

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

SOUTH EASTERN SPECIAL EDUCATION DISTRICT

AND

SOUTH EASTERN SPECIAL EDUCATION ASSOCIATION

2017-2020

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ARTICLE I

PURPOSE

- 1.1** This Agreement is negotiated pursuant to the Illinois Educational Labor Relations Act to establish the terms and conditions of employment for the members of the bargaining unit therein defined.
- 1.2** The SESE Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the SESE Board, bargaining unit members, the Association, students and parents.
- 1.3** The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

- 2.1** The Special Education SESE Board of South Eastern Special Education District (SESE), hereinafter “Governing Board,” “Executive Board” or “District”, hereby recognizes the South Eastern Special Education Association/IEA/NEA, hereinafter the “Association” as the sole and exclusive bargaining representative for all licensed educational support personnel employees (except for those confidential clerical staff assigned directly to the Director) as well as all licensed educator or otherwise licensed medical employees including, but not limited to, teachers, psychologists, pre-vocational coordinators, speech/language pathologists, occupational therapists, physical therapists and social workers, COTAs and PTAs, but excluding the Director, and Technical Assistance Supervisors.

- 2.2** No agreement, understanding, consideration or interpretation which alters, varies, waives or modifies any of the terms or conditions contained herein shall be made with any employee or group of employees by the SESE Board or any of the SESE Board’s agents or representatives, unless it has been made, ratified and agreed to in writing by the SESE Board and the Association. The SESE Board agrees not to negotiate with or recognize any employee individually, or any employee’s organization other than SESEA/IEA/NEA for the duration of the Agreement.

- 3.1** The term “employee” means any individual whose position is included in the bargaining unit as defined in 2.1.
- A. “Licensed Educators” means any employee of the South Eastern Special Education District (SESE), who is required to hold a Professional Educator License issued in accordance with Article 21 of *The School Code*.
- B. “Licensed Medical” means any individual whose position requires professional licensure from the Department of Professional Regulation, including physical therapists, occupational therapists, COTAs and PTAs.
- C. “Licensed Educational Support Personnel” includes all other educational support personnel employed by the Board.
- 3.2** “Days” are defined as and understood to be working days.
- 3.3** Itinerant employee means any employee who has assigned Central Office space but provides professional services to member districts.
- 3.4** Central Office employees are itinerant employees or secretaries or paraprofessionals who have an office space assigned in the South Eastern Special Education Central Office by the Director of the District.
- 3.5** The term “Director” when used in this Agreement shall mean the Director of the South Eastern Special Education District or the Director’s designated representative.
- 3.6** The term “paraprofessional” when used in this Agreement shall mean the positions of program assistant, personal care aide, pre-vocational job coach, educational signing assistant, and licensed practical nurse or registered nurse.
- 3.7** The term “Governing Board” shall mean the Governing Board of the South Eastern Special Education District, consisting of an elected Board Member from each member district.
- 3.8** The term “Executive Board” shall mean the Executive Board of the South Eastern Special Education District. This Board consists of the Superintendent from each member district.
- 3.9** The term “SESE Board” shall mean interchangeably the Executive Board and Governing Board of South Eastern Special Education District.
- 3.10** The term “Central Office” when used in this Agreement shall mean the South Eastern Special Education District office buildings located in Sainte Marie, Illinois.

- 4.1** The SESE Board shall place on the agenda of each SESE Board meeting any matters brought to its attention by the Association under COMMUNICATIONS OF VISITORS OR EMPLOYEES.
- 4.2** The President of the Association, or the President's designee, shall be given written notice of the time and location of all regular and special meetings of the SESE Board together with a copy of the tentative agenda or statement of purpose of each meeting at least seventy-two (72) hours prior to the scheduled time of the meeting. In the event an emergency meeting is called as provided for by statute, the President of the Association will be notified by telephone at the same time that notification is made to the media and members of the SESE Board.
- 4.3** One copy of the unofficial minutes from regular or special meetings of the SESE Board (except for closed sessions) shall be mailed and/or delivered through electronic means to the Association President at the same time SESE Board members receive their copies of said minutes. It is understood that these unofficial minutes may be corrected and/or revised prior to their official acceptance by the SESE Board.
- 4.4** The SESE Board will provide annually one copy to the Association upon request:
- Official Budgets
 - Official Financial Reports
 - Federal Projects Budgets
 - Federal Projects Audits
- 4.5** Names and addresses of newly hired employees shall be provided to the President of the Association within fifteen (15) days of their employment.
- 4.6** Should the Association desire to send representatives to IEA/NEA Association activities, up to eight (8) days will be approved per contract year. The employees will be released without loss of pay or benefits. The cost of the substitute will be split between the Association and the District. Upon approval of the SESE Board, an additional four (4) days may be granted, the cost of which is to be paid by the Association. The Association will give ten (10) days written notice to the Director or Assistant Director.
- 4.7** The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.
- 4.8** Before or after regular work hours the Association and its representatives shall have the right to use a designated room in the SESE Central Office building for a meeting place with the approval of the Director, such approval not to be unreasonably denied.
- 4.9** Duly authorized representatives of the Association and the Illinois Education Association shall be permitted to transact official Association business on school property during duty free times of such employees and provided the educational program or employee job duties are not interrupted or employee work schedules are not altered to transact Association business. Duty free is defined as being time before and after the regular employee workday and during the employee's duty-free lunch period.

- 4.10** The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be located in the Central Office. Association materials may not be delivered except during regularly scheduled trips to schools for delivery of services for the District.
- 4.11** The local Association shall be allowed to use office equipment, excluding computers used by confidential employees, of the Central Office provided the equipment is not in use and the use of the equipment does not interfere with any employee's regular duties. The Association shall pay for the entire cost of all materials and supplies used for Association business. The cost charged for use of the Central Office copier shall be \$.05 per copy.

- 5.1** Employees have the right to participate in professional negotiations with the SESE Board through representatives of their own choosing, and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and the educational program.
- 5.2** When an employee is required to meet with the Director or before the SESE Board for disciplinary reasons, said employee shall be entitled to have a representative present and shall be given written notice 48-hours in advance of the meeting and also be given the reasons for the required appearance. The Director may reduce the required notice to 24-hours in emergency situations upon providing notice to the Association.
- 5.3** Central Office employees may use the Central Office facilities outside of the normal workday hours for work related purposes.
- 5.4** Any employee who can demonstrate the need to use the Central Office facilities other than during work hours will be provided with a key on an annual basis with the approval of the Director, such approval not to be unreasonably denied.
- 5.5** There shall be only one official personnel file for each employee. He/she shall have access to review the contents of this file, exclusive of pre-employment confidential materials, during normal office hours by requesting such in writing forty-eight (48) hours in advance. However, said reviews shall occur only in the presence of the Director. Therefore, in those instances when the Director is not immediately available within forty-eight (48) hours of the request, an appointment will be scheduled at the earliest mutual opportunity for both parties. The employee may have a copy made of specific documents in the file upon payment of the copy charge. Only materials contained in the official personnel file may be used in employee disciplinary actions.

5.6 Management Rights

The SESE Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy:

- The functions of the SESE Board
- Standards of service
- The SESE Board's overall budget
- Selection of new employees
- Direction of all employees

5.7 Probationary Staff (licensed educational support personnel staff/licensed medical staff)

- Licensed educational support personnel employees are required to complete a two (2) year probationary period, and licensed educators/licensed medical employees are required to complete a four (4) year probationary period. It is not required to state a reason for the dismissal of a probationary employee.

- An employee who has successfully completed the probationary period may be dismissed only after being notified in writing the reason or cause for the dismissal. The dismissal action will be by a majority vote of the SESE Board on a motion setting forth the specific reason(s) for the dismissal.
- Before a non-probationary employee is recommended for dismissal for causes that are deemed remediable in the opinion of the Director, the SESE Board will provide the employee with a written warning stating the specific causes which, if not corrected will be grounds for dismissal.
- This contract provision shall not be construed as limiting or impairing the authority of the SESE Board to dismiss an employee as part of a reduction-in-force.

6.1 Length of Contract

- A. The SESE Board reserves the right to determine the length of an employee’s initial length of contract. An employee’s initial contract shall state the number of days to be worked and shall become his/her standard contract. No standard contract shall be less than one hundred seventy-eight (178) days.

