

PROFESSIONAL AGREEMENT

BETWEEN

LEE COUNTY SPECIAL EDUCATION ASSOCIATION

AND

DIXON EDUCATION ASSOCIATION

LEE COUNTY SPECIAL EDUCATION ASSOCIATION – IEA/NEA

LEE COUNTY, ILLINOIS

2017-2018

2018-2019

TABLE OF CONTENTS \*

ARTICLE I	Recognition.....	1
ARTICLE II	Board Rights .....	1-2
ARTICLE III	Association Rights and Responsibilities.....	2-3
ARTICLE IV	Grievance Procedure.....	4-7
ARTICLE V	No-Strike Clause.....	7
ARTICLE VI	Working Conditions.....	7-9
ARTICLE VII	Leaves.....	10-12
ARTICLE VIII	Payroll Deductions.....	13
ARTICLE IX	Salary and Compensation Items.....	13-19
ARTICLE X	Reduction-In-Force/Seniority Procedures....	19-20
ARTICLE XI	Duration and Effect of Agreement.....	20-22
APPENDIX	2017-2018 and 2018-2019 SALARY SCHEDULE	

*ARTICLE I*

*RECOGNITION*

- 1.1 The Governing Board of Lee County Special Education Association (hereinafter referred to as “Board” or “District”), recognized the Dixon Education Association – Lee County Special Education Association – IEA/NEA, (hereinafter referred to as “Association”), as the sole and exclusive bargaining agent for all of the licensed or registered full-time and licensed or registered regularly employed part-time employees who are licensed or registered by the Illinois State Board of Education and approved for special education personnel reimbursement (hereinafter referred to as “teachers” or “staff”), excluding the Director, Assistant Directors and all other managerial, confidential or supervisory staff, substitutes, research personnel, non-licensed personnel, and all personnel who are involved in employment, evaluation, or administration. This agreement expressly excludes all non- licensed personnel and short-term employees employed less than a full academic year.
- 1.2 The term “teacher,” “staff,” “staff employee” or “staff member” when used in this agreement shall refer to bargaining unit members.
- 1.3 This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practice, between the Board and the Association, and constitutes the entire agreement between the parties.

*ARTICLE II*

*BOARD RIGHTS*

- 2.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State and of the Unites States, including, but without limiting the generality of the foregoing, the right:
  - (a) To the executive management, organization and administrative control of the District and its properties and facilities, and the activities of its staff;
  - (b) To direct the work of its staff; determine the time and hours of operation; determine staffing patterns; determine the kinds and levels of services to be provided and the methods and means of providing those services;

- (c) To hire all staff, and, subject to the previous law, to determine their qualifications and conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such staff;
- (d) To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
- (e) To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency; and to eliminate or change existing methods, equipment or facilities;
- (f) To make, publish and enforce rules and policies of Board not inconsistent with this agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution of the United States.

### *ARTICLE III*

#### *ASSOCIATION RIGHTS AND RESPONSIBILITIES*

- 3.1 The Board will grant the Association the right to use staff mail boxes for a reasonable amount of appropriate announcements relating to the conduct of the Association's business. No information supporting candidates for political office shall be included.
- 3.2 The Board will grant the Association the right to hold general membership meetings on school property, provided such meetings in no way interfere with any aspect of the instructional program, and provided such meetings entail no additional custodial and maintenance expenses.

- 3.3 The Board will grant the Association the right to the use of bulletin board space in each school for a reasonable amount of appropriate announcements relating to the conduct of Association Business. Bulletin board displays shall not include information supporting political candidates.
- 3.4 The Association President or LCSEA representative shall be furnished on request a copy of any regularly and routinely prepared and public information concerning the financial condition of the District including the annual financial statement, audit and adopted budget. In addition, the Board and administration will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations and/or grievances and which does not constitute the Board's or its representatives' work product in handling such negotiations and/or grievances. Nothing herein shall require the central staff to research and assemble information. The Association shall furnish copies of pertinent information as reasonable requested by the Director or the Governing Board of the District and which does not constitute the Association's work product in handling such negotiations and/or grievances.
- 3.5 The Association shall furnish the Director a current list of all Association Officers and the Director shall furnish requested information pursuant to this Article to the listed President of the Association or the appointed designee.
- 3.6 In the event the Association desires to send representatives to local, state or national conferences or other business pertinent to Association affairs, these representatives will be excused without loss of salary, for an aggregate number of days not to exceed two (2) and with loss of salary for an aggregate number of days not to exceed two (2) in any school year, providing the Association reimburses the District for the cost of the substitute or substitutes and providing prior request is made to the Director in writing not less than five (5) days prior thereto so that the Director can arrange for a substitute, and further providing such excused leave does not impair the quality of classroom instruction.
- 3.7 The President of the Association or the appointed designee shall be given written notice of any regular or special meeting of the Board together with a copy or an electronic version of the agenda or statement of purpose of such meeting at least forty-eight hours prior to the scheduled time of such meeting. Emergency meetings are exempted.
- 3.8 One copy of all Board minutes shall be mailed or placed in the mailbox of the President of the Association or the appointed designee as soon as they have been approved.

