



# **Negotiated Agreement**

**Between**

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

**and**

**Lincoln-Way Area Special Education  
Association, IEA-NEA**

**2015-2016**

**2016-2017**

**2017-2018**

**2018-2019**

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## ARTICLE I

### RECOGNITION AND JURISDICTION

- A. The Board of Special Education of the Lincoln-Way Area Special Education Joint Agreement District #843, Will County, Frankfort, Illinois (hereinafter referred to as the “Board”) recognizes the Lincoln-Way Area Special Education Association/NEA, an affiliate of the Illinois Education Association (hereinafter referred to as the “Association”), as the exclusive negotiating agent for all regularly-employed professional employees as defined in Sections 2(b) and 2(k) of the Illinois Educational Labor Relations Act. Excluded from the bargaining unit are supervisors, managers, confidential employees and short-term employees (pursuant to Sections 2(b), 2(g), 2(n) and 2(o) of the Act) including, but not limited to, supervisors and the director. Also excluded are psychologists, social workers, occupational therapists, physical therapists, casual substitutes, teachers in the homebound program, orientation and mobility teachers, and occasional therapists and technicians.
- B. The terms “teacher” or “employee,” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Paragraph “A” above.
- C. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement unless the Association is successfully challenged according to the procedure set forth in the Illinois Educational Labor Relations Act. Even if successfully challenged, the terms and conditions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Board agrees not to negotiate with any teacher individually for the duration of this Agreement on matters covered by this Agreement.
- D. The phrase “school term,” when used hereinafter in this Agreement, shall refer to the school year.

## ARTICLE II

### TEACHER AND ASSOCIATION RIGHTS

#### **Section 2.1 Employee Discipline.**

1. No employee shall be disciplined, reprimanded, suspended, reduced in rank, docked or have their assignment changed without just cause.

2. LWASE recognizes the use of progressive discipline where appropriate provided that nothing in this section shall require the Board or Director, or his/her designee, to exhaust any or all of the foregoing disciplinary actions when the action(s) of an employee necessitates immediate disciplinary action.

3. An employee may have a representative of the Association present at any meeting which could result in disciplinary action. The employee will be notified verbally of the cause for the meeting, the issues to be discussed at the meeting and of the employee's rights to have an Association representative present at the meeting. Generally, the administrator will schedule the investigatory meeting at a time/date that respects the availability of the employee's chosen representative. When unique circumstances make such scheduling impossible, the administration will grant the employee the choice of another representative to attend the meeting at the scheduled time.

4. A suspended employee found not to have engaged in the alleged actions shall be reinstated with full back-pay and any other benefits lost as a result of the suspension.

#### **Section 2.2 Personnel File.**

An employee may inspect his/her personnel records upon reasonable written request, excluding those portions or documents for which an employee has no right of inspection pursuant to law. Personnel records under inspection may not be removed from the viewing area prescribed by the Director or designee. The employee has the right to have placed in the personnel file written reactions to any of its contents. The employee is entitled to one copy of his/her personnel record at no cost to the employee or the Association for the duration of this agreement.

#### **Section 2.3 Dues Deduction.**

The Board shall deduct from the pay of each employee current membership dues of the Association and its affiliates provided that at the time of such deduction there is in the possession of the Board a current written authorization for the dues deduction voluntarily executed by the employee. Such authorization shall specify the amount of the dues to be deducted from each employee's salary for the current school term. Such authorization shall be submitted in writing to the Director or designee on or before September 12 and shall remain in effect from year to year except that the employee may revoke the authorization between June 1 and September 1. Dues may be paid in full or

the amount specified will be deducted and prorated over the paychecks October through May/June. A termination of employment for any reason shall constitute revocation of the authorization for dues deduction the last day of employment. The Board shall transmit to the Association designee those funds so deducted within thirty (30) calendar days of their collection.

**Section 2.4 Use of District 843 Facilities and Equipment for Association Business.**

The Local Association shall have the reasonable use of school equipment, reasonable access to the internal mail system (for the purpose of contract administration and negotiations), and the reasonable use of meeting rooms and facilities for the conduct of its business; provided, however, that the foregoing shall not interfere with the operation of the educational program; and provided further that any costs associated with such use shall be reimbursed to the Board by the Association. The Association shall follow all Board rules and policies concerning such use and access.