- B. Unless the SESE Board provides written notice forty-five (45) days before the end of the school term, the length of the employee’s contract for the forthcoming year shall be equal to the employee’s standard contract. Failure to notify an employee by certified mail on or before forty-five days before the end of the school term shall preclude the SESE Board from reducing the employee’s work below the employee’s standard contract.

- C. Based upon a standard school year of 176 student attendance days, 4 in-service days and 5 emergency days, the SESE Board shall have the right to assign a work year not to exceed the following:
 - Psychologist - 220 days
 - Social Worker - 200 days
 - Physical Therapist - 210 days
 - Occupational Therapist - 220 days
 - COTA/PTA - 180 days
 - Prevocational Coordinator - 210 days
 - Classroom Teacher - 180 days
 - Itinerant Teacher - 180 days
 - Speech Therapist - 180 days
 - Secretary - 225 days
 - Paraprofessional - 180 days

- D. A paraprofessional’s length of contract shall be 178 days with a possibility of two (2) additional days at the discretion of the Director, with salary to be paid at the employee’s normal hourly rate.

- E. With the employee’s approval, the Executive Board may increase an employee’s contract over the number of days set forth in the employee’s standard contract and/or over the number of days set forth in paragraph C, the Executive Board may reduce an employee’s contract below the number of days in the employee’s standard contract and/or below the number of days set forth in paragraph C, consistent with the notice provisions of paragraph B and other provisions regarding Reduction in Force.

- F. By July 1, the Director shall notify each itinerant employee of the school calendar he/she is to follow for the coming school year. Such assignments are subject to change. In the event changes are made after July 1, the employee will be notified as soon as possible. The Board will make every effort to notify employees with significant changes in their work assignment as early as possible.

G. The work assignments of SESE employees fall into three general categories: employees permanently assigned to work in member districts; employees permanently assigned to work in the Central Office; and itinerant employees who have assigned Central Office space but provide professional services to member districts. The following guidelines apply to each category of employees:

- .1 When schools are closed due to inclement weather or other acts of God, employees permanently assigned to work in member districts, including classrooms, shall follow the schedule of the district to which they are assigned.

Example: An employee permanently assigned to work in the Olney ECE classroom (located in the Richland County School District) would not work if the Richland County School District has cancelled school due to inclement weather or other acts of God.

- .2 If the Central Office is closed due to inclement weather or other acts of God as determined by the Director, employees permanently assigned to work in the Central Office facility shall follow the schedule established by the Director.

Example: An employee permanently assigned to work in the Central Office would not work if the Central Office is closed due to inclement weather or other acts of God.

- .3 An itinerant employee shall follow the schedule of their assigned “home district”, except as otherwise provided in this paragraph. If either the district in which the itinerant employee is scheduled to work or the Central Office is closed due to inclement weather or other acts of God, on a day the itinerant employee is scheduled to work in either the closed District or the closed Central Office (and regardless as to whether the employee’s “home district” is in session), then the itinerant employee shall not report to the closed District nor the closed Central Office. If either the District (other than the employee’s “home district”) in which the itinerant employee is scheduled to work or the Central Office is open on a day the itinerant employee’s “home district” is closed due to inclement weather or other acts of God and on a day the itinerant employee is scheduled to work in either that District or the Central Office, then the employee shall report to that District or Central Office. Nothing in this paragraph will cause an employee to work more days than provided for in their standard contract.

Example 1: An employee’s “home district” is the Oblong School District, and the Oblong School District is closed on Day X due to inclement weather. On Day X, the employee is scheduled to work at the Central Office, which is open. The employee is required to report to work at the Central Office on Day X.

Example 2: An employee’s “home district” is the Robinson School District, and the Robinson School District is closed on Day X due to inclement weather. On Day X, the Oblong School District is open. On Day X, the employee is scheduled to work at both the Robinson School District and the Oblong School District. The employee is required to report to work at Oblong, but may not report to Robinson.

- H. If an employee is requested to work longer than the standard contract for his/her position, such work will be compensated on a per diem basis. No employee can be required to accept such extra work.

If the itinerant employee's "home district" has been closed (due to inclement weather, Act of God, or other emergency), and the itinerant employee has worked in other districts enough days that the itinerant employee's contract will end before the end of the "home district" school year (thus effecting services to the "home district"), the itinerant employee and the Director will work out a revised work schedule designed to maximize the services available to students in member districts. If this schedule requires the itinerant employee to work longer than the standard contract for his/her position, such work will be compensated on a per diem basis. No employee can be required to accept such extra work.

6.2 Work Day

- A. The standard workday for teachers shall be the same as that of the licensed educator staff of the building to which the teacher is assigned, including planning periods and a duty free lunch period equal to that of the teachers in that building. Preparation time does not include time prior to or at the conclusion of each regular school day which is outside the student attendance day. If, in emergency situations, a teacher is required to supervise student(s) during their regular lunch period the teacher will be permitted to use an amount of time equal to their duty free lunch period at the end of the work day as their duty free lunch period. Emergencies must be approved by the building principal or South Eastern Special Education Administrator. If neither is available, the teacher has the right to make the decision that an emergency exists and the teacher needs to supervise students during the teacher's duty free lunch period.
- B. The standard workday for paraprofessionals shall be six and one-half (6 ½) hours. Paraprofessionals will receive a duty free lunch period, as designated by the Director, of not less than thirty (30) minutes. If, in emergency situations, a program assistant or personal care aide is required to supervise student(s) during their regular lunch period they may use an amount of time equal to their duty free lunch period at the end of their work day as their duty free lunch period. Emergencies must be approved by the building principal or South Eastern Special Education Administrator. If neither is available, the supervising teacher has the right to make the decision that an emergency exists and that the paraprofessional needs to supervise during their duty free lunch period.
- C. The standard day for employees at the Central office shall be 8:00 AM to 3:30 PM. Employees shall receive a duty free lunch period, as designated by the Director, of not less than thirty (30) minutes.
- D. The standard day for itinerant employees shall be 8:00 AM to 3:30 PM. Employees shall receive a duty free lunch period, as designated by the Director, of not less than thirty (30) minutes.

- E. The standard workday for secretaries shall be seven (7) hours. Secretaries shall receive a duty free lunch period, as designated by the Director, of not less than thirty (30) minutes.
- F. Employees may be required to attend functions (e.g. open houses, in-services, etc.) outside the normal workday if requested to do so by the Director and/or SESE Board.
- G. A flex time work schedule, as approved by the Director, shall be in effect for Central Office employees for the period from June 1 through August 15. Under the flex-time work schedule Central Office employees shall work seven (7) hours but may request a work starting time not earlier than 7:00 A.M. and either an hour or half-hour duty-free lunch period. The length of the lunch period selected shall remain in effect for the entire summer. Central Office employees are required to submit a summer schedule to their Supervisor.

6.3 Teachers will be notified of the amount they can spend on supplies and other materials. The supplies and materials identified for purchase will be subject to administrative review and approval. If the request is denied by the Director the teachers will be notified in writing. If the request for materials and supplies is submitted by October 1 such requests cannot be denied due to lack of funds.

6.4 The Association will be consulted regarding the planning of any in-service or workshop which employees are required to attend.

6.5 An orientation meeting for all new employees shall be held approximately one (1) week prior to the beginning of each school term and as needed thereafter. This meeting will be to inform new employees of school policies and procedures and to explain questions or concerns. The Association shall be notified at least one week before the scheduled orientation, and the Association shall have the right to send a representative from appropriate disciplines and/or buildings to aid in this orientation. For employees hired after the beginning of the school year, the Director will allow one (1) hour for meeting with Association representative, upon the discretion of the employee.

6.6 With the approval of the Director, employees shall be granted release time to attend parent, IEP, or other conferences concerning their own child; however, employees shall return to work after attending said conferences unless the conference takes place at the end of the work day. Except in cases of an emergency, the employee must provide notice at least forty-eight (48) hours prior to the scheduled absence. Every effort will be made to schedule such conferences at a time other than during regular working hours. If the leave is denied then the Director shall state in writing the reason.

6.7 Teachers and paraprofessionals who are going to be absent from work and who will need a substitute must notify the Director no later than 6:30 A.M. on the day of absence.

6.8 Except to accommodate parent work schedules or emergency situations, annual review meetings for students attending SESE classes will be scheduled to begin no later than 2:30 P.M. Each employee will receive a tentative schedule of annual reviews they are to attend at least two (2) weeks in advance of the meetings. The Board and the Association agree that electronic notice provided using electronic calendars meets the requirement of at least two (2) weeks in advance of the meeting.

**ARTICLE VII ASSIGNMENTS, VACANCIES, PROMOTIONS, TRANSFERS AND
REDUCTIONS IN FORCE**

7.1 Employee Assignment

- A. All employees will be given written notice of their tentative building assignments, class assignments and room assignments for the forthcoming year not later than July 1. Such assignments are subject to change. In the event changes are made after July 1, the employee will be notified as soon as possible. If an employee is dissatisfied with a change in assignment, the employee may request that the Director and the Association collaboratively discuss alternative accommodations, but the final decision shall be made by the Director. He/she may resign without penalty provided the resignation is not effective until thirty (30) calendar days after the notification of assignment or until a suitable replacement has been secured, whichever comes first. The Board will make every effort to notify employees with significant changes in their work assignment as early as possible.

- B. If an employee's work assignment is changed during the school term the employee shall be notified of the change at least two (2) days in advance of such change.

- C. Employees interested in a change of assignment may submit their letter of interest to the Director for consideration. To be considered for the following school year, the letter should be submitted by February 1.

7.2 Vacancies and Promotions

All vacancy notices (including vacancies for promotional positions) shall be posted in the Central Office, sent to the Association President, and sent to SESE classrooms. No position will be filled with a new employee without giving current employee(s) due consideration, provided that in all cases, the individual who, in the judgment of the Board and the Director, possesses the qualifications required to perform the duties of the vacant position most effectively is to be selected for the position. Final considerations for filling vacancies with a permanent employee will not occur until after a minimum of five (5) days filing date deadline has passed. During the summer, the Association will notify employees of vacancies. The Board and the Association agree that this Section 7.2 is consistent with and shall be interpreted in compliance with Section 24-1.5 of the *Illinois School Code*.

7.3 Length of Continuing Service – Definitions

Length of Continuing Service shall be calculated from the employee's first day of work in a position (excluding substitute work) for SESE. A day of work shall be defined as a day in which the employee is present or paid or is on a qualifying unpaid leave. A qualifying unpaid leave shall be those leaves covered under the FMLA or other child-rearing leaves of six (6) months or less. However, employees cannot accrue continuing service while on an unpaid leave or absence except as provided above. Further, employees who resign shall forfeit all prior earned service. Length of Continuing Service shall accrue either in a licensed educator, licensed medical or licensed educational support personnel position separately, and an employee shall accrue continuing service only in the category of current employment. An employee shall have no right to claim continuing service or to "bump" cross-categorically,

except as otherwise provided by law. In the case of a tie in continuing service, the sequence of honorable dismissal shall be determined by the following:

1. Length of Illinois public school experience as determined by credit with the Illinois Municipal Retirement Fund (IMRF) or Teacher Retirement System (TRS);
2. Highest degree obtained;
3. Most graduate hours obtained; and
4. Random selection by lots.

In addition, a copy of the Length of Continuing Service List for all employees (by category of position) shall be provided to employees no later than seventy-five (75) days prior to the end of the school term. Employees shall have twenty (20) days from the distribution of the list to notify the Director of errors within the list.

7.4 Reduction In Force

In the event of a reduction of licensed educator employees, the Board shall follow the procedures outlined in Section 24-12 of the *Illinois School Code*.

In the event of a reduction of licensed educators, licensed medical or licensed educational support personnel, the Board shall follow the procedures outlined in Section 10-23.5 of the *Illinois School Code*.

A copy of the Sequence of Honorable Dismissal list for all employees (by category of position) shall be provided to the Association President seventy-five (75) days prior to the end of the school term. The Association President shall also be provided a copy of the Sequence of Honorable Dismissal list for teachers with names attached upon request. The Association shall have twenty (20) days from the distribution of the list to notify the Director of errors within the list. The Association President and Director shall work to resolve errors.

7.5 Recall from Reduction in Force

- Recalls shall be made in accordance with the procedures of the *Illinois School Code*. For purposes of recall, vacant positions include full-time positions and full-year, part time positions vacant because of leaves, whether paid or unpaid.
- It shall be the responsibility of each employee subject to recall to apprise the Executive Board in writing of said employee's mailing address at their time of layoff and of each mailing address change during the recall period. The employee shall have fifteen (15) calendar days from the postmark date on the recall offer to respond to such offer. If the Board does not receive such response before the fifteen (15) day period has elapsed, the employee will be presumed to have rejected the offer. If an opening occurs after August 1, the employee shall have five (5) calendar days from the date of receipt to respond to the letter of recall.

7.6 Reduction in Force Committee

Reduction in Force committee shall consist of three (3) Licensed Educators selected by the Association and three (3) members selected by the Board. They shall meet at least once during

the school term no later than December 1 to determine and review modifications to criteria for determining the Sequence of Honorable Dismissal list as described in the School Code.

8.1 Sick Leaves

All employees will be granted sick leave as per Section 5/24-6 of the *Illinois School Code*.

- A. Those employees working less than a full day will receive the appropriate number of days of a length equal to their day.
- B. Those employees working fewer than one hundred seventy-six (176) days will receive a prorated number of days based on twelve (12).
- C. Employees working one hundred seventy-six (176) days and beyond will receive sick leave days in the following amounts:

176 – 189 work days	12 sick days
190 – 209 work days	13 sick days
210 or more work days	14 sick days
- D. For purposes of claiming sick leave pay in full day or half day increments, the statement “personal illness” shall be sufficient but with the further understanding that this administrative procedure does not limit or impede the SESE Board’s right to require a physician’s certificate as a basis of pay for personal illness in accordance with Section 5/24-6 of the *Illinois School Code* which includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. The definition of immediate family shall be expanded to also include aunts, uncles, nieces, nephews and grandparents-in-law, children-in-law, sons-in-law and daughters-in-law. Sick days may also be used in the case of death of aunts, uncles, nieces, nephews, grandparents-in-law, children-in-law, sons-in-law and daughters-in-law.
- E. The SESE Board shall furnish each employee with a written statement at the beginning of each employee work year setting forth the total sick leave credit.
- F. South Eastern Special Education is subject to the Illinois Workers’ Compensation Act (820 ILCS 305/1) and the Occupational Diseases Act (820 ILCS 310/1). If an employee is injured while in the course of their employment, he/she may file a claim for benefits under Workers' Compensation by adhering to the procedures set forth by law, as well as by the policies and procedures adopted by the Board and/or Director.

Subject to compensability determination by the Worker’s Compensation carrier, Total Temporary Disability (TTD) benefits may be paid to the injured employee who needs to be absent from work to recover from a work-related injury or illness. The employee is entitled to collect TTD benefits until he/she is able to return to work that is reasonably available to him or her. The employee is entitled to weekly compensation at the rate of sixty-six and two-thirds (66 2/3) of his/her average weekly wages one year prior to the date of injury/illness. The Illinois Workers’ Compensation Commission, subject to certain legal maximums and minimums, establishes the amount of these benefits.

If an employee is unable to work for one (1) to three (3) days due to a work-related injury or illness, the employee may use accumulated sick leave for his or her absence. If an employee is unable to work for four (4) to fourteen (14) days due to a work-related injury or illness, the employee may use accumulated sick leave for his or her absence for the first three (3) days of absence, and the remaining days will be compensated by Worker's Compensation TTD benefits. If an employee is unable to work for fifteen (15) or more days due to a work-related injury or illness, the employee will be compensated by Worker's Compensation TTD benefits.

- G. Duty-Connected Contagion: Employees absent from work due to a contagion of bugs, reasonably believed to be contracted at school in the discretion of the Director and only following a confirmation by the Director of bugs at school, may use sick leave days for the first two (2) days of such absence. Contagion of bugs would include head lice, body lice, and bed bugs, as well as other types of bugs that can be transmitted from one person to another.
- H. If an employee becomes unable to work due to injury caused by physical aggression of a student while in performance of duties in accordance with Board policy, the employee will not lose salary or be charged with sick leave days for the first three (3) days of such absence or until the employee becomes eligible for Worker's Compensation, whichever comes first.

8.2 Bereavement Leave

An employee is entitled to a paid leave/absence from the District, not to exceed three (3) days, on account of the death of a member of the employee's immediate family if acceptable proof of death and relationship is provided and the leave/absence commences within ten (10) calendar days of the death. This is in accordance with Section 5/24-6 of the *Illinois School Code* which includes parents, spouse, brothers, sisters, children, children-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and legal guardians. The definition of immediate family shall be expanded to also include aunts, uncles, nieces, nephews and grandparents-in-law.

8.3 Personal Business Leave

At the beginning of each school year each employee shall be credited with three (3) days to be used for personal business in full day or half day increments. Personal business days may be used for any purpose at the discretion of the employee, except that they shall not be used immediately before or after a school holiday or vacation except in emergencies or, as approved by the Director. Any use of more than two (2) consecutive personal days shall require the prior approval of the SESE Board or Director. No more than four (4) employees may use a personal day on any given day, except in an emergency as determined by the Director. An employee planning to use a personal business leave day shall notify the Director at least twenty-four (24) hours in advance, except in cases of emergency. Unused personal employee business leave days shall accumulate up to four (4) days before rolling into sick leave/days.

8.4 Professional Leave

- A. Each employee shall be eligible for professional and/or job performance leave. Professional/job performance leave may be used to attend workshops, conferences and seminars to improve the employee's professional and/or job performance knowledge and understanding. Visitations and observations that relate to an employee's job performance are also eligible for professional and/or job performance leave.
- B. The approval of a request for professional/job performance leave is at the sole discretion of the Director. The Director will respond to leave requests and give written reason(s) why a request for leave was denied or why the specific reimbursement option was chosen.
- C. The Director shall make a good faith effort to approve requests for professional/job performance leave for attendance at conferences, workshops and seminars on a rotating basis so that all eligible employees are allowed to attend these conferences, workshops and seminars on an equitable basis.
- D. The Director shall have discretion in determining whether to reimburse expenses and/or how much to reimburse for professional/job performance leave. In making this determination the Director will consider available funds and the expected value to SESE of the requested leave. Although not intended as an exclusive list of available options, the following are some of the types of options that may be utilized:
 - .1 The leave may be approved with the understanding that no expenses will be reimbursed.
 - .2 The leave may be approved with the understanding that expenses will be reimbursed in accordance with section 11.3 of this Agreement.
 - .3 The Director may establish a flat amount as an allowance for attendance at a conference, seminar or workshop.
 - .4 The Director may approve the payment of specified items of expense, such as registration fees or mileage, but not any other expenses.
 - .5 If more than one employee attends the same conference, workshop or seminar the Director can approve one mileage allowance for all attending employees, and they can either ride together or share the allowance.

8.5 Leave for Legal Proceedings

Any employee called for jury duty or who is subpoenaed to testify in a judicial, administrative or grievance matter during working hours shall not lose salary or benefits, except that said employee shall reimburse the District for any per diem payment for such service. This provision is not applicable if the member is subpoenaed to testify under the following conditions:

- A. A matter in which either the member, or any of the member's family, or any business associate have a financial interest.

- B. If the staff member is a witness against the District, the SESE Board or its representatives as the result of any legal actions related to labor relations matters commenced by or on behalf of the National Education Association, Illinois Education Association and the South Eastern Special Education Association, its agents or members, or as the result of any legal actions arising from collective negotiations between the South Eastern Special Education Association and the SESE Board, except that the SESE Board shall provide additional Association Leave, not to exceed a total of three (3) days per year with the cost shared between the Board and the Association, which the Association can use to provide time off without loss of salary or benefits, to staff members subpoenaed to testify in judicial, administrative or grievance proceedings concerning labor relations matters.

8.6 Leave for Professional Appointments

Subject to SESE Board approval, employees elected or otherwise selected to serve on the governing board of an area teacher center, State Board of Education/Department of Education Committee/Task Force or similar professional advisory policy-making body shall be allowed release time. Expenses for such meetings shall not be paid by the SESE Board.

8.7 Release for SESE Board Meetings

One Association member will be released from assignment to attend regular monthly meetings of the SESE Board at no expense to the SESE Board. If a substitute is needed, the Association will pay for the cost of the substitute. It is understood that the employees attending such meetings must fulfill their job responsibilities.

8.8 Sabbatical Leave

The SESE Board may grant sabbatical leave as provided by the School Code of Illinois.

8.9 Unpaid Leave

Leaves of absence may be granted without pay to employees who have (1) been employed in the District a minimum of four years, (2) rendered satisfactory service to the District, and (3) desire to return to employment in a similar capacity upon termination of said leave. Said leave shall not be counted as experience on the salary schedule. A letter of intent to return from a leave of absence must be filed with the Director thirty (30) days prior to the end of said leave.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to employees meeting the above three requirements according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least two (2) months before leave is desired, subject to approval by the SESE Board.
- B. Dates of departure and return must be acceptable to the Director and determined prior to initiating the request.

- C. Leaves of less than one (1) month, if acceptable to and approved by the Director, will not require two (2) months notice.
- D. Leaves may be granted for:
- advanced study leading to a degree in an approved university;
 - educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - military service; or
 - other reasons acceptable to the Executive Board.
- E. Maternity/Adoption/Parental leaves will be subject to the following additional provisions:
- .1 A leave of absence not to exceed one (1) year may be granted to any employee for the purpose of child care. Said leave shall commence upon request of the bargaining unit member pursuant to SESE Board approval. A pregnant employee, an employee adopting a child, or an employee whose spouse/partner is pregnant, may commence said child care leave at his or her option if he or she has provided the District with a physician's statement confirming the pregnancy or an adoption affidavit confirming the adoption.
 - .2 Likewise he or she may terminate the leave anytime after the birth of a child and return to work provided he or she is physically able to perform her work responsibilities per a physician's statement indicating same. In addition, he or she may terminate the leave any time after the adoption of a child and return to work. Termination of leave for both the birth and adoption of a child is also subject to the same, "special rules for school employees" provisions of the Family and Medical Leave Act ("FMLA") and its implementing regulations regarding end-of-school term leaves, regardless of whether the leave qualifies as FMLA leave or not.
 - .3 In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee and with the approval of the SESE Board. In such instances, the employee may return to work provided he or she is physically able to perform his or her work responsibilities per a physician's statement indicating same, and subject to the same "special rules for school employees" provisions of the Family and Medical Leave Act ("FMLA") and its implementing regulations regarding end-of school term leaves, regardless of whether the leave qualifies as FMLA leave or not.
 - .4 The minimum four-year employment requirement does not apply.
- F. Continuation of insurance benefits will be provided during the leave period at the employee's expense, subject to carrier of health plan restrictions in effect.

8.10 Family and Medical Leave

Upon request an eligible employee shall be granted an unpaid leave of absence consistent with the provisions of the federal Family and Medical Leave statute. If an employee takes paid or unpaid leave under other provisions of this Agreement such leave will reduce the number of

days of leave available under the Family and Medical Leave statute, provided said leave is an FMLA-qualified leave. During an unpaid Family and Medical Leave, SESE will maintain the regularly provided health benefits and will continue its required contributions toward the cost of the health insurance premium provided the employee continues to pay the employee's share of the premium. If an employee does not return to work upon completion of the leave period the employee shall be obligated to refund to SESE those contributions made by SESE towards the cost of the health insurance premium during the period of the leave.

8.11 Preparation of IEPs

Classroom teachers who are responsible for the preparation of IEPs will be granted a minimum of the equivalent of two (2) days, which may be taken in half-day (1/2) increments, or release time annually for such work. The day is to be used by the employee to evaluate student progress toward annual goals and objectives, and to formulate student IEPs for the ensuing year. The employee and Director will schedule release time in advance.

- 9.1** A committee consisting of no more than four (4) representatives of the Association and four (4) representatives of the SESE Board shall be established to give input toward the evaluation plan for teachers. The Director shall act as chairman of the Evaluation Committee. The committee shall provide input to the SESE Board and such input shall be advisory. The SESE Board's decision as to the implementation and adoption of the evaluation plan shall be final and not subject to the grievance procedure.

After the evaluation plan has been adopted by the SESE Board, the Evaluation Committee shall give input to the SESE Board for the development of an evaluation plan for licensed educational support personnel. Again the input shall be advisory and final decisions as to the implementation and adoption of the plan rest with the SESE Board and are not subject to the grievance procedure.

Changes in the evaluation plan shall be accomplished in the same manner as set forth for the establishment of the evaluation plan.

- 9.2** All employees shall be evaluated by the Director, or a qualified designated evaluator in the employ of SESE. Prior to a formal evaluation, the employee shall be informed of the evaluator(s) who will be conducting the evaluation.

- 9.3** All formal observations of employees shall be conducted with the full knowledge of the employee. Any formal or informal observations which are to be used to evaluate the employee shall be reduced to writing and, within twenty (20) working days following the formal or informal observation, discussed with the employee. A copy of the written compilation shall be given to the employee.

- 9.4** Personnel evaluations shall be conducted according to the following schedule:

- A. Probationary licensed educator staff members shall be evaluated at least once a year during their probationary period. These employees may be evaluated more frequently at their request or at the discretion of the Director of Executive Board.

Probationary licensed medical staff members shall be evaluated at least once a year during their probationary period. These employees may be evaluated more frequently at their request or at the discretion of the Director or Executive Board.

Licensed educational support personnel probationary staff members shall be evaluated at least once a year during the probationary period. These employees may be evaluated more frequently at their request or at the discretion of the Director or Executive Board.

- B. Licensed educator staff members who have entered upon contractual continued service shall be evaluated at least once every two years. These employees may be evaluated more frequently at their request or at the discretion of the Director or the SESE Board.

- C. All other employees shall be evaluated at least once every two years. These employees may be evaluated more frequently at their request or at the discretion of the Director or the SESE Board.

- 9.5** Each employee shall be evaluated formally in writing.
- A. An employee's evaluation will consist of both formal and informal observations. Each formal written evaluation of employees providing instructional service shall be preceded by at least one (1) on-the-job observation of at least thirty (30) consecutive minutes, or a class period, if applicable. The Director may waive the requirement that the thirty (30) minutes of observation be consecutive, but observations will not be in less than fifteen (15) minute increments. Employees shall be given advance notice as to the week during which an on-the-job observation will be conducted, such notification to be not less than sometime during the preceding week.
 - B. A copy of each formal written evaluation shall be given to the employee and a private conference shall be held between the employee and the evaluator within twenty (20) working days following the final formal observation. A copy signed by both parties shall be given to the employee.
 - C. Within twenty (20) days of receiving the formal written evaluation the employee may submit comments in writing and have them attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be given to the employee.
 - D. Should the regulations of the Illinois State Board of Education require different observation procedures than those outlined in this Agreement, the regulations shall govern the procedure.
- 9.6** The parties acknowledge that the procedure set forth in this Article pertains to the formal evaluation of the work performance of SESE employees, including performance within the classroom, and that nothing herein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of an employee's overall performance as a SESE employee, nor shall it hinder or limit the right of the Executive Board to terminate the employment of an employee under the applicable provisions of the *Illinois School Code*.
- 9.7** Within one (1) month after the beginning of the school term or one (1) week prior to the first evaluation, whichever is first, the Director will acquaint each employee under said supervisor's supervision with the formal evaluation procedures, and the evaluation instrument(s) and/or methods used by the evaluator(s) for formal evaluation. The Director shall advise each employee as to those who may observe and evaluate the employee's performance. No formal evaluation may take place until such orientation has been completed. Changes in procedures, instruments, or methods should only occur at the beginning of school term or within four (4) weeks.

- 10.1** A grievance shall be any claim by the Association or any employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
- 10.2** All time limits consist of working days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term. Then the time limits shall consist of all week days.
- 10.3** The parties hereto acknowledge that it is usually most desirable for an employee and the Administration to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

Step I – The employee or the Association may present the grievance in writing to the Director within twenty (20) days from the occurrence or twenty (20) days from the knowledge of the occurrence, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association’s representative, the grievant and the Director shall be present for the meeting. Within ten (10) days of the meeting the grievant and the Association shall be provided with the Director’s written response, including the reasons for the decisions.

Step II – If the grievance is not resolved at Step I, the Association may refer the grievance to the SESE Board within ten (10) days after the receipt or due date of the Director’s written response of the Step I answer. The Director shall arrange with the Association representative for a meeting to take place within twenty (20) days of the Director’s receipt of the appeal. At this meeting the Association representative, the grievant and a committee of the SESE Board shall be present. Each party shall have the right to include in its representation such witnesses and counsel as it deems necessary. Within twenty (20) days of the meeting the Association shall be provided with the SESE Board’s written response, including the reasons for the decision.

Step III – If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If the demand for arbitration is not filed within twenty (20) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.

- A. Neither the SESE Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- B. The arbitrator shall have no power to alter the terms of this Agreement.

- 10.4** If the Association and the Director agree, Step I of the grievance procedure may be by-passed and the grievance brought directly to Step II.
- 10.5** The SESE Board acknowledges the right of the Association’s grievance representatives to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association’s representatives are not present.

- 10.6** No reprisals shall be taken by the SESE Board or Administration against any employee because of the employee's participation in a grievance. No reprisals will be taken against any employee who questions decisions of the SESE Board and/or the Director regarding Rules and Regulations for Special Education or minimum standards of client service.
- 10.7** Should the presence of an employee(s) be required at an arbitration hearing, the employee(s) will be released from regular assignment without loss of pay or benefits.
- 10.8** All records related to a grievance shall be filed separately from the personnel files of the employees except where otherwise utilized as part of an employee disciplinary action.
- 10.9** A grievance may be withdrawn at any level without establishing precedent.
- 10.10** If no written decision has been rendered within the time limits indicated by a step, the grievance may be processed to the next step. If the time limits expire without the grievance being advanced to the next step, the grievance shall be deemed withdrawn.
- 10.11** The fees and expenses of the arbitrator shall be shared equally by the parties. If one party requests a transcript, it shall pay the cost. If both parties request a copy of the transcript, the costs will be shared.
- 10.12** The arbitration shall be conducted under The Voluntary Rules of American Arbitration Association (AAA).
- 10.13** Each party shall pay the cost of its own representation at any step in the above procedure.
- 10.14** If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the SESE Board shall not be required to process this same claim or set of facts through the grievance procedure.

ARTICLE XI EMPLOYEE COMPENSATION AND FRINGE BENEFITS

11.1 Salary Schedules

Licensed Educator/Licensed Medical Schedule – Appendix A

- The salary schedule is based on 180 days.
- Licensed Medical – credit for Masters Degree is only given if degree is in a related field such as Occupational Therapy/Physical Therapy, and Education/Health Administration.
- The Therapist Assistants (COTA/PTA) will be compensated at 75% of the BS level column.

Licensed Educational Support Personnel Schedule – Appendix B

If a paraprofessional's assignment requires an LPN or RN, the salary will be \$3.50 per hour above the salary in the corresponding cell in the schedule. The Director will determine experience.

11.2 Insurance

Insurance coverage shall be determined jointly by the Association and the SESE Board and upon request of either party the coverage shall be rebid, including rebidding of modified coverage. The group insurance shall include term life insurance on the employee in the amount of \$10,000. During the term of this Agreement the SESE Board shall contribute \$490.00 per month toward the cost of group health insurance coverage provided by the District. In the event of a health insurance premium increase during the term of this Agreement, the SESE Board will share on a 50/50 basis with the employee each such increase, and this shared increase shall be based upon the increase in the single individual 'platinum plan' or similar plan offered by the group insurance policy.

11.3 Mileage

A. Procedures for Charging Mileage:

- .1 Office to destination back to office.
- .2 Charge from home to destination back to home if this is the shortest distance.

i.e. – Your home is in Richland County and you spend the day at Richland County Elementary School. You charge for the round trip (otherwise the mileage from Ste. Marie to Richland County Elementary School and return to Ste. Marie would be about thirty-one (31) miles).

- .3 Charge from first business contact to the office if traveling from home if this is shorter than office to destination back to the office.

i.e. – You live in Clay City and stop to work in the Richland County School district and then continue to Ste. Marie. You would charge from Richland County to Ste. Marie.

- .4 Charge from office to destination back to your home if this distance is shorter.

i.e. – You live in Olney. Your travel originates at the Ste. Marie office and you travel to Oblong but return to Olney at the end of the school day. Charge from Ste. Marie to Oblong and back to Ste. Marie.

- .5 Charge from the office to your last contact at the end of the day if your last contact is en route to your home.

i.e. – Your home is Flora. You travel from Ste. Marie but stop to work at Richland County and then continue home at the end of the day. Charge from Ste. Marie to Richland County.

- .6 A separate memo will be provided to each employee clarifying the procedures for charging mileage specific to classroom staff, itinerant staff, SESE institute days and professional development.

B. Mileage and Travel Expense Reimbursement

Mileage and travel expenses shall be turned in monthly to the Central Office on the “Mileage and Travel Expense Reimbursement Requisition Form”. Receipts should be attached for all out-of-district meals, registration fees, etc. Members of the bargaining unit required to drive personal automobiles in the course of their employment shall be reimbursed for all authorized travel on behalf of SESE at the mileage rate authorized by the Internal Revenue Service. Members of the bargaining unit required to attend out-of-district meetings or conferences shall be reimbursed the actual cost of meals, including gratuities, but not to exceed \$36.00 per day.

11.4 Special Stipend

Individuals employed in the positions listed below shall receive a special stipend of not less than the amounts shown. The SESE Board may, at its sole option, increase the stipend for any listed employment classification. If the stipend has been increased beyond the amounts listed below, the SESE Board may, at its sole option, reduce the stipend, but not below the amounts listed below. The SESE Board shall inform all employees of their stipend amount for the next school year by July 1 of each year. The stipend may be raised after this date but may not be decreased prior to July 1 of the next year.

Physical or Occupational Therapist	\$85/day
Pre-Voc Coordinator	\$20/day
Psychologist	\$65/day
Social Worker	\$45/day
Speech Therapist	\$40/day
LBS1 Teacher	\$00/day

11.5 Salary Schedule Advancement

A. Eligibility for Vertical Step Advancement

In order for an employee to earn a vertical salary increment, the employee must work at least one hundred fifty (150) days during the previous school year. The one hundred fifty (150) days must be worked during the regular school year of one hundred eighty-five (185) days. Employees working less than one hundred fifty (150) days will earn a vertical salary increment every three (3) years.

B. Eligibility for Horizontal Advancement

No employee shall be entitled to horizontal movement on the salary schedule or the application of hours toward horizontal movement except as provided below:

- .1 Having an official grade report and transcript from the university demonstrating successful completion of the course on file in the District's administrative office by September 1 of the school year in which the credit is to be claimed. Successful completion shall be defined as a grade of at least "B" or better.
- .2 The course work must be approved in advance by the Director and/or designee if movement on the salary schedule is desired. Courses will be approved on the following basis:
 - a. If the course is in a prescribed course of study leading to an advanced degree; or
 - b. If the course is pertinent to the employee's area of education or if the course directly relates to the employee's area of expertise and/or job assignment and is a graduate-level class; or
 - c. If the District requests that a course is taken by the employee.
- .3 No horizontal movement will be allowed on the salary schedule until the individual has received enough semester credits to advance to the next salary column.

11.6 Salary Enhancement Program for Retiring Licensed Educator Staff Members

In recent years it has been the practice of the State of Illinois to make available special benefits to qualifying licensed educator staff members to take early retirement. For various reasons some licensed educator staff members do not elect to take advantage of the early retirement programs and as a result do not receive these special benefits. In recognition of the service these staff members have provided the South Eastern Special Education District and the savings that result when a licensed educator staff member takes regular retirement rather than early retirement, the SESE Board shall make available to qualifying licensed educator staff members the following retiring licensed educator staff member salary enhancement program:

Eligibility

To be eligible for any of the following Plans, an employee must meet the following requirements:

- .1 Be at least sixty (60) years of age with ten (10) years of creditable services as defined by the Illinois Teacher Retirement System by the last day of service in the District; or
- .2 Be at least fifty-five (55) years of age with thirty-five (35) years of creditable services as defined by the Illinois Teacher Retirement System by the last day of service in the District.

The District may require proof of eligibility.

Definitions

For purpose of this Article, TRS creditable compensation (earnings) include (but are not limited to):

- Salary for regular contractual teaching duties
- Wages for substitute teaching
- Wages for homebound teaching
- Earnings for extra duties performed that relate to teaching or supervision of students, and other assignments related to the academic program
- Earnings for summer school
- Bonuses
- Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Section 401 (a), 403 (b), and 457 (b)
- Contributions to flexible benefit plans
- Salary or back wage payments resulting from contract buy-outs, labor litigations, and settlement agreements

One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earnings shall be increased by (6%) over the employee's TRS creditable earnings for the prior year of employment.

Example: The employee's prior year TRS creditable earnings were \$40,000.00. The employee's final year TRS creditable earnings will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$).

Two Year-Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2017, stating he/she will retire on June 30, 2019. The employee's TRS

creditable earnings for the 2016-2017 school year were \$40,000.00. The employee's TRS creditable earnings for the 2017-2018 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2018-2019 school year will be \$44,944.00 (i.e., $\$42,400.00 \times 1.06 = \$44,944.00$).

Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by six (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2017, stating he/she will retire on June 30, 2020. The employee's TRS creditable earnings for the 2016-2017 school year were \$40,000.00. The employee's TRS creditable earnings for the 2017-2018 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2018-2019 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The employee's TRS creditable earnings for the 2019-2020 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2017, stating he/she will retire on June 30, 2021. The employee's TRS creditable earnings for the 2016-2017 school year were \$40,000.00. The employee's TRS creditable earnings for the 2017-2018 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2018-2019 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The employee's TRS creditable earnings for the 2019-2020 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$). The employee's TRS creditable earnings for the 2020-2021 school year will be \$50,499.08 (i.e., $\$47,640.64 \times 1.06 = \$50,499.08$).

Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of employee.

If after submitting an irrevocable letter of retirement, the employee resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Schedule B, extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

Example: The employee's TRS creditable earnings from the 2016-2017 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2016-2017. Under the employee's retirement plan, he/she would be scheduled to receive \$45,000.00 TRS creditable earnings for the 2017-2018 school year (i.e., $\$43,000.00 \times 1.06 = \$45,580.00$). However, the employee resigns from his/her coaching position before the start of the 2017-2018 school year. The employee's TRS creditable earnings for the 2017-2018 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$) rather than \$45,580.00.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

When an employee is five (5) or less years from eligibility for a TRS annuity, and regardless of the employee's actual age, the employee's nonexempt creditable TRS earnings from employment with the Board, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, shall not exceed the amount specified hereunder. No employee's nonexempt creditable TRS earnings shall increase from one school year to the next by more than six percent (6%) or otherwise increase so as to create liability on part of the Board for any portion of a teacher's retirement annuity, or result in any Board-paid penalty of fee to TRS.

11.7 Salary Enhancement Program for Retiring Licensed Educational Support Personnel Staff Members

In recent years it has been the practice of the State of Illinois to make available special benefits to qualifying licensed educational support personnel staff members to take early retirement. For various reasons some licensed educational support personnel staff members do not elect to take advantage of the early retirement programs and as a result do not receive these special benefits. In recognition of the service these staff members have provided the South Eastern Special Education District and the savings that result when a licensed educational support personnel staff member takes regular retirement rather than early retirement, the SESE Board shall make available to qualifying licensed educational support personnel staff members the following retiring licensed educational support personnel staff member salary enhancement program:

A. Qualifications

In order to be eligible for the SESE salary enhancement program a licensed educational support personnel staff member must meet the following qualifications:

- .1 As of the date of retirement the retiring licensed educational support personnel staff member must not be participating in any retirement program which required a payment or contribution by SESE or member Districts.
- .2 As of the date of retirement the retiring licensed educational support personnel staff member must have been employed by SESE or any other Illinois public school district as a licensed educational support personnel staff member for a minimum of twenty (20) years.
- .3 Licensed educational support personnel staff members electing to participate in the salary enhancement program shall, by no later than September 1 of the school term of the year of retirement or the year prior, submit to the SESE Board an irrevocable written letter of resignation advising the SESE Board of the staff member's retirement at the end of the school term or the following school term.
- .4 A staff member electing the salary enhancement program must work the entire final year of employment for SESE.
- .5 This 11.7 shall apply to all IMRF employees of SESE, including those otherwise defined as "licensed educational support personnel" or "licensed medical".

B. Salary Enhancement

The salary enhancement provided under the terms of this program shall be as follows:

One Year Program

- .1 Licensed educational support personnel Staff members qualifying and applying for this salary enhancement program shall have their salary increased in their final year of employment by SESE in an amount not to exceed a total of \$2,000.00 or six percent (6%) of the employee's prior year non-exempt IMRF earnings, whichever is less.
- .2 The SESE Board shall make the salary enhancement payment to the staff member in a separate check by no later than June 20 of the school year in which the retirement is to become effective and the amount of said payment shall be included in the staff member's gross salary for that school year.
- .3 The difference between \$2,000.00 and the employee's incentive as described in .1 above, if any, shall be awarded to the employee post-retirement as a lump sum amount no later than sixty (60) days following the employee's retirement. This payment shall not be considered wages for hours work, shall not be

considered IMRF creditable earnings, and shall not be paid until after the employee's last day of work or receipt of last paycheck, whichever is later.

Two Year Program

- .1 Licensed educational support personnel Staff members qualifying and applying for this salary enhancement program shall have their salary increased in their final two (2) years of employment by SESE in an amount not to exceed a cumulative total of \$2,000.00 or six percent (6%) of the employee's prior year non-exempt IMRF earnings, whichever is less.
- .2 The SESE Board shall make the salary enhancement payment to the staff member in a separate check by no later than June 20th of each of the final two (2) school years prior to which the retirement is to become effective and the amount of said payment shall be included in the staff member's gross salary for that school year. An employee whose incentive is not limited by Paragraph 11.7-B.3 below may elect to receive the entire payment in either year.
- .3 The difference between \$2,000.00 and the employee's incentive as described in .1 above, if any, shall be awarded to the employee post-retirement as a lump sum amount no later than sixty (60) days following the employee's retirement. This payment shall not be considered wages for hours work, shall not be considered IMRF creditable earnings, and shall not be paid until after the employee's last day of work or receipt of last paycheck, whichever is later.

11.8 Perfect Attendance Incentive

Any employee who has perfect work attendance for an entire school quarter shall receive a \$125.00 stipend for each perfect quarter paid on the January or June payroll. Any employee who has perfect work attendance for the entire school term shall receive an additional \$100.00 stipend paid on the June payroll. Perfect work attendance is defined to mean no lost work time for any reason during the pupil attendance days of their assigned districts. Professional or Association leave is considered work related and does not count as an absence for purposes of the perfect attendance incentive.

11.9 Late Stay Program

- A. At the beginning of each school year licensed educator/licensed medical staff members, support personnel, and paraprofessionals who have taken and passed the Therapeutic Crisis Intervention (TCI) training, including meeting its physical requirements, and received training on the operation of the Late Stay Program shall be provided an opportunity to sign up for participation in the Late Stay Program. To the extent possible the Director will utilize those individuals who have volunteered for the program prior to assigning other staff members to work in the Late Stay Program.
- B. Licensed Educators/licensed medical staff members participating in the Late Stay Program will be paid twenty-four (\$24.00) dollars per hour. Licensed educational support personnel staff members participating in the Late Stay Program will be paid sixteen (\$16.00) dollars per hour.

11.10 Payroll

Employees may choose to be paid on a ten (10) or twelve (12) month basis. Employees' monthly pay will be based on an equal division of their projected yearly rate. Any adjustment for docked or extra days worked will be made in the payroll period when the dock day or extra workday occurred.

11.11 Pay Dates

Employees shall be paid twice per month. These pay dates shall be the 10th and 25th of each month. In the event the 10th or the 25th falls on a weekend or a holiday, pay shall take place on the nearest Central Office workday preceding.

11.12 Summer Special Education Meetings

Employees who attend summer special education staffings outside of their normal contract year, shall be compensated at their normal daily rate of pay in half-day increments.

- 12.1** Not later than May 1 in the year the contract is to expire, the SESE Board agrees to begin negotiations with the Association over a successor agreement. During these negotiations the SESE Board and the Association shall meet at reasonable times and confer in good faith with respect to wages, hours and working conditions. They shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall within a reasonable time make available to the other, upon request, information within its possession which is not privileged under law and is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.
- 12.2** Each party shall select its own representatives. The parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- 12.3** When negotiations are conducted during regular working hours, release time shall be provided without penalty for the Association's negotiating committee members, with the SESE Board's permission.
- 12.4** If after a reasonable period of negotiation, and within 15 days of the scheduled start of the school term in the District in which the Central Office is located, the parties have failed to reach agreement, either party may notify the other that an impasse exists and call for the assistance of a mediator. When impasse has been declared, the parties shall jointly request that a mediator be appointed by the Federal Mediation and Conciliation Services. A request by one party shall be deemed a joint request. The mediator shall meet at mutually agreeable times and places whether jointly or separately and take such steps as he/she deems appropriate to bring about an agreement.
- 12.5** There shall be two signed copies of the final Agreement. One copy shall be retained by the SESE Board and one by the Association.
- 12.6** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

- 13.1** The Association hereby agrees not to engage in, encourage or support any cessation of work, slowdown or other concerted refusal to render uninterrupted services to the SESE Board and the South Eastern Special Education District during the term of this Agreement.
- 13.2** The SESE Board agrees that it will not lock out any bargaining unit member during the terms of this Agreement or during any period during which a successor agreement is being negotiated by the parties.

**ARTICLE XIV ASSOCIATION/EXECUTIVE BOARD COMMUNICATIONS
COMMITTEE**

- 14.1** The Association and the Executive Board recognize the importance of maintaining a free flow of communications between them in order to promote an effective educational program. Accordingly, an Association/Executive Board Communications Committee shall meet at mutually agreed upon times and places, but not more often than semi-annually, to discuss matters of mutual concern.
- 14.2** The Committee shall be composed of three (3) representatives of the Association, three (3) representatives of the Executive Board and the Director. When either party desires a meeting of the Communications Committee they will inform the Director, including notification of the topic(s) they wish to discuss. It shall be the responsibility of the Director to contact the other party and arrange a time and place for the meeting.
- 14.3** Meetings of the Communications Committee shall not be for the purpose of discussing or processing grievances or negotiations related to the Agreement between the parties, and the Committee shall not be authorized to modify or amend the terms and conditions of the Agreement.

15.1 Savings Clause

If any provision of the Agreement or any application of this Agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

15.2 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

Employees of SESE may be allowed to perform work during June as worked time in exchange for time off to be taken during their regularly scheduled work days in July and/or August of the following school year. The terms of this Article are as follows:

- .1 Staff members desirous of performing work in June as time for regularly scheduled work days in July and/or August of the following school year must submit a written request to the Director at the same time summer schedules are submitted but not less than 15 days prior to the proposed date of work. Said request shall set forth the reason for the request including both the dates in June when the staff member proposes to work and the dates in July and/or August when the staff member proposes to be off.
- .2 Granting of approval for work time in June in exchange for time off from regularly scheduled workdays in July and/or August shall be at the sole discretion of the Director. Consideration and approval of requests shall be on an individual basis and any such approval shall not be considered as establishing any type of precedent insofar as similar requests from other staff members or from the same staff member in future years.
- .3 Time worked in June as the result of an approved employee request shall be considered as part of the staff member’s forthcoming employment year and not as an extension of the staff member’s current employment year and the following procedures shall be followed:
 - a. The staff member shall be paid for all time worked in June based upon the salary schedule in effect for the following school year but such payment shall not be made until the end of the pay period during which the staff member was regularly scheduled to work.
 - b. Salary payments to the staff member for time worked in June shall be reported to the Teacher’s Retirement System as reportable earnings for the following school year.
 - c. Should unforeseen circumstances occur which result in the staff member not being employed by SESE during the July and/or August time period when the employee was regularly scheduled to work, the days worked in June shall be considered as contractual summer work and shall be compensated at a per diem rate based upon the employee’s daily rate of pay for the prior year. This payment shall be made at the end of the pay period during which the staff member was regularly scheduled to work.
- .4 The parties understand and agree that the SESE Board retains the unilateral right to establish work schedules and make work assignments subject to provisions of the negotiated agreement.

ARTICLE XVII


DURATION

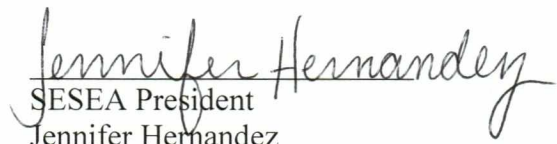
17.1 The provisions of this Agreement shall become effective on July 1, 2017, and shall remain in full force and effect through June 30,2020.

This Agreement is signed and adopted this 6th day of June,2017.

For the Special Education
SESE Board of South Eastern
Special Education District

For the South Eastern
Special Education
Association


Executive Board Chairman
Cathy Croy


SESEA President
Jennifer Hernandez


Governing Board Chairman
Dennis Inboden

APPENDIX A**Licensed Educator/Licensed Medical Salary Schedule 2017-2018**

Step	BS	BS + 16	MS	MS + 16	MS + 32
1	33,749	34,662	35,576	36,388	37,149
2	34,485	35,398	36,337	37,149	37,910
3	35,221	36,134	37,098	37,910	38,672
4	35,956	36,870	37,860	38,672	39,433
5	36,692	37,606	38,621	39,433	40,194
6	37,428	38,342	39,382	40,194	40,955
7	38,164	39,078	40,143	40,955	41,717
8	38,900	39,813	40,905	41,717	42,478
9	39,636	40,549	41,666	42,478	43,239
10	40,372	41,285	42,427	43,239	44,000
11	41,108	42,021	43,188	44,000	44,762
12	41,843	42,757	43,950	44,762	45,523
13	42,579	43,493	44,711	45,523	46,284
14	43,315	44,229	45,472	46,284	47,045
15	44,051	44,965	46,233	47,045	47,807
16	44,787	45,700	46,995	47,807	48,568
17	45,523	46,436	47,756	48,568	49,329
18	46,259	47,172	48,517	49,329	50,090
19	46,995	47,908	49,278	50,090	50,852
20	47,730	48,644	50,040	50,852	51,613
21	48,466	49,380	50,801	51,613	52,374
22	49,202	50,116	51,562	52,374	53,135
23	49,938	50,852	52,323	53,135	53,897
24	50,674	51,587	53,085	53,897	54,658
25	51,410	52,323	53,846	54,658	55,419
26	52,146	53,059	54,607	55,419	56,180
27	52,882	53,795	55,368	56,180	56,942
28	53,617	54,531	56,130	56,942	57,703
29	54,353	55,267	56,891	57,703	58,464
30	55,089	56,003	57,652	58,464	59,225

The Licensed Educator/Licensed Medical Salary Schedule listed above is based on 180 days.

The Therapist Assistants (COTA/PTA) will be compensated at 75% of the BS level column.

Licensed Educator/Licensed Medical Salary Schedule 2018-2019

Step	BS	BS + 16	MS	MS + 16	MS + 32
1	34,255	35,182	36,110	36,934	37,706
2	35,002	35,929	36,882	37,706	38,479
3	35,749	36,676	37,654	38,479	39,252
4	36,495	37,423	38,428	39,252	40,024
5	37,242	38,170	39,200	40,024	40,797
6	37,989	38,917	39,973	40,797	41,569
7	38,736	39,664	40,745	41,569	42,343
8	39,484	40,410	41,519	42,343	43,115
9	40,231	41,157	42,291	43,115	43,888
10	40,978	41,904	43,063	43,888	44,660
11	41,725	42,651	43,836	44,660	45,433
12	42,471	43,398	44,609	45,433	46,206
13	43,218	44,145	45,382	46,206	46,978
14	43,965	44,892	46,154	46,978	47,751
15	44,712	45,639	46,926	47,751	48,524
16	45,459	46,386	47,700	48,524	49,297
17	46,206	47,133	48,472	49,297	50,069
18	46,953	47,880	49,245	50,069	50,841
19	47,700	48,627	50,017	50,841	51,615
20	48,446	49,374	50,791	51,615	52,387
21	49,193	50,121	51,563	52,387	53,160
22	49,940	50,868	52,335	53,160	53,932
23	50,687	51,615	53,108	53,932	54,705
24	51,434	52,361	53,881	54,705	55,478
25	52,181	53,108	54,654	55,478	56,250
26	52,928	53,855	55,426	56,250	57,023
27	53,675	54,602	56,199	57,023	57,796
28	54,421	55,349	56,972	57,796	58,569
29	55,168	56,096	57,744	58,569	59,341
30	55,915	56,843	58,517	59,341	60,113

The Licensed Educator/Licensed Medical Salary Schedule listed above is based on 180 days.

The Therapist Assistants (COTA/PTA) will be compensated at 75% of the BS level column.

Licensed Educator/Licensed Medical Salary Schedule 2019-2020

Step	BS	BS + 16	MS	MS + 16	MS + 32
1	34,769	35,710	36,652	37,488	38,272
2	35,527	36,468	37,435	38,272	39,056
3	36,285	37,226	38,219	39,056	39,841
4	37,042	37,984	39,004	39,841	40,624
5	37,801	38,743	39,788	40,624	41,409
6	38,559	39,501	40,573	41,409	42,193
7	39,317	40,259	41,356	42,193	42,978
8	40,076	41,016	42,142	42,978	43,762
9	40,834	41,774	42,925	43,762	44,546
10	41,593	42,533	43,709	44,546	45,330
11	42,351	43,291	44,494	45,330	46,114
12	43,108	44,049	45,278	46,114	46,899
13	43,866	44,807	46,063	46,899	47,683
14	44,624	45,565	46,846	47,683	48,467
15	45,383	46,324	47,630	48,467	49,252
16	46,141	47,082	48,416	49,252	50,036
17	46,899	47,840	49,199	50,036	50,820
18	47,657	48,598	49,984	50,820	51,604
19	48,416	49,356	50,767	51,604	52,389
20	49,173	50,115	51,553	52,389	53,173
21	49,931	50,873	52,336	53,173	53,957
22	50,689	51,631	53,120	53,957	54,741
23	51,447	52,389	53,905	54,741	55,526
24	52,206	53,146	54,689	55,526	56,310
25	52,964	53,905	55,474	56,310	57,094
26	53,722	54,663	56,257	57,094	57,878
27	54,480	55,421	57,042	57,878	58,663
28	55,237	56,179	57,827	58,663	59,448
29	55,996	56,937	58,610	59,448	60,231
30	56,754	57,696	59,395	60,231	61,015

The Licensed Educator/Licensed Medical Salary Schedule listed above is based on 180 days.

The Therapist Assistants (COTA/PTA) will be compensated at 75% of the BS level column.

Licensed Educational Support Personnel Salary Schedules 2017-2019

Step	2017-2018	2018-2019	2019-2020
1	12.48	12.67	12.86
2	12.81	13.00	13.20
3	13.13	13.33	13.53
4	13.46	13.66	13.87
5	13.78	13.99	14.20
6	14.11	14.32	14.53
7	14.43	14.65	14.87
8	14.76	14.98	15.20
9	15.08	15.31	15.54
10	15.41	15.64	15.87
11	15.73	15.97	16.21
12	16.06	16.30	16.54

If a paraprofessional's assignment requires an LPN or RN, the salary will be \$3.50 per hour above the salary in the corresponding cell in the schedule. Experience will be determined by the Director.

Educational Support Personnel will remain at current (2016-2017) step and remain on that step for the duration of this contract.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this 21st day of February, 2018, by and between the Executive Board of South Eastern Special Education (“Board” or “SESE”) and the SESE Education Association, IEA-NEA, the exclusive representative of employees of SESE (“Association”),

WITNESSETH:

WHEREAS, the Association is the exclusive representative of employees of SESE; and

WHEREAS, the Board and the Association have each ratified a collective bargaining agreement (“CBA”) for the 2017-2018 through 2019-2020 school years; and

WHEREAS, Section 11.4 of the CBA provides the Board an option to pay a Special Stipend for “LBS1 Teachers”; and

WHEREAS, the Board and the Association agree that the inclusion of “LBS1 Teachers” in Section 11.4 was intended to include all full-time special education teachers employed by SESE; and

WHEREAS, the Board and the Association have agreed to the terms contained in this Memorandum of Understanding in order to implement the intention of the parties; and

WHEREAS, the parties agree that this one-time agreement to modify the terms of the CBA is not precedent for any future issue that may rise, similar or not; and

WHEREAS, the parties wish to memorialize the terms of their agreement concerning the matters contained herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Incorporation of Preambles. The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

Section 2. Special Stipend. Within Section 11.4 of the CBA, the term "LBS1 Teachers" will be implemented so as to apply to all full-time special education teachers employed by SESE.

Section 3. No Precedent. This Agreement shall not establish a precedent of any kind as to any issue addressed herein and shall be disregarded as guidance for future situations of similar nature or kind. The terms of this Agreement are not subject to the grievance procedure in the collective bargaining agreement between the Association and the Board.

Section 4. Execution. This Agreement may be executed in counterparts, and any party herein may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties shall have signed a single document.

Section 5. Entirety of Agreement. This Agreement constitutes the whole and entire Agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

**EXECUTIVE BOARD OF
SOUTH EASTERN
SPECIAL EDUCATION**

By: *Cathy Crog*
Its Chair

ATTEST:
Jakin Walker
Secretary

SESE EDUCATION
ASSOCIATION, IEA-NEA

By: Jennifer Hernandez
Its President

ATTEST:
Mario O. Lopez
Secretary