## *ARTICLE IV*

### *GRIEVANCE PROCEDURES*

4.1 Any claim by the Association or a staff member that there has been a violation, misinterpretation, or misapplication of the specific terms of the agreement shall be a grievance. Such grievance must be filed fifteen (15) days from the time of the occurrence of the event complained of. Further, every staff member covered by this agreement shall have the right to present grievances in accordance with the following procedures. The written information contained in the field grievance shall include: 1) a description of the specific grounds for the grievance, including names, dates and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this agreement which are alleged to have been violated or misapplied; 3) a listing of specific actions requested of the administration which will remedy the grievance.

Grievances alleging violation of the terms of this agreement will be subject to final and binding arbitration. No other grievance shall be subject to arbitration.

4.2 Time limits: All time limits consist of school days. School days for purposes of the grievance procedure shall mean those days for which classes in the District generally are in session. If a grievance is submitted on or after the end of the school year and before the opening of the next school year, the time limits shall consist of all week days so that the matter may be resolved before the opening of the next school year or as soon as possible thereafter.

4.3 Association Representation: An Association representative, if requested by the grievant, shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented, and have the right on his/her request to state the Association's views at all stages of the grievance procedure. Nothing herein contained will be construed as limiting the right of any staff member having a grievance to discuss the matter informally with his/her supervisor and to have the grievance adjusted without intervention of the Association, so long as the resolution is consistent with the contract.

4.4 Procedure: The parties acknowledge that it is usually most desirable for a staff member and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the staff member, the building representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the staff member, then a grievance may be processed as follows:

Step #1: The staff member and/or the Association shall present the grievance in writing, within fifteen (15) days after the action which caused the grievance to take place, to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the aggrieved staff member and the immediately involved supervisor, shall be present for the meeting. The immediately involved supervisor must provide the aggrieved staff member and the Association with a written answer on the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step #2: If the grievance is not resolved at Step #1, then the grievant shall refer the grievance to the Director or the official designee within five (5) days after the Step #1 answer or within five (5) days after the Step #1 meeting, whichever is the later. The Director shall arrange a meeting with the aggrieved staff member and the Association representative to take place within five (5) 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 to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Director will have five (5) days in which to provide a written decision to the aggrieved staff member and the Association representative.

Step #3: If the Association is not satisfied with the decision at Step #2, the Association may file an appeal in writing with the Board of Control within ten (10) days after the due date for the decision at Step #2. The official grievance record maintained by the Director shall be available for the use of the Board of Control.

Within twenty (20) days after the receipt of an appeal, the Board of Control shall hold a hearing on the grievance. The hearing shall be conducted in executive session. Within ten (10) days after the conclusion of the hearing, the Board of Control shall render a decision, in writing, to all parties involved in the grievance.

4.5 Arbitration: If the Association is not satisfied with the disposition of the grievance at Step #3, or the Step #3 time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance for final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If a demand for arbitration is not filed within twenty (20) days of the due date of the Board's Step #3

decision, then the grievance will be deemed withdrawn. Expedited rules of the American Arbitration Association shall prevail if both parties agree.

- 4.5.1           Limitation of Arbitration Powers: The arbitrator shall act in a judicial, not legislative capacity and shall have no power to amend, modify, nullify, of this agreement in any way. The arbitrator shall only consider and have the authority to make a decision on any other issue not so submitted to the Arbitrator. The decision shall be based solely upon the Arbitrators interpretation of the meaning of application of the express terms of this agreement to the facts of the grievance presented. In the event the arbitrator finds a violation of the terms of this agreement, he/she shall fashion an appropriate remedy. The arbitrator shall submit the decision in writing within thirty (30) calendar days following the closing of the hearing unless the parties agree to a written extension thereof. Insofar as such arbitration of the terms of this contract, both parties agree to abide by.
  
- 4.5.2           The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript.
  
- 4.6            Provided the Association and the Director agree, Step #1 of the grievance procedure may be bypassed, and the grievance brought directly to the next Step.
  
- 4.7            No reprisals of any kind will be taken by the Governing Board or the school administration against any staff member because of the staff member's participation in this grievance procedure.
  
- 4.8            The Board and the administration will cooperate with the Association in its investigation of any grievance and, further, will furnish the Association with such reasonable information as is requested for the processing of any grievance, as the information pertains to the grievance. Nothing in this section shall mean the administration shall conduct studies, or surveys or any other retrieval of information not regularly and routinely prepared and made available.
  
- 4.9            witness(es) called by the Association. The Board shall pay the cost of substitute teachers required for any teacher witness(es) called by the Board.

- 4.10 A grievance may be withdrawn at any step without establishing precedent.

#### *ARTICLE V*

##### *NO-STRIKE CLAUSE*

- 5.1 No Strike. The Association and the teachers hereby agree not to strike, or engage in, or support or encourage any concerted effort or refuse to render full and complete services in the District during the terms of this agreement.

#### *ARTICLE VI*

##### *WORKING CONDITIONS*

- 6.1 LCSEA classroom teachers assigned to a school building on a full-time basis shall follow the regular school staff hours of the school building to which they are assigned. The length of the work day for all other LCSEA staff members, such as itinerant staff and staff assigned to more than one school building shall be 6 and 1/2 consecutive hours including a duty free thirty (30) minute lunch period. These staff members, including part-time staff, are expected to spend an additional fifty (50) minutes at school outside student hours (before, after, or a combination of before and after student hours). In the event the student hours change during the term of the contract, the staff hours may be changed accordingly.
- 6.2 Staff members are expected to assume reasonable duties over and above their regular teaching responsibilities. Activities and services which make reasonable demands on the staff member's time shall be a part of each staff member's basic assignment. Such extra duties shall include but not be limited to attendance at faculty meetings, P.T.O. meetings, back-to-school nights, bus supervision duties, parent conferences, curriculum meetings, teachers' meetings, and staffing before or after their normal classroom or duty assignments, as part of the regular work day.
- 6.2.1 The LCSEA Governing Board and administration will make every effort to accommodate scheduling IEP conferences during the contracted work day.
- 6.3 The normal teacher work year shall not exceed 180 days. The Board reserves the right to extend a teacher's work year, provided the teacher shall be paid at his/her per diem rate **based on 180 work days.**

- 6.4 The two days authorized in the Illinois School Code for staff in-service days may be used for four half-day parent/staff conferences and other activities approved by the Illinois State Board of Education.
- 6.5 Staff positions for Extended School Year (ESY) will be offered first to the regularly employed staff members who currently hold said positions. Unfilled positions will then be offered to other qualified LCSEA staff members in order of seniority in the Cooperative. Unfilled positions thereafter remaining will be offered to any qualified staff members in the member districts of the Cooperative and then to any other qualified personnel.
- 6.5.1 Staff shall receive notification of tentative ESY positions on or before April 30<sup>th</sup>. Contracts/contract extensions for ESY employment shall be mailed by May 21<sup>st</sup>.
- 6.5.2 Staff members will be paid \$36.00 per hour each year of this contract.
- 6.6 Current staff members will be notified in writing by the end of the school term of tentative teaching assignments for the following school year. It is understood that changes in assignments can be made by the Director and, if the teacher is not satisfied with the assignment, the teacher may resign if the change in assignment is made within seventy-five (75) days prior to the opening of school and the teacher resigns within two (2) weeks after such a reassignment notice.
- 6.7 Any change in Board policy involving working conditions will be given to the President of the Association or his or her designee prior to the first reading at the Board meeting.
- 6.8 Each staff member shall have the right, upon request, to review the contents of their own personnel file, except for any credentials from any placement office or any other employment recommendations. A representative of the Association may, at the staff member's request, accompany the staff member in this review. No part of such file may be removed, destroyed, or copied without permission of the Director. Such review shall be conducted in the presence of a designated LCSEA employee during normal business hours. Copies of derogatory materials concerning a staff member's conduct, service, character or personality placed in the staff member's personnel file should be promptly provided to the staff member. Each staff member shall have the right to place in their personnel file letters or statement of rebuttal in response to derogatory material. Staff members also shall have the right to place unsolicited positive or complementary documents (letters or notes from parents, administrators, Board members, etc.) in this personnel file.

- 6.9 The Board and the Association shall establish an Evaluation committee comprised of an equal number of representatives from each party. The Committee shall review the plan and procedures on a yearly basis and recommend changes to the evaluation plan, evaluation tool, and/or evaluation procedures, including the student growth component, for the next school year. Any changes shall be approved by both the Association and the Board or their designees.

Any teacher serving as a consulting teacher during the remediation of a tenured teacher shall be compensated \$1,000 for all work resulting from participation as a consulting teacher. Consulting teachers shall be selected as outlined within the school code. No teacher who, by serving as a consulting teacher would cause their credible compensation to exceed 6% over the prior year's credible compensation, shall be utilized. No Association member may be compelled by the Board to serve as a consulting teacher.

- 6.10 The Board and the Association agree to continue a Labor Management Council for the purpose of improving communications. The council shall be made up of the Director and Assistant Director and two Association members selected by the Association. No processing of grievance or discussion of contract issues or language shall occur at these meetings. The Director and Association shall be able to place mutually agreed upon items on the agenda. Either the Director or designee or the Association President or designee may request that the Labor Management Council convene a meeting.
- 6.11 Special Education Work Load/Case Load. The special educator workload plan will be reviewed annually and recommendations, if any, will be made to the Board. Recommendations presented to the Board for its approval are subject to the Board's duty to negotiate the impact, if any, of revisions to this plan with the Association.
- 6.12 Daily prep time that is equal to the amount given to the certified staff of the same building shall be provided to all certified staff covered by this agreement, with exception to early dismissal days. The LCSEA Director shall approve all schedules.

## *ARTICLE VII*

### *LEAVES*

7.1 Sick Leave. The Board shall grant its full-time staff sick leave provisions not less in amount than fifteen (15) days at full pay in each school year. If any staff member does not use the full amount of the annual sick leave this allowed, the unused amount shall accumulate to a maximum of 360 days available. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, a certificate of that spiritual advisor or practitioner of that person's faith, or as it may be necessary in other cases, as a basis for pay during leave after an absence of three (3) days for personal illness or thirty (30) days for birth. Sick leave shall include maternity directly related to birth and medical reasons associated with birth. Sick leave may be used only in half day or full day increments.

7.1.1 The Board and the Association agree to establish a way to provide sick leave to those bargaining unit members who have exhausted their own sick leave and personal leave due to personal serious or catastrophic illness or injury. This process may not be accessed by a bargaining unit member to remain away from his/her position in order to assist an ill relative. A bargaining unit member is limited to a one time and only one time request for additional days during the two-year agreement. A bargaining unit member, who has been absent due to personal illness for at least sixty-five (65) school days and who has exhausted his/her sick leave, shall complete a Request for Sick Leave form. The form shall be submitted to the Director and Association President. Within ten (10) workdays of receipt of the form the Sick Leave Committee, comprised of two (2) Association members selected by the Association, and the Director and another administrator or Board member, shall meet to review and approve or deny the request. In an emergency, the committee could waive the sixty-five (65) day sick leave requirement before completing a request for sick leave form. The committee shall maintain records of the application and the use of this process. Once a request is approved, the Board and the Association shall mail a joint letter to all bargaining unit members informing them of the request for a voluntary donation of one (1) day from the members for an employee with a serious or catastrophic illness. For all donated days, the Board shall match the members' day one (1) to one (1). All days generated through this process shall be available for use only by the member who made the request. If the member does not use all of the days made available using this process before July 1 of the last year of this agreement; the days shall be distributed to members who donated a day in on-half (1/2) day increments. At most the

Association member will have his/her day returned at the termination of the professional agreement. The committee shall meet to review the use of the days by the ill employee.

- 7.2 Personal Business Leave. The Board shall grant three (3) days of personal business leave without loss of pay per year. Personal business leave shall not occur the day before or the day after any extended weekend, holiday or vacation period or during the first five (5) or the last five (5) days of student attendance.

At the end of the school year unused personal business leave days will accumulate to the individual's sick leave. Written advance notice of the necessity for personal business leave shall be submitted as soon as possible, but not less than twenty-four (24) hours in advance to the Director and/or his/her designee. Not more than three (3) requests for personal business leave days shall be approved for any one school day. The Director and/or the appointed designee may waive all restrictions including the twenty-four (24) hour notice for personal business leave when in the Director's judgment a staff member's explanation of their request represents a hardship or an emergency.

- 7.3 Pro Rata Sick and Personal Business Leave: The Board shall grant its staff working less than full-time prorated sick leave based on the number of days worked. All staff members working less than one-half (1/2) times, shall not be eligible for Personal Business Leave. Staff members who work more than one-half (1/2) time shall receive Personal Business Leave on a prorated basis that is based on a percentage arrived at by dividing the number of days they work by 180 days (a standard contract) rounded up to the nearest half day.

- 7.4 Professional Leave. The Board encourages staff members to participate in local, state and national professional conferences, workshops, or clinics that are subject matter or education methodology oriented. Applications for attendance at professional conferences, workshops, or clinics dealing with subject matter or educational methodology shall be made in writing to the Director not less than ten (10) days prior to the date of the requested leave. After reviewing the request, the Director will approve or deny such request. And, if approved, LCSEA shall reimburse conference, workshop, or other meeting fees as well as mileage (reimbursement at the IRS rate), food, and lodging, if applicable.

If the event is outside of the student school year the staff member may choose to attend or not and shall receive the same expense reimbursements. Any staff member who is requested by administration to attend a conference, workshop, or other meeting outside of the student school day or year shall be paid at the staff member's daily per diem rate in addition to the paid expenses as stated above.

For any staff member approved to conduct an in-service or training within LCSEA or for another entity, every attempt will be made to schedule the training during the contracted school day. If every attempt fails, the staff member will be paid at their hourly rate for a one to three-hour in-service/training and at the staff member's daily per diem rate for in-services/trainings beyond three hours. Staff members will receive \$75.00 for the original in-service/training preparation. Mileage will be reimbursed at the IRS rate. All in-services outside of the student year will be voluntary.

- 7.5 Jury Duty. The District will pay full salary for jury duty, and the staff member will remit all other remuneration for duty to the District. (Staff shall notify the Director immediately upon their being informed of their call to jury duty.)
- 7.6 Unpaid Extended Sick Leave or Personal Leave. If a leave is desired, the staff member shall arrange for a meeting with the Director or the appointed designee, and a representative of the Association, if said representative is requested by the staff member. The purpose of the meeting will be to determine a reasonable period of leave and said leave must then be submitted to the Board for its approval. Written notification of intent to return to the system, accompanied with a physician's written statement in case of extended sick leave, shall be made to the Director by the staff member at least thirty (30) calendar days before the end of the first semester and sixty-five (65) days before the end of the second semester in which the leave terminates. Neither salary nor fringe benefits shall accrue to such staff member during leave of absence and during any period of leave no credit shall be earned on salary schedule advancement. Staff members granted such leave may make arrangements during the leave to continue at their own expense the hospital-surgical and life insurance coverage provided in this agreement.
- 7.7 Advance Study Leave. A leave of absence for the purpose of advance study of up to four (4) consecutive semesters within two (2) school years may be granted upon application, to any staff member, provided the staff member states his or her intention to return to the school system. The staff member will meet with the Director for the purpose of determining the period of the leave and to discuss the proposed course of study. The proposed plan will then be submitted to the Board for its approval not later than March 1<sup>st</sup> of that school year. The staff member will receive no salary or fringe benefits while on such leave. Written notification of intent to return to the system shall be made to the Director by the staff member by March 1<sup>st</sup> during the school year in which the leave terminates unless otherwise agreed upon in the terms of the leave. The Board shall not grant more than two (2) leaves every four (4) semesters to more than two (2) staff members.

## *ARTICLE VIII*

### *PAYROLL DEDUCTIONS*

- 8.1 The Board shall make available voluntary payroll deductions for payment of loans or for savings at the Credit Union. The staff member may have a stated amount deducted from their check each month.
- 8.2 The Board shall make available a payroll deduction to withhold professional dues from Association members' salary in pro rata installments, commencing after a staff member's written request for payroll deductions.
- 8.3 The Board shall make available, through payroll deduction, tax sheltered annuity programs to all staff members in the District as authorized by the Board from time to time.

## *ARTICLE IX*

### *SALARY AND COMPENSATION ITEMS*

- 9.1 The salary schedule for the 2017-2018 and 2018-2019 school years is contained in Appendix A which is attached to this Agreement. Each teacher will advance one step on the salary schedule each year of the contract. If a staff member is in the bottom cell of a column and does not move horizontally the following year he/she will come off the schedule. Once an individual is off the schedule he/she cannot return to the schedule. All staff members off-schedule will receive an increase of \$1,000 to their previous year's salary each year of the contract. Notwithstanding anything else in this Agreement to the contrary, any teacher who (1) is off-schedule in 2017-2018; (2) is eligible to retire under TRS on the date of his/ her retirement; (3) retires prior to June 30, 2019 without the Board incurring a penalty of any kind; and (4) submits his/her irrevocable notice of retirement by November 1, 2017, shall receive a 6% increase in his/her previous year's salary for the 2017-2018 and 2018-2019 school years instead of the \$1000 increases stated above. In addition, those individuals who provided a letter of irrevocable notice to retire in the 2015-2016 school year, shall receive, in addition to the 2% increase, an additional 4% increase (for an aggregate of 6%) over the previous years' salary for the 2017-2018 school year.
- 9.2 In addition to the annual salary provided for in the salary schedule, the Board shall pay on behalf of each employee his or her required contribution to the State of Illinois Teacher's Retirement System (hereinafter referred to as "TRS"), (for example, currently 9.0% of the employee's TRS creditable earnings), to be applied for the retirement

account of such employee, as well as the required contribution on any extra-duty stipends in the following amounts.

- 9.3 Staff members off the salary schedule and who are on longevity, will receive twenty-two (22) sick days per contract year.
- 9.4 In order to attract and retain school psychologists, vision itinerant-and speech/language pathologists, they shall be employed at the salary placement schedule plus \$12,000.00 each year non-cumulative.
- 9.5 Any staff member who desires to use coursework for movement to a higher educational salary differential must have the coursework pre-approved by the Director. Staff has the right to appeal the decision with the Board of Control
  - 9.5.1 All credits used for advancement beyond the BS step must be Undergraduate or graduate level credits.
  - 9.5.2 For an MS to be counted toward salary advancement, classes must be directly related to a current or prospective assignment within the cooperative.
  - 9.5.3 Credit hours to be applied for movement past the MS level must be earned after the MS degree has been granted. Classes must be directly related to the current assignment within the cooperative. Hours will be counted if earned from an accredited college or university.
  - 9.5.4 Coursework must be completed prior to September 1<sup>st</sup> to qualify for first semester salary advancement and/or by February 1<sup>st</sup> to qualify for second semester salary advancement. It is the responsibility of the staff member to furnish the LCSEA office with a final grade report by September 1<sup>st</sup> to show that qualifications have been met and movement to a higher educational differential will be granted. The official transcript will be ordered and provided to the LCSEA office by October 15<sup>th</sup>.
- 9.6 Paychecks shall be distributed on the 15<sup>th</sup> and last day of the month, except when the pay period occurs during a school holiday or weekend. At that time, it shall be distributed on the last teacher work day prior to the holiday or weekend. New teachers will have the option of receiving twenty-five (25) equal paychecks during their first year of employment, beginning with the final August payroll. The first payroll for returning teachers, or new teachers who do not elect to receive twenty-five (25) paychecks, will be September 15<sup>th</sup> or the last working day prior.

- 9.7 Teaching experience credit will be granted under the following conditions:
- (a) Teaching experience credit shall be granted on the salary schedule for complete semesters of teaching experience outside or in the District in units on one (1) year. A year teaching experience on the salary schedule shall be completed only upon the completion of two (2) full semesters and less than a full semester shall not be considered.
  - (b) The maximum experience allowable on the salary schedule for teaching experience outside the District is twelve (12) years or placement not more than Step L.
  - (c) One (1) year of teaching experience shall be given for two (2) semesters teaching experience regardless of the time elapsed between the semesters.
  - (d) No additional experience credit shall be allowed for teaching on a twelve-month contract.
  - (e) “Semester” shall be determined by the District in which the staff member taught.
  - (f) Teaching experience credit in institutions other than the public-school system of the United States may be granted if the teacher was required to have a college degree for the position in our school system and the work load was comparable to the position open in our school system. Such credit determination shall be made in the sole discretion of the Board.
  - (g) No newly employed staff member shall be placed at a position on the salary schedule resulting in higher compensation than any other employed staff member who holds a similar position if such other staff member has the same or greater teaching experience.

9.8 The Board shall offer a group health insurance plan. Staff members shall have the option to purchase coverage, under the conditions set forth herein.

- (a) The plan will provide for a \$500.00 deductible per family. The Board shall pay eighty percent (80%) of the first \$3,000.00 excluding the deductible and one hundred percent (100%) of the balance thereafter.
- (b) LCSEA shall have representation on the insurance committee. Any changes to the Dixon plan would become part of the LCSEA plan. Monthly employee premium contributions will be maintained unless DEA employee monthly premium contributions surpass the rate of \$110 per month for single coverage or \$260 per month for family coverage, at which time the LCSEA employee

premium contributions will increase to the DEA monthly employee premium contribution amount.

Year	Single	Family
2017-2018	\$110/ month (\$55/pay period)	\$245/ month (\$122.50/pay period)
2018 -2019	\$110/month (\$55/pay period)	\$245/ month (\$122.50/pay period)

- (c) The health insurance plan shall contain cost containment features concerning: weekend (Friday-Saturday) admissions; second opinions for non-emergency surgeries, provided the patient has his/her choice of doctors and the additional opinions are paid for under the health insurance plan; pre-notification and mandatory second opinion.
- (d) The Board shall also provide a life insurance and accidental death and dismemberment plan of \$20,000.00 for all staff members.
- (e) The following terms apply to any Staff Member hired after the ratification date of the CBA:
  - i. Single Coverage: \$50 per month (\$25 per pay period) with a \$500 deductible.
  - ii. Family Coverage: 50% of the COBRA rate (divided between the two monthly pay periods) with a \$750 deductible per family.
  - iii. The maximum out of pocket per individual is \$1,000 in-network and \$2,000 non-network. Prescription coverage is at 80% after the deductible has been met. The health insurance plan shall contain cost containment features concerning weekend (Friday – Saturday) admissions and second opinions for non-emergency surgeries, provided the patient has his choice of doctors and the additional opinions are paid for under the health insurance plan. The Board shall also provide a life insurance and accidental death and dismemberment plan of \$20,000 for all certified personnel.

Beginning with the 2017-2018 school year, a working spouse of an active employee covered by the Lee County Special Education Association’s (LCSEA) Medical Benefit Plan is not eligible for primary coverage on the District’s health insurance plan if the spouse is employed and is eligible for health insurance coverage provided by his or her employer. Coverage by the LCSEA plan on a secondary basis is available in such cases, provided the spouse has enrolled with

his or her employer for primary coverage and the spouse is properly enrolled in the LCSEA plan and all applicable premiums are paid as required.

If your spouse is employed and is not eligible for health insurance coverage with his/her employer, you must provide a letter of explanation from the employer. Should your spouse become employed and eligible for medical coverage at a future date for if there is a change in coverage status, you must contact the District Office.

- 9.8.1 Part time staff members who work less than twenty (20) hours per week are not eligible for health insurance coverage.
  - 9.8.2 The Board may provide for all or part of any such insurance coverage through self-insurance plan. The types of claims covered with the prior insurance carrier will be identical to those types of claims covered under the self-insurance plan or any future carrier.
  - 9.8.3 Any staff member who has worked the full contract year and is honorably dismissed for reduction-in-force or other financial exigency will have his/her health/life insurance coverage paid by the Board in accordance with section 9.8 of this article until the last day prior to the first day of the next school year following the reduction in force, which shall be the “qualifying event” as defined by Federal COBRA Statute. After that date, the staff member may purchase, at their own expense, continued insurance coverage by applying to the District self-insurance agent within thirty-one (31) days of termination. Continuous coverage shall be available for a period of eighteen (18) months providing the staff member is in compliance with the District’s requirements for premium payments, in accordance with the Federal COBRA Law.
- 9.9 Any staff member who suffers from a work-related illness or injury on duty with the District is entitled to recover all medical payments and temporary loss of salary incurred as a result of the illness or injury equal to but not more than the amount earned under regular working conditions, according to the provisions of the Illinois Workers’ Compensation and Occupational Diseases Act (“Act”). In such case, due to a time lag in received Workers’ Compensation benefit payments (which compromise 66-2/3rds of average weekly wages or of days off which are not compensable under the Act), the staff member may contribute one-third (1/3) of one sick leave day for each day of the work-related illness or injury to provide continued full daily wages, providing the staff member has accumulated sick leave.

This procedure shall be followed as long as the staff member is not paid under the Act and is absent from work because of work related illness or injury, and the staff member's accumulated sick leave is sufficient to support such payments. If the staff member's accumulated sick leave becomes depleted, only the benefits provided by the Workers' Compensation and Occupational Diseases Act shall be provided to the staff member. If temporary benefits are ultimately paid to the staff member, the staff member shall have his or her sick leave days restored by repayment of previously paid sick leave days to the Cooperative.

- 9.10 Any staff member who must use his/her personal automobile or otherwise provide their own transportation when on school business which has been approved by the Director or the appointed designee shall be reimbursed by the Board at a rate established by the Internal Revenue Service. Such mileage reimbursement shall not include routine travel from the staff member's home to the school to which he/she is assigned. The actual cost of other reasonable expenses incidental to travel such as meals and lodging, when on school business, shall also be reimbursed by the Board upon approval of the Director.
- 9.11 With administrative recommendation and Board approval, certificated employees may work up to an additional five (5) days in a contract year and shall be paid an additional 1/180 of their base salary for days worked beyond 180.
- 9.12 A Special Olympics coach will be selected by the Director and evaluated annually by the Director or his/her designee. A stipend of \$1,000 per event per year will be paid for this position. In the event the LCSEA Board decides not to participate in the Special Olympics program, coaching positions will no longer be filled, and the stipend will not be paid.
- 9.13 The Association agrees that there will be no grievance(s) filed regarding past step placement of any staff member who is hired prior to September 1, 1992.

The Association agrees that the Board shall be held harmless 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. The Association agrees that in 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.

- 9.14 The Board shall make arrangements with Dixon Public School District #170 to give LCSEA staff access to the flex 125 plan established for Dixon School District #170 employees no later than January 1, 1996, and the Board shall pay the monthly

administrative cost. Should the Dixon flex 125 plan cease to exist during the life of this contract, the Board shall be under no obligation to provide a replacement plan.

- 9.15 The Board of Control agrees to pay LCSEA members \$1,000 to mentor new staff members provided the mentors have been trained in an approved program. Unfilled mentoring positions will be offered to qualified staff members from the member districts of the cooperative.

## *ARTICLE X*

### *REDUCTION-IN-FORCE/SENIORITY PROCEDURES*

- 10.1 The Board shall follow the following procedures in seniority determinations:
- 10.1.1 Seniority is determined by total years of continuous teaching service in the District and years of continuous teaching service in any of the participating districts without a break in such continuous service, as provided in The Illinois School Code provided, however, that less than full-time service shall be computed on a pro rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining continuous years of service for seniority but such mutually agreed upon leaves will not constitute a break in service.
  - 10.1.2 If the years of continuous teaching service are equal between two or more teachers, seniority shall be determined by total years of continuous teaching service with the District; provided, however, that less than full-time service shall be computed on a pro rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority. Such mutually agreed upon leaves will not constitute a break in service.
  - 10.1.3 If the years of continuous teaching service are equal and the years of continuous teacher service with the District are also equal between two or more teachers, then seniority shall be determined by the most hours or recognized education credit earned.
  - 10.1.4 If two (2) or more teachers remain equal after application of the factors set forth in 10.1.3 above, then seniority shall be determined by lot.

## 10.2 Seniority List Procedures

10.2.1 A copy of the tentative listing shall be posted at the LCSEA Central Administrative Office, copies sent to each participating Member District, and a copy distributed to the Association's representative for consultation and correction prior to January 5<sup>th</sup> of each school term. A copy of each participating Member District's seniority list shall be requested by the Director and shall be available to staff members upon request.

10.2.2 Each staff member or their Association's representative shall have ten (10) teacher employment days from the date of posting to file written objections with the Director to the information contained on the list, including the staff member's ranking or qualification for positions. The objection shall specify any alleged errors. Failure of the staff member or their Association representative to make a timely objection shall be deemed to be an acceptance of the listings; the staff member or their Association representative shall be prohibited hereafter from challenging the staff member's ranking or qualifications for a position until the posting of a seniority list in the following school year. A finalized list shall be established and distributed to the Association's representative by February 1<sup>st</sup> of each school term.

## 10.3 Reduction-in-Force and Recall Procedure

10.3.1 Reduction-in-Force and Recall Procedures shall be according to The Illinois School Code in current form and as amended by subsequent legislation or administrative rules.

### *ARTICLE XI*

#### *DURATION AND EFFECT OF AGREEMENT*

11.1 This Agreement shall be effective upon the date this Agreement is executed by both parties except for Section 6.5.2 and Article 9, which shall be in effect on the first day of the 2017-2018 school year, and the Agreement shall terminate on the day prior to the first day of the 2019-2020 school year.

11.2 Upon written demand to bargain, negotiations for a new contract shall begin during April of the year in which the Agreement is to terminate. Upon the termination of this Agreement, no moves to a higher educational differential shall be granted during contract negotiations for a successor contract after expiration of the Agreement.

11.3 The terms and conditions set forth in this agreement represent the complete

understanding and entire agreement between the parties and neither party shall be bound by any statement, representation, agreement, stipulation or provision made prior to the execution hereof and not set forth herein.

- 11.4 This agreement shall benefit and be obligatory upon the parties hereto and the teachers employed by the Board during the term of this agreement.
- 11.5 Individual contract or employment agreements shall be consistent with the terms and conditions of this agreement.
- 11.6 Should any article, section or clause of this agreement be declared illegal by a court of jurisdiction, said article, section or clause shall be automatically deleted from this agreement to the extent that it violated the law and shall be renegotiated immediately after the declaration of illegality. The remaining articles, sections and clauses shall remain in force for the duration of this agreement.
- 11.7 Within ten (10) calendar days following ratification of the agreement, the Board shall have sufficient copies of the agreement prepared and delivered to the Association for its distribution to each staff member in the District. The cost of preparing the Agreement shall be borne by the Board and the Association.
- 11.8 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Negotiations of matters covered in this agreement may be reopened only through the voluntary mutual consent of the parties.

This Agreement is entered into and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

DIXON EDUCATION ASSOCIATION  
LEE COUNTY SPECIAL EDUCATION  
ASSOCIATION – IEA/NEA

LEE COUNTY SPECIAL EDUCATION  
ASSOCIATION GOVERNING BOARD

By: \_\_\_\_\_  
Dixon Education Association President

By: \_\_\_\_\_  
Board of Control President

By: \_\_\_\_\_  
Lee County Special Education Association President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary

## APPENDIX

### 2017 - 2018 SALARY SCHEDULE

		3	4	5	6	7
<u>Step</u>		<u>BA</u>	<u>BA +15</u>	<u>MS</u>	<u>MS +15</u>	<u>MS +30</u>
A	1	\$34,521	\$35,442	\$36,902	\$37,837	\$38,771
B	2	\$35,442	\$36,362	\$37,837	\$38,771	\$39,705
C	3	\$36,362	\$37,283	\$38,771	\$39,705	\$40,639
D	4	\$37,283	\$38,203	\$39,705	\$40,639	\$41,574
E	5	\$38,203	\$39,124	\$40,639	\$41,574	\$42,508
F	6	\$39,124	\$40,044	\$41,574	\$42,508	\$43,443
G	7	\$40,044	\$40,966	\$42,508	\$43,443	\$44,376
H	8	\$40,966	\$41,886	\$43,443	\$44,376	\$45,311
I	9	\$41,886	\$42,807	\$44,376	\$45,311	\$46,246
J	10	\$42,807	\$43,727	\$45,311	\$46,246	\$47,180
K	11	\$43,727	\$44,648	\$46,246	\$47,180	\$48,115
L	12	\$44,648	\$45,569	\$47,180	\$48,115	\$49,048
M	13	\$45,569	\$46,489	\$48,115	\$49,048	\$49,983
N	14	\$46,489	\$47,410	\$49,048	\$49,983	\$50,917
O	15	\$47,410	\$48,331	\$49,983	\$50,917	\$51,852
P	16	\$48,331	\$49,252	\$50,917	\$51,852	\$52,785
Q	17	\$49,252	\$50,172	\$51,852	\$52,785	\$53,720
R	18	\$50,172	\$51,093	\$52,785	\$53,720	\$54,655
S	19	\$51,093	\$52,013	\$53,720	\$54,655	\$55,589
T	20	\$52,013	\$52,934	\$54,655	\$55,589	\$56,524

All teachers on longevity receive \$1,000 increase in previous year's salary, and 22 sick days.

Lane movement due to increased education.

**2018 - 2019**  
**SALARY SCHEDULE**

		3	4	5	6	7
<u>Step</u>		<u>BA</u>	<u>BA +15</u>	<u>MS</u>	<u>MS</u> <u>+15</u>	<u>MS +30</u>
A	1	\$34,866	\$35,796	\$37,825	\$38,783	\$39,740
B	2	\$35,796	\$36,726	\$38,783	\$39,740	\$40,698
C	3	\$36,726	\$37,656	\$39,740	\$40,698	\$41,655
D	4	\$37,656	\$38,585	\$40,698	\$41,655	\$42,613
E	5	\$38,585	\$39,516	\$41,655	\$42,613	\$43,570
F	6	\$39,516	\$40,445	\$42,613	\$43,570	\$44,529
G	7	\$40,445	\$41,375	\$43,570	\$44,529	\$45,486
H	8	\$41,375	\$42,305	\$44,529	\$45,486	\$46,444
I	9	\$42,305	\$43,235	\$45,486	\$46,444	\$47,402
J	10	\$43,235	\$44,164	\$46,444	\$47,402	\$48,359
K	11	\$44,164	\$45,095	\$47,402	\$48,359	\$49,317
L	12	\$45,095	\$46,025	\$48,359	\$49,317	\$50,275
M	13	\$46,025	\$46,954	\$49,317	\$50,275	\$51,233
N	14	\$46,954	\$47,885	\$50,275	\$51,233	\$52,190
O	15	\$47,885	\$48,814	\$51,233	\$52,190	\$53,148
P	16	\$48,814	\$49,744	\$52,190	\$53,148	\$54,105
Q	17	\$49,744	\$50,673	\$53,148	\$54,105	\$55,063
R	18	\$50,673	\$51,604	\$54,105	\$55,063	\$56,021
S	19	\$51,604	\$52,533	\$55,063	\$56,021	\$56,979
T	20	\$52,533	\$53,463	\$56,021	\$56,979	\$57,937

All teachers on longevity receive \$1,000 increase in previous year's salary, and 22 sick days.

Lane movement due to increased education.