**Section 2.5 Association Views.**

The Local Association is free to submit its views to the Board with respect to any change in Board policy or procedures. Prior to each Board meeting, the Board will send a copy of the Board Meeting Agenda to the President or designee of the Local Association. A copy of the approved open session minutes of each Board meeting shall be sent to the Association President.

At the request of the Association, the Director will meet with the President to discuss any Board policy or procedure changes either under consideration or adopted by the Board.

**Section 2.6 Association Leave.**

In the event the Association desires to send representatives to local, state or national conferences or on other business pertinent to the Association, the President shall request of the Director the desired leave time. Such leave request must be made at least seven (7) days before the Board meeting preceding the commencement of the desired leave, to provide the Director with sufficient time to present the request to the Board for approval or rejection. A maximum of ten (10) work days per year shall be granted for Association leave. Approval or rejection of Association leave requests shall be at the sole and exclusive discretion of the Board and shall be non-precedential. If any Association leave is granted by the Board, such leave shall not be counted as sick or personal leave.

**Section 2.7 Employee List.**

The Director shall provide to the Association a list of all employees as defined in Article I, Section A of this Agreement one week prior to the first District 843 institute day of the school year. The list shall include the employee's name, teaching position and location of assignment. Any additions or deletions to the initial list shall be forwarded to the Association President monthly thereafter.

### **Section 2.8 Meetings.**

The administration and the Association agree that the sharing of information and/or concern is a vital part of the educational process. Therefore, the Director and Association agree to a Labor/Management Committee. Both parties agree to the following:

1. The committee shall be composed of the Director or his/her designee and the Association president or his/her designee;
2. The committee shall be composed of equal membership not to exceed two (2) per team;
3. The committee shall meet upon request of either party, not to exceed more than once per month, unless both parties agree to meet.
4. Discussion topics may include, but will not be limited to, employee transfers (voluntary and involuntary).
5. If agreements are reached on any issue, those agreements are not considered part of the Negotiated Agreement between the parties but an understanding of operation between the parties;
6. Agreements reached are not submitted to the Grievance Process and may not be submitted to the Labor Board for resolution.

### **Section 2.9 Fair Share.**

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share fee from the wages of the non-member.

3. Such fee shall be paid to the Association by the Employer no later than (10) days following deduction.

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

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

- b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

5. The Association agrees that if any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

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

6. The obligation to pay fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the association will make a payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

Exempt from this provision shall be those employees covered by this Agreement and who are not members of the Union prior to the start of the 2003-04 school year. At the time such employees join the Union they shall be subject to the provisions of the Fair Share provision.



## ARTICLE III

### WORKING CONDITIONS

#### **Section 3.1 Work Year.**

The work year shall consist of no more than one hundred eighty-one (181) work days. Employees required to work more than one hundred eighty-one (181) days shall be paid on a per diem basis. Regarding holidays, breaks, institutes and early dismissal, employees and their students will follow the calendar of the school district in which their assignment is located.

#### **Section 3.2 Hours.**

The length of the work day for all bargaining unit employees that work in the same building for a full day shall match the number of hours of the school building to which they are assigned and not exceed the contractual day of any of our five (5) member districts. The length of the school day for staff that travels to more than one building shall not exceed 7 hours and 15 minutes. All staff shall be provided a duty free lunch as required by law (currently 30 minutes) included in the work day.

The supervisor shall work with the principal to provide the equivalent of 30 consecutive minutes of daily, unassigned time for planning during student hours. A stipend of \$30.00 per hour shall be paid to employees for whom plan time is not provided.

#### **Section 3.3 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 3.4 Vacancy Notices.**

1. Any employee interested in being considered for a different position should notify his/her supervisor of that interest, but not later than May 1.

2. The Board will post notices of vacancy for any position covered by this contract that is vacant. Posting will consist of a notice being placed on the District 843 website in the employment tab, via an all staff email and in the normal mailing of paychecks. Any tolling of time shall begin on the date the notice is first posted on the website.

3. Such notice shall include a general description of the position, and location, if known.

4. Summer employment opportunities shall be posted according to the provisions of this Section. The assignment of extra-duty position hours will be equally

distributed among interested and qualified employees with current 843 employees given priority.

5. No vacancy shall be filled sooner than ten (10) calendar days after posting except in the case of an emergency including, but not limited to, vacancies that occur during the school term. Vacancies that occur on July 1 or later are not subject to the ten (10) day waiting period.

6. When two or more employees requesting transfer are equally qualified, the employee with the most seniority with District 843 will be given first consideration.

7. Any vacancy notices occurring during the summer shall be posted on the District 843 website in the employment tab, via an all-staff email and in the normal mailing of paychecks.

### **Section 3.5 Discipline of Students.**

The parties agree that the employee has a primary role and shall act as a reasonable and prudent employee would in the maintenance of student discipline. The administration will provide assistance in student discipline when, in the judgment of the administration, such assistance is necessary to meet the objectives of the educational program.

### **Section 3.6 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 Director and Association President shall be provided a list outlining the assigned mentors, affected employees, and their supervising administrators. The annual stipend paid to each employee for his/her work for mentoring another employee shall be \$500.00 per year, payable in June. Any Association member who has notified the District of his/her intent to retire will receive the same compensation in the form of an additional post-retirement bonus.

### **Section 3.7 Time for IEP Writing or Educational Tasks.**

Upon reviewing the agenda for teacher inservice days and/or early release days for students in the assigned school district(s), the Director or designee shall have the prerogative to designate a specific amount of time for the staff to work on writing IEPs or accomplish other educational tasks that are related to District 843. Upon making such a determination, the Director or designee shall inform the assigned school district and affected employee(s) of the decision. Such employee notification shall be in writing.

### **Section 3.8 Relocation of Classrooms.**

Employees who have to relocate and/or pack their classrooms in situations other than those required by their whole school or resident district shall be compensated twenty (\$20.00) dollars per hour up to a maximum of fifteen (15) hours. If an SLP and teacher

share a room, the money will be split between them, unless creating a new classroom and both employees are moving from separate rooms.

Employees shall secure pre-approval from their immediate supervisor as to date and time needed to complete the work. District #843 will be responsible for providing packing materials (boxes and tape) and arrange to move the packed materials from the old room to the new room.

In the event a decision to move a classroom occurs after the end of the school year, every attempt will be made to notify the employee immediately who will be given the option of packing his/her classroom materials.

**ARTICLE IV**

**COMPENSATION AND FRINGE BENEFITS**

**Section 4.1 Compensation**

**1. Salary**

The starting salaries shall be adjusted each year by the same percentage increases identified above.

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

2018-2019: Each employee shall receive an overall CPI increase, with a floor of 2.1%, inclusive of any step movement, over their 2017-2018 salary. If there is a state wide tax freeze, prior to the start of the 2018-2019 fiscal school year, the bargaining unit agrees to open the contract to discuss increases for the final year of the contract. It is understood that the contract will not be open for any other year's salary increases and will only open the agreement to discuss the salary in the final year. All other provisions of this agreement will stay in place. Once there is a tentative agreement on the salary, the bargaining unit will call a meeting of the membership for a vote before the new salaries are placed into a Memorandum of Agreement for the final year of this collective bargaining agreement.

**2. New Hire Placement**

New hires may receive starting salaries within the following salary range (exceptions can be made if after reasonable efforts the Director cannot secure a qualified employee without exceeding these salaries).

BA	\$43,998	to	\$46,241
BA+15	\$45,338	to	\$47,651
MA	\$47,613	to	\$50,031
MA+15	\$48,871	to	\$51,353
MA+30	\$50,221	to	\$52,769

The starting salary ranges shall be adjusted each year starting in the 2017-18 school year by half the percentage increase for current employees. Example: if the current employees receive 2% increases, then the starting salary ranges will increase by 1%.

**3. Teacher Retirement Contribution.**

As a deduction from earnings, the Board shall pay the entire employee contribution to the Teachers' Retirement System, as determined by state law for the contract year, which is currently 9.0%

#### **4. 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:

- Vertical and horizontal salary schedule movement;
- Stipends;
- Salary increases;
- Extra duties;
- Changes in position; or
- 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 a teacher’s TRS creditable earnings would increase by more than six percent (6%), or any such lesser amount that would trigger a Board-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

#### **5. Compensation for Additional Coursework**

An Employee who completes appropriate coursework in accordance with section 4.14 (*Tuition Reimbursement*) qualifies for an additional one time salary increase (see chart below). This employee must submit official transcripts documenting such coursework to the Business Office no later than October 1<sup>st</sup> of the school year in which the salary increase will become effective in order to receive the salary increase retroactive to the beginning of the school year. An employee who submits transcripts after October 1<sup>st</sup> but prior to February 1<sup>st</sup> will receive the equivalent of ½ year at the

salary increase. An employee who submits transcripts after February 1<sup>st</sup> will not be entitled to a lane change until the beginning of the following school year.

15 graduate hours beyond Bachelors	2.5% increase
BA+15 to MA	2.5%
MA to MA+15	2.5%
MA+15 to MA+30	2.5%

**Section 4.2 Payroll Installments.**

Each employee shall be paid in twenty-six (26) equal payroll installments, every other Wednesday. The number of payments can be extended to twenty-seven (27) payments when the first payment (determined as the second Wednesday following the last payroll of the previous year) occurs prior to Opening Day.

**Section 4.3 Life Insurance.**

Each employee shall be provided term life insurance in the amount of Sixty-five Thousand Dollars (\$65,000.00). 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.

**Section 4.4 Hospitalization and Major Medical.**

The Board shall provide:

- one hundred (100) percent of the HMO cost of individual coverage and seventy (70) percent of the cost of dependent coverage, under a group health management organization (HMO) plan, or
- ninety (90) percent of the cost of individual coverage and sixty (60) percent of the cost of dependent coverage of a high deductible PPO plan.

The Board shall select the carrier. 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 the 2017-2018 school year for the sole purpose of negotiating changes to the terms of the contract regarding the salary and 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.

## **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.

### **Section 4.5 Dental Coverage.**

The Board will pay One Hundred Percent (100%) of the cost of individual coverage under a group comprehensive dental insurance program for each employee.

An employee who elects dependent coverage under the same plan shall pay One Hundred Percent (100%) of the premium for each 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 in the 2010-2011 school year.

### **Section 4.6 Work Beyond the Normal Contractual Day.**

With the exception of new employees, employees required by the director or supervisor to attend a training outside the scope of the regular school term and or school day (i.e. CPI, Wilson), will be compensated at a rate of \$40.00 per hour. Employees attending any mandatory meeting or staffing exceeding 30 minutes beyond the employee's contractual day shall be compensated at a rate of \$40.00 per hour

### **Section 4.7 Mileage.**

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.

### **Section 4.8 Professional Conferences and Conventions.**

Employees participating in professional conferences and/or conventions will be reimbursed for their expenses to the extent that the expenses were pre-approved by the Board or its designee.

### **Section 4.9 Salary and Benefits For Part-Time Teachers.**

The salary and fringe benefits for part-time employees shall be prorated to be the same proportion of full salary and benefits as their proportion of the full-time work year.

### **Section 4.10 Vertical Advancement for Part-Time Employees.**

Part-time employees shall advance to the next step on the salary schedule after each year in which they work 50% or more of a full-time schedule. A full year shall be defined per the *Illinois School Code*, Section 24-11.

A part-time employee who works less than 50% of a full-time schedule shall advance to the next step on the salary schedule when the total of fractional parts of a year is at least 50%, provided that the step advancement shall occur only at the beginning of the school term following the accumulation of at least 50% of a full-time schedule.

#### **Section 4.11 Personal Property Loss.**

The parties recognize that students sometimes cause damage to employee's personal property.

Employees acting within the scope of their employment who suffer damage to personal property, caused directly by student physical contact with the teacher's personal property, may submit to the Director a written request for reimbursement. Granting or denying the request for reimbursement shall lie within the sole discretion of the Director and such action shall not set a precedent.

#### **Section 4.12 Speech and Language Pathologist Stipend.**

Speech and language pathologists employed prior to August 1, 2011 will receive additional compensation in the form of a \$4,000 annual stipend. For those employees working an entire school year, the stipend will be paid out at the rate of \$2,000 in January and \$2,000 in June. Any speech and language pathologist who has notified the District of his/her intent to retire will receive the \$4,000 annual stipend in the form of an additional retirement bonus. Any speech and language pathologist working less than a full year will receive a prorated amount (mutually agreed upon by the Association and the Administration).

#### **Section 4.13 Tuition Reimbursement and Professional Development**

Employees shall be reimbursed for graduate courses or qualified workshops offering graduate credit, provided that the graduate courses and qualified workshops have been pre-approved by the Director. Reimbursement shall be limited to an Individual Maximum of \$1,500.00 per year and a Pool maximum of \$15,000.00 per year for all employees.

In order to qualify for reimbursement of graduate coursework, the employee shall present an official transcript of the completed graduate course, with a mark of "B" or better to the Director. For graduate courses or qualified workshops where marks are not given, a "pass" or a certificate of completion will also meet the preceding requirement. In addition, the employee must present a valid receipt as evidence that the tuition was paid by the employee.

For the purposes of this Section only, a year shall be defined as September 1 through August 31. Requests for reimbursement must be made by October 1 following



the previous school year the graduate course was completed by the teacher. In order for teachers to be eligible for reimbursement, they must be employed by the District on the deadline date of October 1. In the event the total amount of requests for reimbursement exceeds the Pool Maximum for a specific year, then reimbursement shall be pro-rated among the eligible employees.

In order to be considered for approval, the graduate course or workshop must:

1. Reinforce the current teaching assignment; or
2. Help the teacher qualify for another special education teaching area within the Joint Agreement; or
3. Lead to an advanced degree in a special education teaching area or in special education educational/supervision; or
4. Acquaint employees with innovations in the field of special education.

#### **Section 4.14 Professional Dues and Licensure**

Employees shall be reimbursed for professional membership dues and licensure from an established maximum pool of three thousand dollars (\$3,000) per year for all employees. Reimbursement for professional dues and licensure will be approved by the Director and expended on an as come basis until the pool maximum of three thousand dollars (\$3,000) is met.

#### **Section 4.15 Retirement Recognition Incentive.**

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 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 30<sup>th</sup>. 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	*63,000	(\$63,000 x 1.05 = \$66,150)
2nd Year 2017-2018	*66,150	(\$66,150 x 1.05 = \$69,457.50)
Last Year 2016-2017	*69,457.5	(\$69,457.5 x 1.05 = \$72,930.40)

Employees who take courses 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.

3. In the event an employee covered by this collective bargaining agreement intends to retire four (4) years from May 30, 2017 he/she will have thirty (30) days from the date of Board approval of this contract to submit his/her letter indicating the upcoming retirement.

**Section 4.16 Extended School Year Compensation**

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

**ARTICLE V**

## LEAVES

### **Section 5.1 Sick Leave.**

Each employee shall be entitled to 15 sick leave days per year worked per school year without loss of pay. Unused sick leave days shall accumulate to an unlimited amount. An employee who does not report to work on the first day of the school year due to illness must submit documentation from a licensed physician in order to be entitled to the sick leave days provided for that school year. An employee who does not report to work on the first day of the school year due to circumstances other than illness may be excused only at the discretion of the Director in order to be entitled to the sick leave days provided for the school 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 or vacation, the employee shall notify the Director on that day as to the reason for the request. The Director may require a physician's certificate after three (3) days' absence or as the Director may deem necessary.

### **Section 5.1a Sick Leave Bank.**

The Association, with the cooperation of the LWASE 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 rules for eligibility and the number of days permitted for use are subject to review and approval by the administration.

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 LWASE Central Office. If such rules are found to be in violation of School Code, LWASE policy and/or are not practical to carry out as determined by the LWASE 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.

### **Section 5.2 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 non-working 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 non-working hours shall be subject to disciplinary action. (Keep current language.)

2. Applications for personal leave days shall be filed, on a form developed by the Director, with the Director at least five (5) days in advance. If an emergency arises, the five (5) days 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 (5) day notice requirement cannot be met.

3. No personal leave days will be granted on the day immediately preceding or following a holiday or vacation, 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.

### **Section 5.3 Unused Sick Leave Days.**

Employees who have been employed for five (5) years or more will receive Twenty-Five Dollars (\$25.00) per unused sick leave day up to One Hundred Eighty (180) days at the time of resignation or retirement in accordance with the following provisions:

1. Employees who have been dishonorably dismissed by Board action do not qualify.

2. Only sick leave days accumulated in District 843 shall be used in calculating the amount to be paid.

3. Only those sick leave days which have not been reported to TRS for service credit purposes shall be paid.

### **Section 5.4 Family Medical Leave Act.**

Teachers who have been employed by the Board for at least 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 unpaid 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 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 unpaid 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.

**Section 5.5 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/Medical leave not covered by Section 5.5 of the Agreement subject to procedures adopted by the Director;
2. Exchange teaching programs in other states, territories, countries;
3. Formal approved education program designed to acquire additional course credit that is related to a teacher's current assignment as solely determined by the Director;
4. Foreign, military or government-sponsored programs;
5. Cultural travel or work programs related to professional activities;
6. Campaigning for a public office to the extent for such activities;
7. Health and hardship;
8. Serving in a public office;

9. Other good reasons as determined solely by the Board or designee.

**Section 5.6 Parental Leave.**

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

1. In the case of pregnancy of a teacher:
  - 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 and one (1) additional school term. Unless excepted by the Board, which exception shall not be reviewable or precedential, such leave shall commence within six (6) months after the birth of the child and terminate immediately prior to the start of a new school term.
  - c. With the consent of the insurance carrier, the employee may maintain medical and dental insurance benefits by making timely payments on all premiums that may be due to the Business Office or elsewhere pursuant to its direction.
  - d. Any employee who has been employed fifty percent (50%) or more of the school year prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as she would have had the leave not been granted. Sick leave days shall be counted as working days. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for step advancement on the salary schedule or for seniority purposes.

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 and one (1) additional school term.

Unless excepted by the Board, which exception shall not be reviewable or precedential, such leave shall commence within six (6) 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 a parental leave. An employee not eligible for or not desiring such leave may utilize accumulated sick leave during any period of disability related to the pregnancy and/or to the delivery of her 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 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 Section 5.5 may request cancellation of the leave. Granting or denying such leave cancellation shall be discretionary with the Board and shall be non-precedential.

**Section 5.7. 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 advancement on the salary schedule.

2. Leaves which are approved by the Board shall be without loss of tenure for tenured employees 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 leave are responsible for making arrangements with the Teacher's Retirement System for pension credit, if allowed. 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 15<sup>th</sup>, 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 District on said date of the intent to return as required here in 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 case of request for a leave, the Director may designate an administrator to act in his/her stead.

4. 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 *Illinois School Code*.



**Section 5.8 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 (180) school 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 be determined to be totally and permanently disabled and his/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.

**Section 5.9 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.

**Section 5.10 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)

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### Introduction

##### **Section 6.1 Definition.**

A grievance shall mean a complaint by an employee(s) or the Association that there has been an alleged violation, misapplication or misinterpretation of the terms of the Agreement.

##### **Section 6.2 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 employee or the Association to act on a grievance within the prescribed time limits will act as a bar to any further processing thereof.

##### **Section 6.3 Procedures.**

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

**STEP ONE:** The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative(s), the grievant and the immediately involved supervisor shall be present for meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

**STEP TWO:** If the grievance is not resolved at Step One, then the grievant or the Association may refer the grievance to the Director or the Director's official designee within ten (10) days after receipt of the Step One answer. The Director shall arrange with the Association 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 Association and the 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 Association 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 Association.

**STEP FOUR:** If the Association is not satisfied with the disposition of the grievance at Step Three, the Association 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 Association receives the Step Three answer, then the grievance shall be deemed withdrawn.

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

#### **Section 6.4 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 that 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 Association and the grievant.

#### **Section 6.5 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 employee. Should the investigation or processing of any grievance in the opinion of the Director require employee(s) and/or Association representative(s) be released from the irregular assignments, the employee(s) and/or Association 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 Association in the investigation of any grievance.

5. **No Reprisals Clause.** No reprisals shall be taken by the Board or the administration against any employee because of the employee'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 Association shall be furnished on request pertinent and information (~~deleted readily available from teacher proposal~~) 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 Association 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 Association agree, a grievance may be submitted directly to arbitration.

11. **Class Grievance.** Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step Two.

12. **Association Participation-Teacher Not Represented.** When an employee is not represented by the Association, the Association shall reserve the right to have its representatives present to state its views at any stage of the grievance procedure.

13. **Board-Association Right of Representation.** Every employee shall have the right to present grievances in accordance with these procedures. The Board acknowledges the right of the Association to assist or to be present at any level of the grievance procedure and the Association 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, Association or other employee representative deems it necessary. No employee shall be required to discuss any grievance if the Association's representative is not present. At any state 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 Association representatives, provide the adjustment is not inconsistent with the terms of this Agreement.

**15. Shared Expenses of Arbitration.** The parties of 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 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 Association 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 VII

### NEGOTIATION PROCEDURES

#### **Section 7.1 Commencement of Bargaining.**

The parties shall commence bargaining for a successor agreement in accordance with the Illinois Educational Labor Relations Act and its rules and regulations. Negotiations shall begin within sixty (60) days of the presentation of a demand to bargain, but in no case shall bargaining commence before April 1 of the final year of this Agreement, except by mutual consent.

#### **Section 7.2 Selection of Bargaining Representatives.**

Each party shall have the right to select its own representatives to participate in the negotiations process. It is agreed that neither party may have more than seven (7) members at the bargaining table during particular negotiating sessions.

#### **Section 7.3 Impasse.**

In the event that one or both of the parties declares impasse, it is agreed that the parties will jointly request the service of the Federal Mediation and Conciliation Services (FMCS). Should FMCS not be available, the parties shall attempt to agree on a replacement. In the event that the parties cannot agree on a replacement, the Illinois Educational Labor Relations Board shall be contacted.

#### **Section 7.4 Information.**

The Board will, upon request, provide the Association with information that is readily available and pertinent to the negotiations including, but not limited to, budgets, audits and scattergrams.

## ARTICLE VIII

### EVALUATION

#### Section 8.1 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.

#### Section 8.2 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.

### **Section 8.3 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.

### **Section 8.4 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.

### **Section 8.5 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.

### **Section 8.6 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.

### **Section 8.7 Evaluation Committee.**

The Board and Association agree that a committee composed of the Director/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 IX

### REDUCTION IN STAFF PROCEDURES

#### **Reduction in Force/Recall**

Annually, a Reduction in Force (RIF) joint committee (the RIF 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 RIF 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.

Teachers 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.

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:

1. The application of seniority shall begin the first day of employment on a full-time basis, exclusive of any unpaid leaves.

2. If two or more employees have equal District seniority, the following will control in order of precedence:

- a. The greater number of years teaching in District 843 in the teaching area to which the employee will be assigned the following year.
- b. If a tie still exists, then the greater number of areas of special education certification will control.
- c. If a tie still exists, the decision will be made in favor of the employee with the highest salary.
- d. If a tie still exists, the decision will be made by the drawing of lots.

## **ARTICLE X**

### **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, 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 teacher 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.
- F. Parties agree to subcontract speech/language pathologist services in the same manner as done prior to the execution of this Agreement.

## **ARTICLE XI**

### **EFFECT OF AGREEMENT**

#### **Section 11.1 No Strike.**

During the term of this Agreement, neither the Association nor its agents nor any members 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 Board business or, in any other way, interfere with the work and/or statutory functions or obligations of the Board.

#### **Section 11.2**

The Board and the 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 employees covered by this Agreement.

2. This Agreement may not be supplemented or amended during its term except by 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 11.3**

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 XII**

### **Americans with Disabilities Act.**

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

The Association retains the right to bargain the impact of such actions.

## ARTICLE XIII

### **External Law.**

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements thus 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.

The Association retains the right to bargain the impact of such actions.

**ARTICLE XIV**

**DURATION OF AGREEMENT**

This Agreement shall be effective with the commencement of normal business on the 1<sup>st</sup> day of August, 2015 and shall remain in full effect until midnight of the day preceeding the scheduled first work day of the 2018-2019 school term. The contract will be re-opened prior to July 1, 2017 to address salary and benefit 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.

BOARD OF SPECIAL EDUCATION,  
JOINT AGREEMENT DISTRICT 843  
Will County, Illinois

LINCOLN-WAY AREA SPECIAL  
EDUCATION ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Negotiating Chair

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date