned the following year.
  - 2. If a tie still exists, then the greater number of areas of special education certification will control.
  - 3. If a tie still exists, the decision will be made in favor of the employee with the highest placement on the salary schedule.
  - 4. If a tie still exists, the decision will be made by the drawing of lots.

C. **Reduction in Force/Recall**

Annually, a Senate bill 7 joint committee shall convene by no later than December 1 to address the matters within its authority under Section 24-12 of the *Illinois School Code*. The Senate Bill 7 Committee shall be composed of six (6) members, three (3) members to be appointed by the Director and three (3) members to be appointed by the Association. The appointments shall be made by October 1 of each school year, with appointees serving from October 1 through the following September 30.

By no later than March 15 of each school year, the Director or designee shall consult with the Association President to develop a list establishing the sequence of honorable dismissals in any RIF situation in accordance with the positions and the groupings required by Section 24-12(b) of the *Illinois School Code*. The Director or designee shall complete the list and provide the Association President with a copy by no later than 75 calendar days before the end of the school term. Thereafter, the Director or designee shall promptly inform the Association President of any changes in the list made between the time of consultation with the Association President and any RIF action taken by the Board, but in any event by no later than 45 calendar days before the end of the school term.

Employees dismissed as a result of a RIF shall have the right of recall as set forth in Section 24-12 of the *Illinois School Code*. Notice of recall shall be sent to the teacher by:

- registered or certified mail to the last address submitted by the teacher to the Board
- regular United States mail delivery, and
- hand-delivery by the Administration.

Where seniority is to be applied under Section 24-12 of the *Illinois School Code*, the following criteria shall be used:

Length of service is defined as the amount of continuous, full time service as a certified employee in the District (except that a teacher who is involuntarily reduced to less than full time shall accumulate service on a pro rata basis). Periods of authorized leaves of absence shall not interrupt continuous service. Sick leave, sabbatical leave, authorized leaves of thirty (30) calendar days or less and other leaves to the extent required by law shall be counted in determining length of service. Other authorized leaves of absence will not be counted in determining length of service.

## ARTICLE TWELVE

### DURATION

This Agreement shall be effective with the commencement of normal business on July 1, 2015 and shall remain in full effect until the close of business on July 30, 2019. The contract will be re-opened prior to July 1, 2017 to address salary and benefits language only.

No item agreed to shall be deemed capable of renegotiation to be effective during the terms of this Agreement, unless otherwise stated herein or mutually agreed upon in writing by both parties.

Thereafter, this Agreement shall remain in effect unless either party serves written notice upon the other prior to March 1, 2019 such party desires to renegotiate, negotiations shall commence no later than May 1, 2019.

GOVERNING BOARD, LINCOLN-WAY AREA  
SPECIAL EDUCATION JOINT AGREEMENT  
DISTRICT 843, WILL COUNTY, ILLINOIS

LINCOLN-WAY AREA SUPPORT  
PERSONNEL ORGANIZATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Dated: