

**APPROVED by NSSEO BOARD
on February 1, 2017**

CONTRACT AGREEMENT

between the

Governing Board

of the

NSSEO

Northwest Suburban Special Education Organization

and the

NSSEA-ESP

Northwest Suburban Special Education Association - ESP

Illinois Education Association – National Education Association

2016 - 2021

TABLE OF CONTENTS

ARTICLE I	Recognition	1
	1.1 Negotiation Agent	
	1.2 Exclusive Negotiation	
	1.3 Representative Election	
ARTICLE II	ESP and Association Rights	2
	2.1 Right to Representation	
	2.2 Personnel File	
	2.3 Right to Organize	
	2.4 Membership Dues/Duty of Fair Share Representation Fee	
	A. Duty of Fair Representation	
	B. Membership Dues	
	C. Fair Share Representation Fee	
	2.5 Meetings	
	2.6 Complaints	
	2.7 Provision for Board Information	
	2.8 Legal Representation	
	2.9 Right to Privacy	
	2.10 Drug Testing	
	2.11 Protection from Suit	
	2.12 Administration of Medication	
	2.13 Vaccinations/Inoculations	
ARTICLE III	Working Conditions	7
	3.1 School Calendar	
	3.2 Holiday Pay	
	3.3 Notification of Assignments	
	3.4 Substitutes	
	3.5 Work-Related Injury or Illness	
	3.6 Damage to Personal Property	
	3.7 Assault and Battery Upon an ESP	
	3.8 ESP Housed in Member District Buildings	
	A. 2013-2014	
	B. 2014-2015 and after	
	3.9 Workday	
	3.10 Duty-free Lunch	
	3.11 ESP Dress	
	3.12 Discipline/Dismissal	
	3.13 Notification of Employment	
	3.14 Professional Development	

- 3.15 ESP Former LICA Employees
- 3.16 Extended School Year
- 3.17 Educational Interpreters

ARTICLE IV Evaluation Process..... 12

- 4.1 Purpose
- 4.2 Evaluation Process - Timelines
- 4.3 Evaluation Committee

ARTICLE V Continuity of Services 12

ARTICLE VI Compensation and Benefits 13

- 6.1 Course Reimbursement
- 6.2 Salary Credit
- 6.3 Salary Matrix – **Appendices A, B, C, D & E**
- 6.4 Health Benefit Plan
- 6.5 Longevity
- 6.6 Pay Options
- 6.7 Dental Insurance
- 6.8 Life Insurance
- 6.9 Long-Term Disability Insurance
- 6.10 Sheltering of IMRF Contributions
- 6.11 Retirement Benefits
 - A. General Eligibility Requirements
 - B. Statement of Intent to Retire
 - C. Modification of Statement of Intent
 - D. Retirement Benefits
 - E. Pension Reform
 - F. Purchased Insurance Coverage
- 6.12 Compensation for Curriculum Development
- 6.13 Extra-Duty Compensation
- 6.14 Pay
- 6.15 Stipends

ARTICLE VII Leaves..... 19

- 7.1 Family and Medical Leave Act (FMLA)
 - A. Definitions
 - B. Leave
 - C. Use of Accrued Sick Leave of Paid Personal Business Leave
 - D. Continuation of Health Insurance
 - E. Notification
 - F. Medical Certification
- 7.2 Bereavement Leave
- 7.3 Personal Business Leave

- 7.4 Sick Leave
- 7.5 Attendance Incentive Sick Leave
- 7.6 Sick Bank Leave
- 7.7 Association Leave
- 7.8 Jury Duty
- 7.9 Judicial Hearing Leave
- 7.10 Leave of Absence

ARTICLE VIII Reduction in Force; Layoff, Recall, and Placement.....24

- 8.1 Definition
- 8.2 Seniority Provisions
 - A. Principle
 - B. Calculation
 - C. Seniority List
 - D. Employee’s Responsibility to Provide Data
 - E. Definition of Specialized Qualifications
 - F. NSSEA Licensed Positions
- 8.3 Dismissal/Layoff Procedure
 - A. Timing
 - B. Notification
 - C. Dismissal Sequence
 - D. Immediate Layoff Procedure
- 8.4 Recall
 - A. Implementation
 - B. Recall Notification
 - C. Employee Contact Information
 - D. Recall Sequence
 - E. Employee Response to Recall Notice
 - F. Recall Periods
- 8.5 Placement
 - A. Transition Support
 - B. Immediate Specialized Qualifications Transfers
 - C. Volunteers
- 8.6 Employee Benefits
 - A. Protection of Benefits
 - B. End of the Year Dismissal
 - C. Mid-Year Dismissal
 - D. New Employee Freeze

ARTICLE IX Committees29

- 9.1 Association/Superintendent
- 9.2 Insurance Committee
 - A. Responsibilities
 - B. Composition

- C. Meetings
- D. EBC Meeting Attendance
- 9.3 Calendar
- 9.4 Safety Committee
 - A. Responsibilities
 - B. Composition
 - C. Meetings
 - D. Meeting Attendance
- 9.5 Professional Development

ARTICLE X Transfers 31

- 10.1 Vacancies and Involuntary Transfers
- 10.2 Involuntary Transfer

ARTICLE XI Grievance Procedure..... 32

- 11.1 Definition
- 11.2 Grievance Procedure
 - A. First Step
 - B. Second Step
 - C. Third Step
 - D. Fourth Step
- 11.3 Association Participation – ESP Represented

ARTICLE XII Negotiations Procedures 34

- 12.1 Representatives and Timelines
- 12.2 Negotiations Procedures
- 12.3 Request for Mediation
- 12.4 Mediation

ARTICLE XIII Effect of Agreement..... 35

- 13.1 Complete Understanding
- 13.2 Employment Agreements
- 13.3 Savings Clause
- 13.4 Term of Agreement

Appendices A, B, C, D & E 36

ARTICLE I **Recognition**

1.1 Negotiation Agent

The Governing Board of the Northwest Suburban Special Education Organization, 799 West Kensington Road, Mount Prospect, Illinois, hereinafter refers to as the "BOARD," recognizes the Northwest Suburban Special Education Association, affiliated with the National Education Association hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time, regularly employed licensed personnel (including nurses), physical and occupational therapists, all aides/assistants, social workers and psychologists, excepting the Director of Special Education, Assistant Director(s) of Special Education, principals, and all other personnel who have the authority to hire, transfer, assign, direct, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make recommendations on any of the above.

The Board and the Association acknowledge the Certification of Representative issued by the Illinois Educational Labor Relations Board on June 10, 1992. The Board and the Association agree the wages, hours, and terms and conditions of employment for members of the bargaining unit are contained in two Agreements. This Agreement shall cover all full-time aides/assistants.

The personnel covered by this Agreement are hereinafter referred to collectively for convenience as "Education Support Professionals (ESP)" and/or "employees."

When new positions are created in the unit, or when existing positions are reclassified within the unit, the duties and benefits will be negotiated with NSSEA-ESP and added to the existing contract.

1.2 Exclusive Negotiation

The Board agrees not to negotiate with any other organization purporting to represent ESP defined in 1.1 above as in the Association bargaining unit or with individual ESP within the bargaining unit with regard to negotiable items as defined in Article XIII, Section 1, unless otherwise provided for in the Agreement or unless mutually agreed to by the parties during the term of this Agreement; provided, it is understood that the Board and the administration retain their right to discuss with individual ESP in the district matters relating to the education program which are beyond the scope of salaries and terms and conditions of employment covered by this Agreement. The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the Statutes of the State of Illinois.

1.3 Representative Election

Any organization challenging the Association must adhere to the statutes and rules and regulations of the Illinois Educational Labor Relations Board.

ARTICLE II
ESP and Association Rights

2.1 Right to Representation

When any ESP is required to appear before the Board or an administrator for any discussion concerning the continuation of that ESP in his/her position of employment as such, or a discussion of a written disciplinary reprimand to be entered in the ESP's file, the ESP shall be given reasonable prior written notice of the reasons for such meeting. The ESP and the administration shall each be provided with written notice of the names of all parties to be present and the ESP shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting if the ESP so desires. This clause may not apply to conferences held between administrators and ESP pursuant to the normal, routine evaluation procedures of the district.

2.2 Personnel File

- A. Each ESP shall have the right, upon request, to review the contents of said ESP's personnel file, and to place therein written reactions to any of its contents.
- B. Timely notation under circumstances prevailing will be made in the ESP personnel file of any and all grounds which the Board may cite or rely upon when taking disciplinary or discharge action against any ESP.
- C. No hearsay reports or unsubstantiated claims may be entered in the personnel file without the source of information being disclosed to the staff member.
- D. Before a written letter is entered in the file, the ESP has the right to request a meeting to discuss the incident. The staff member who is the source of information may be invited to this meeting.
- E. In order to place a document in a personnel file, there must be a notation that the employee was given an opportunity to view said document.
- F. Regarding all submissions entered into the file during this contract period, the employee has the right to discuss these reports with the program supervisor.

2.3 Right to Organize

Both the Board and the Association agree that they will continue not to discriminate against any ESP with respect to representation, hours, wages, terms and conditions of employment by reason of membership or non-membership in the Association, the participation in any lawful activities of the Association or in negotiations with the Board, nor shall the Board discriminate against any ESP for having instituted any grievance, complaint or proceeding under this Agreement.

2.4 Membership Dues/Duty of Fair Share Representation Fee

A. Duty of Fair Representation

The Illinois Educational Labor Relations Act (IELRA) imposes upon the collective bargaining agent, in this case NSSEA, a “duty of fair representation.” This duty applies to all employees included in the bargaining unit, regardless of their union membership status.

B. Membership Dues

Every bargaining unit employee, as a condition of employment, shall have the option to join the Association, pay membership dues, and to have all the duties and privileges thereof.

The Association shall submit written authorizations for payroll deduction to the Human Resources Department no later than October 1 for individuals employed at the start of the school year. Authorization for those employed during the school year shall be submitted within thirty (30) days from the date of commencement of duties.

Payroll deductions for employees who authorize deductions shall commence with the October 30th paycheck, for those employed at the start of the school year, and shall continue for fifteen (15) pay periods. Payroll deductions for those employed afterwards and who authorized deductions shall commence with the first paycheck following employment and shall continue uniformly for up to fifteen (15) pay periods. All dues deducted by the Board shall be remitted to the Association treasurer.

Once an employee elects to pay Association dues by payroll deduction, the deduction will continue unless the employee otherwise notifies the Association President and the Human Resources Department in writing no later than September 1.

If an employee resigns or goes on leave during the school year, the Board shall deduct the unpaid portion of the Association dues from the employee’s final paycheck.

C. Fair Share Representation Fee

Employees covered by this Agreement who opt not to join the Association shall be required, in accordance with IELRA requirements and options, to pay an annual fair share representation fee to cover the cost of providing them with fair representation, which includes collective bargaining, contract administration, and union grievance representation. The amount shall be set annually and shall be remitted to the Association according to Illinois Educational Labor Relations Board (IELRB) regulations. Generally, the fee is equivalent to the annual amount of Association dues, less the portion of the annual dues for contributions related to the election or support of any candidate for political office.

The requirement to either join the Association or to pay a duty of fair representation fee shall be communicated to employees in the pre-employment packet in a document provided by the Association, as well as by the Association during new employee orientation(s). The Association shall annually provide to the Human Resources Department the membership dues amount, Association membership forms, and payroll deduction authorizations for inclusion in new employee packets.

Payroll deductions for employees paying a fair share representation fee shall be made on the same schedule as for employees who authorize payroll deductions for membership dues.

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

If an employee resigns or goes on leave during the school year, the Board shall deduct the unpaid portion of the fair share representation fee from the employee's final paycheck.

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

1. The Board gives immediate notice of such action in writing to the Association and permits the Association to intervene as a party if it so desires; and

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

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

2.5 Meetings

- A. The Association shall have the right to hold meetings on school property after school provided that such meetings do not interfere with the instructional program and provided that such meetings are scheduled with the building principal. If any additional custodial expense is incurred, the Association will compensate the Board for the expense.
- B. The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit.
- C. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all materials posted will relate only to the Association's official business as negotiating agent for educational support employees.

2.6 Complaints

ESP shall be verbally notified within ten (10) working days of any complaints directed against them; this notice shall include the source of the complaint. Complaints may not be placed in the ESP's personnel file located at NSSEO Administration Building, 799 W. Kensington Road, Mount Prospect, Illinois, without first giving the ESP a copy and an opportunity to place a written response to this material in said file, as well as an opportunity to request a meeting with the supervisor to discuss the complaint.

2.7 Provision for Board Information

The Board will make available to the Association president the following information at the Administration Building: Board agendas, Board minutes, annual budget, audit, up-to-date Board Policy Manual, disbursement list, and the names and assigned schools of all covered ESP upon Board approval of employment or termination. The Board shall provide the Association with a copy of approved Board minutes containing the names of employees, granted a leave by the Board, or who have a change in employment status approved by the Board (e.g. hired, resigned,

transferred). In addition, the Assistant Superintendent of Human Resources or designee shall provide personnel transaction reports to the Association President upon request.

2.8 Legal Representation

If an employee is subpoenaed to appear before a court or hearing regarding matters related to his/her employment in the district, which does not involve a criminal charge against the ESP, the Board and the Association shall provide reasonable assistance, legal and otherwise, as they deem appropriate and necessary. The ESP shall not suffer any loss of pay or benefits during the duration of the process.

2.9 Right to Privacy

- A. No ESP will be required by NSSEO to take a polygraph examination.
- B. Unless otherwise indicated, intra-NSSEO mail to an employee should be considered confidential and, as such should be opened only by the addressee or, if deemed necessary, by an administrator.

2.10 Drug Testing

The Administration may direct an employee to submit to testing for drug and/or alcohol use when there is a reasonable suspicion that the employee is impaired. Reasonable suspicion is based on the personal observation of the employee by two (2) NSSEO representatives who have received training in drug and alcohol awareness. By way of example, personal observation may include the employee's appearance, behavior, speech, breath or body odor.

An employee is encouraged to seek assistance for abuse of drugs and/or alcohol. An employee who seeks assistance or is in treatment for drug and/or alcohol abuse remains subject to testing when there is reasonable suspicion the employee is impaired. However, an employee is not subject to discipline for seeking assistance or treatment.

2.11 Protection from Suit

To the extent required by the *Illinois School Code*, the Board shall indemnify and protect bargaining unit members against civil rights damage claims and suits, constitutional rights damage claims and suits and death and bodily injury and property damage claims, suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board. Such indemnification and protection shall extend to persons who were members of the bargaining unit at the time of the incident from which a claim arises. No bargaining unit member may be

afforded indemnification or protection unless she/he was a member of the bargaining unit at the time of the incident from which the claim arises.

2.12 Administration of Medication

Under no circumstances shall non-administrative school ESP, except nurse assistants, be required to administer medication to students. NSSEO policy contains guidelines for self-administration of medication by students. All ESP have the right to refuse to administer medication in a non-emergency situation. ESP who voluntarily provide emergency assistance shall be eligible for protection and indemnification under Section 10-20.20 of the *Illinois School Code*.

Whenever the act of feeding simultaneously involves the administration of medication, the ESP shall be eligible for protection and indemnification under Section 10-20.20 of the *Illinois School Code*. No ESP shall be prohibited from providing emergency assistance to students.

2.13 Vaccinations/Inoculations

When and if there is a vaccination or immunization for which eligibility is selective, two representatives of NSSEO, two representatives of NSSEA, (one licensed and one ESP), and a jointly determined qualified medical representative will determine this eligibility. The vaccination or immunization shall be provided at no cost to the employees in the selected group. If quantities of the vaccination or immunization are sufficient, NSSEO will offer the inoculations at cost to remaining employees.

ARTICLE III
Working Conditions

3.1 School Calendar

Unless otherwise required by law, the school calendar will contain no less than 176 student attendance days, nor more than 185 work days for ESP employees. The calendar committee shall make recommendations regarding the school calendar to the Superintendent, including days of early dismissal for administrative and staff-directed professional development. The Board shall approve the calendar in its discretion as permitted by law.

If no more than two (2) emergency days have been used by May 1st, the calendar will be shortened by one (1) day. In addition, new ESP shall be required to attend up to three (3) orientation days immediately prior to the school year. Compensation will be at the current hourly substitute rate.

3.2 Holiday Pay (no change)

ESPs shall be paid for eleven (11) holidays, for a total of 196 paid days.

3.3 Notification of Assignments

All ESP shall be given written notice of their assignments. In the event changes in such assignments are proposed, reasonable effort will be made to notify the ESP affected; consultation will be provided at the ESP's request within ten (10) days of the request. (See Article X, Transfers, for additional information.)

3.4 Substitutes

Every attempt will be made by the Human Resources Department to provide a substitute for absent ESP, as determined by the program supervisor. This does not imply a substitute will always be available.

3.5 Work Related Injury or Illness

- A. An employee injured during the course of his/her NSSEO employment shall complete a Staff Injury Report Form as soon as possible. The required reporting process, including how to access such form(s), shall be distributed annually in writing to employees no later than September 1. Work-related injury or illness contact information supplied by the Board's workers' compensation insurance carrier shall be posted on employee bulletin boards throughout the school year.
- B. To be eligible for the benefits contained in this Section, an injured employee must follow the provisions of the Board's workers' compensation insurance carrier. Beginning with the 2016-2017 school year, an injured employee shall continue to receive his/her full salary, without the loss of sick leave, for up to forty-five (45) workdays following the injury or until the cessation of workers' compensation payments from the Board's insurance carrier, whichever occurs first, provided the employee tenders to the Board the workers' compensation payments from the Board's insurance carrier. Compensation for such workdays may occur on an intermittent basis so long as the absence is a direct result of the work-related injury or illness.
- C. For work-related absences beyond forty-five (45) workdays beginning in 2016-2017, an injured employee eligible for workers' compensation payments may exercise one (1) of the following options upon notifying the Assistant Superintendent of Human Resources:
 - Option 1: The employee shall tender to the Board the workers' compensation payments from the Board's insurance carrier. The Board shall then continue to pay the employee his/her full salary while deducting one-third (1/3) day increments from the employee's accumulated sick leave. Such full salary payments will continue as long as the employee has accumulated sick leave available and will be subject

to applicable deductions. At the time that the employee's sick leave is exhausted, the workers' compensation payments will go directly to the employee and Board payments shall cease.

Option 2: The employee shall retain the workers' compensation payments from the Board's insurance carrier without any further compensation from the Board or deduction from accumulated sick leave.

D. This Section shall be applicable to work-related injuries or illnesses occurring during the 2016-2017 school term and thereafter.

3.6 Damage to Personal Property

If an employee has clothing, glasses, dentures, contact lenses, or other personal property (excluding jewelry or cash) damaged or destroyed by students, he/she shall report it immediately to his/her NSSEO supervisor by the end of the school day or as soon as practicable. The employee shall submit the Report of Damage to Personal Property within two (2) business days of the damage/destruction.

The Administration shall conduct an investigation of circumstances surrounding such damage or destruction as soon as practicable. If, after investigation of the circumstances, the Administration believes that partial or whole reimbursement is warranted, it shall recommend it to the Board and will notify the employee. There will be a \$500 limit on the reimbursement of items per person per incident. Health-related items such as glasses, contacts, hearing aids and dentures will be reimbursed after submission to the employee's existing insurance; such claims exceeding \$500 will be subject for review. Watch replacement or repair shall not exceed \$100.

Reimbursement for damage or destruction of items brought to school for educational purposes shall not be considered unless the employee has obtained the written pre-approval of his/her NSSEO supervisor before bringing the personal property to school.

3.7 Assault and Battery Upon an ESP

NSSEO believes employees have a right to a safe workplace. In the event of an assault upon an employee, the first concern shall be the immediate medical needs of those involved. After medical needs have been met, the ESP, and any witnesses, shall file an Incident Report Form and a Student/Staff Injury Report, if applicable. The employee involved may file a formal police report; there shall be no reprisals for doing so.

3.8 ESP Housed in Member-District Buildings

NSSEO ESP housed in feeder districts will follow the housing district's school calendar and workday and will be required to attend NSSEO and/or district professional development. ESP with workdays other than 6.5 hours or calendars with less than 185 staff workdays will have their pay adjusted to compensate for the difference. ESP housed in districts working fewer days than the official NSSEO calendar will have the option of working additional days equal to the NSSEO paid calendar days as directed by their program administrators. They may avail themselves of any stipends or extra duty assignments available through the housing district. In all matters pertaining to their employment, the NSSEA-ESP contract and/or NSSEO Policy shall be enforced.

3.9 Workday

The regular ESP workday shall be 6.5 hours. Designated positions, depending on the program, may have a flexible starting time so long as the workday does not exceed 6.5 hours.

3.10 Duty-free Lunch

ESP are entitled to a 30-minute duty-free lunch and one 15-minute paid break per day.

3.11 ESP Dress

ESP dress is to be reasonably appropriate to the requirements of the job.

3.12 Discipline/Dismissal

- A. All new ESP shall be employed on a probationary basis for 90 days of the regular work year, starting on the first workday. Thereafter, any discipline or dismissal of a non-probationary ESP shall be for just cause.
- B. Continuing employment status notwithstanding, should there be declines in student enrollment, loss of program(s), or loss of funding, NSSEO shall have the right to reduce the number of ESP in proportion to the loss, in accordance with the seniority provisions specified by statute and Article VII of this agreement.

3.13 Notification of Employment

Any annual notification of re-employment sent to continuing ESP shall contain the language in Article 3.12.B.

3.14 Professional Development

NSSEA-ESP staff input regarding staff training/in-service will be obtained in planning professional development.

In addition, new ESP shall be required to attend up to three (3) orientation days immediately prior to the school year. Compensation will be at the current hourly substitute rate.

3.15 ESP Former LICA Employees

The following provisions shall apply to former LICA educational support personnel (ESP) employees who commence employment with NSSEO on July 1, 2012:

- A. Years of service with NSSED/LICA are portable to NSSEO for former LICA ESP employees and count towards benefits and recognition with NSSEO.
- B. Former LICA ESP employees who are employed in the NSSEO DHH Program will maintain their current seniority in such Program and only accrue seniority on the NSSEO seniority list for positions in the DHH Program. Service shall not be interchangeable between the NSSEO Program and other NSSEO programs.
- C. A former LICA ESP employee with twenty (20) years of service combined between NSSED/LICA and NSSEO are able to access retirement benefits in the NSSEA-ESP Collective Bargaining Agreement, if any, that may be applicable when retirement benefits are requested by the former LICA employee.

3.16 Extended School Year (NSSEA-ESP)

Requirements for ESY will be posted and internal candidates will have an opportunity to apply for ESY positions based on their current assignments at least fifteen (15) workdays prior to vacancies posted for external applicants. NSSEO employees submitting their applications within the fifteen (15) workdays will be given first preference for extended school year positions. Leave days included in Article VII will not be available for use during ESY. Employees are expected to commit to the full ESY posted schedule unless a flexible work schedule is approved. All final hiring decisions will be based on program administrators' recommendations.

3.17 Educational Interpreters

Each Educational Sign Language Interpreter will receive 30 minutes of planning time per day used for preparation.

ARTICLE IV
EVALUATION PROCESS

4.1 Purpose

The purpose of the NSSEO Staff Performance Rating Report and Professional Growth Plan is to ensure the growth and nurturing of quality instruction and to enhance professionalism.

4.2 Evaluation Process – Timelines

The Administration will adhere to the Evaluation Process Timelines contained in the NSSEO Staff Performance Rating Report and Professional Growth Plan Procedures.

4.3 Evaluation Committee

A joint committee comprised of four (4) Board-appointed representatives and four (4) Association-appointed representatives may be reconvened to consider changes in the NSSEO Staff Performance Rating Report and Professional Growth Plan Procedures.

ARTICLE V
Continuity of Services

5.1 Neither the Association, nor its members, nor any person acting on behalf of the Association shall engage in or encourage or support any strike, slowdown or other concerted refusal to render full and complete services to the Northwest Suburban Special Education Organization during the term of this contract.

ARTICLE VI
Compensation and Benefits

6.1 Course Reimbursement

If a course is recommended by NSSEO to an ESP, and the ESP agrees to complete those studies, NSSEO will bear the full cost of such coursework.

6.2 Salary Credit

Any ESP who began their employment within NSSEO on or before January 15th shall accrue a full year's credit for that year.

6.3 Salary Matrix

For each school year of this Agreement, the salary matrices will be as displayed in Appendices A through E.

6.4 Health Benefit Plan

The Board shall provide individual hospitalization/major medical insurance for each employee and the employee shall contribute the following amounts for the plan and school year indicated below:

<u>School Year</u>	HMO	<u>PPO</u>
2016-17	\$17.50	\$17.50
2017-18	\$17.50	\$20.00
2018-19	\$17.50	\$22.50
2019-20	\$20.00	\$25.00
2020-21	\$22.50	\$27.50

In addition, if the premium increase for a plan increases more than 6% for a given school year, the Board and the employee will split equally the increase exceeding 6%.

In addition, the Board shall provide dependent coverage at a cost to the employee of 60% of the difference between single and dependent coverage for the PPO plan and 60% of the difference between single and dependent coverage for the HMO plan.

By no later than April 1, 2019, the District Insurance Committee will present its recommendation to the Board and the Association regarding plan design or other insurance plan changes that may be necessary prior to January 1, 2020 in order to avoid the imposition of an excise tax or penalty upon the Board under the *Patient Protection and Affordable Care Act ("PPACA")*. The Board and the Association shall

thereafter consider such recommendation and may enter into further negotiations thereon.

If the Board and the Association fail to come to agreement that permits the Board to avoid an excise tax or penalty, the Board's contribution towards medical insurance premiums will be reduced on a pro-rated, per employee basis, beginning with the month of January 2020, by the amount of the excise tax or penalty that the Board will be required to pay in order to maintain the affected coverage under the HMO and/or PPO plans for single or family coverage, or both.

Example: Annual excise tax = \$36,000 for single coverage / 12 months = \$3,000 reduction in Board monthly contribution towards single coverage / 100 employees with single coverage = \$30/per employee per month reduction in Board contribution (i.e., will be added to the employee contribution).

6.5 Longevity

ESP are eligible for a longevity increment of \$600 per year beginning with year 15. This longevity increment will be included in the ESP's salary, but it is not shown in the hourly rates on the salary matrix.

6.6 Pay Options

ESP hired for the 2008-09 school year and thereafter will be paid over twenty-four (24) (September through August 30) pays per year.

ESP whose 2013-14 salary is spread over nineteen (19) pay periods shall have the option to elect nineteen (19) pay periods or the standard twenty-four (24) pay periods for the 2014-15 election shall be permanent.

The payroll dates for ESP employees who will be paid over twenty-four (24) pays per year will be paid on the 15th and 30th of each month beginning August 30th of the school year.

Those ESPs hired prior to 2008-2009 who have elected nineteen (19) pay periods will be paid beginning September 15 of the school year unless the last day of that school year is before May 31.

6.7 Dental Insurance

The Board shall provide individual dental insurance at a cost to the employee of \$5 per month. An ESP may elect to participate in dependent coverage by paying the full cost of said coverage. An ESP may opt to decline individual dental insurance, in which case the ESP will be able to apply \$20 per month to the selected dependent medical coverage.

6.8 Life Insurance

The Board shall provide \$50,000 term life insurance for each ESP. Employees shall have the option to individually purchase additional insurance under the provisions of the carrier's policy.

6.9 Long-Term Disability Insurance

The Board will provide a disability insurance program for each ESP. The plan will be coordinated with that provided by the Illinois Municipal Retirement Fund, with a combined benefit level equal to a total of 70% of the ESP's salary. Benefits begin after a waiting period of 180 days.

6.10 Sheltering of IMRF Contributions

ESP are required to contribute to IMRF at the rate set by IMRF. Contributions are tax deferred.

6.11 Retirement Benefits

A. General Eligibility Requirements

1. The employee must meet the retirement requirements of IMRF as applicable to that individual. At the time of submission of a statement of intent to retire, the employee shall provide the Superintendent with verification of all IMRF service, including any service recognition to be purchased.
2. The employee must complete a minimum twenty (20) years of full-time equivalent service in the employment of NSSEO by the effective date of retirement.
3. The employee must file for participation in a retirement program of IMRF and retire under IMRF.

B. Statement of Intent to Retire

1. General Provisions

An employee wishing to retire and to participate in any Board Retirement Benefit shall submit a written statement of intent to retire to the Superintendent. The statement must indicate when the retirement will take effect. The effective date of retirement shall be no later than June 30, 2021 (i.e., by the end of the five-year contract), and all retirement benefits shall expire on said date. Except as may be provided in Section C, the

statement of intent to retire shall constitute an irrevocable resignation from NSSEO employment on the proposed retirement date.

2. Filing Deadline

The statement of intent to retire shall be submitted to the Superintendent no later than December 1 of the school year of retirement, except as otherwise provided herein for the first year of the contract when such statement must be submitted by no later than March 1, 2017. The Board, at its discretion, may waive the filing deadline due to extenuating circumstances. Such action shall not be deemed precedential.

C. Modification of Statement of Intent

As soon as practicable, but in no case later than November 1 of the school year of retirement, an employee may submit a written request to withdraw a statement of intent to retire and resignation for at least one of the following specific reasons:

1. Diagnosis of serious illness of the prospective retiree;
2. Diagnosis of serious illness, total disability, or death of the prospective retiree's spouse;
3. Serious illness of a medically and financially dependent member of the prospective retiree's immediate family as defined in Article 7.4 "Sick Leave" of this contract (105 ILCS 5/24-6);
4. Legal action for the dissolution of the prospective retiree's marriage or for legal separation filed in court before the date of retirement specified in the employee's request for retirement incentive.

The Board, at its discretion, may accept or deny the request to withdraw the statement of intent to retire and the resignation. If the Board denies the employee's request, the employee will be notified in writing within five (5) days of Board's decision. The employee may then request an opportunity to address the Board in closed session regarding the denial. If the employee's request remains denied, the employee will be notified in writing within five (5) days of the Board's decision. The Board's acceptance or denial of such request shall not be reviewable under the grievance procedure and shall be deemed nonprecedential in effect.

In the event that the Board grants an employee's request to rescind the statement of intent to retire and the resignation, all benefits received by the employee under this retirement program (i.e. to the extent that salary increases exceed the increases that the employee would have otherwise received) must be reimbursed to the Board prior to the expiration of this collective bargaining

agreement, or as otherwise mutually agreed between the employee, the Board, and NSSEA-ESP. Such reimbursement will be through payroll deduction, unless otherwise mutually agreed. The employee will be returned to the salary matrix placement consistent with the employee's education and experience at the time the notice is withdrawn.

D. Retirement Benefits

All employees receiving a retirement benefit must retire by June 30, 2021, (i.e., by the end of the five-year contract), and all retirement benefits expire on said date. As a condition of participation in and receipt of any retirement benefits below, an employee must not have received an IMRF earnings increase in excess of six percent (6%) in any year used to calculate his/her retirement pension.

In exchange for filing a statement of intent to resign and retire at the end of a school year but no later than June 30, 2021 (i.e., by the end of the five-year contract), the Board shall provide a six percent (6%) increase in IMRF earnings over the previous year's IMRF earnings for each year of the post-notice, pre-retirement period for up to three (3) school years. The base salary year used to compute the first six percent (6%) increase shall be the school year prior to when the statement is submitted, provided that if an employee submits his/her statement of intent to retire by March 1, 2017 in order to receive his/her first six percent (6%) increase in the 2016-2017 school year, 2015-2016 shall be the base salary year.

An employee who receives a stipend for extra duty must continue to earn the stipend in order for his/her IMRF earnings increases to include a six percent (6%) increase in the stipend. If the employee no longer earns the stipend, the increase will be calculated on the employee's prior year's earnings, less the stipend.

E. Pension Reform

In the event that there are any changes in Illinois law which increase the financial obligation of the Board to implement the foregoing retirement benefit, including but not limited to a cost-shift of pensions to local school districts, the Board and the NSSEA-ESP shall reopen negotiations regarding the retirement benefit and modify the retirement benefit to avoid the increase in cost to the Board.

Pending the conclusion of such negotiations, the Board shall not be obligated to implement a retirement benefit for which Board costs have increased due to changes in Illinois law. The Board and the NSSEA-ESP may agree to postpone the negotiations if litigation is filed which challenges the relevant change(s) in Illinois law that increase the cost to the Board. However, if the parties negotiate an alternative benefit and a court decision later declares that the change in

Illinois law is invalid, the original benefit shall be reinstated for the remainder of this Agreement, and the alternative negotiated benefit rescinded, as best as practicable and in a manner that is cost-neutral to the Board. (i.e., “cost-neutral” means that the Board’s aggregate cost to implement a negotiated alternative benefit and the return to the original benefit will not exceed the cost of the original benefit).

F. Purchased Insurance Coverage

NSSEA-ESP who are eligible for IMRF retirement or disability benefits may purchase NSSEO health insurance according to the provisions of Public Act 86-1444.

6.12 Compensation for Curriculum Development

In the event the Board approves additional compensation for curriculum development or other education projects, notice will be given to all ESP in a timely fashion so as to allow for application to be made.

6.13 Extra-Duty Compensation

Extra-duty compensation is available when the duties occur beyond the regular workday and when the duties are beyond those of the regular job assignment.

Compensation will be at the employee’s current hourly rate and in accordance with the Fair Labor Standards Act (FLSA). ESP who are involved with testing requiring a licensed proctor will be compensated at the licensed substitute pay rate, or their normal pay rate whichever is higher, for the time they train, prepare and administer the test.

Extra-duty compensation opportunities will be posted before they are assigned in order to allow staff members to express interest. In order to receive compensation, the staff member must submit a log of duties at least quarterly. Payment will be made after review of the log shows the duties were beyond the regular workday and beyond those of the regular job assignment.

The extra duty hourly rate at the employee’s current rate will be used to compensate employees for student participation co-curricular activities or any other assignments requiring an interpreter.

6.14 Pay

Beginning August 30, 2016, the payroll dates for ESP employees will be on the 15th and 30th of each month.

6.15 Stipends

Employees with a current School Bus Driver Permit will receive a \$250 stipend annually.

Each employee hired into a position as a Classroom Signing Aide will receive a stipend in the amount of \$1.00 per hour.

Stipends are not subject to salary increases and will be included in the ESP's salary, but not shown in the hourly rates on the salary matrix.

ARTICLE VII
Leaves

7.1 Family and Medical Leave Act (FMLA)

A. Definitions

As used in this section:

“Eligible employee” means a member of the bargaining unit who has been employed with the Board for at least one (1) school year and has at least 1,250 hours of service with the Board during the previous twelve (12) months.

The term “equivalent position” shall mean any position for which an eligible employee is legally qualified to work with compensation and benefits equal to the compensation and benefits received by an eligible employee prior to being granted a leave under this Section.

Other terms shall be as defined in the *Family and Medical Leave Act* (P.L. 103-3) and rules/regulations as promulgated by the United States Department of Labor.

B. Leave

Eligible employees shall be granted a total of 12 workweeks of unpaid leave during any twelve-month period for one or more of the following reasons:

1. the birth of a child and to care for the newborn child;
2. the adoption of a child or the placement of a foster child;
3. to care for a spouse, son, daughter, parent, etc., who has a serious health condition; or
4. a serious health condition that makes the employee unable to perform the functions of his/her job; or

5. because of any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty) in the Armed Forces in support of a contingency operation.

C. Use of Accrued Sick Leave or Paid Personal Business Leave

Eligible employees requesting FMLA above may elect to use accrued paid personal business or sick leave as otherwise permitted by this Agreement under B. 1 and B. 2. The Administration may require the employee to utilize sick leave under B. 3 and B. 4 above.

D. Continuation of Health Insurance

The Board shall maintain health care coverage at Board expense for the duration of the twelve (12) week Family and Medical Leave period at the same level and under the same conditions that existed at the time of the commencement of this leave.

E. Notification

An eligible employee shall provide the Administration at least thirty (30) days advance notice before the date the leave is to begin by completing the form provided by the Human Resources Department. If thirty (30) calendar days advance notice is not practicable due to unforeseeable circumstances, the employee's intention to take leave must be given to the Human Resources Department as soon as the leave becomes known to the employee.

F. Medical Certification

Should an eligible employee request Family and Medical Leave, the employee shall provide a written certification from a certified health care provider of the reasons for the employee's request for Family and Medical Leave.

7.2 Bereavement Leave

Each ESP shall be given up to three (3) days of leave without loss of pay per occurrence for death in the immediate family. The immediate family for purposes of this section shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Any necessary absence in excess of three (3) days will be charged to sick leave. In unusual circumstances, requests may be made to the Superintendent/designee, who may at his/her discretion, grant the use of bereavement days for the death of person(s) other than those included in the definition of immediate family.

7.3 Personal Business Leave

Each ESP may use up to two (2) days annually without loss of pay to conduct personal business that cannot otherwise be attended to during work hours. Personal business days are not to be used for recreational purposes or to extend vacation periods. These days shall not be deducted from allowable sick leave. Approval of the program supervisor and the Superintendent or designee is required prior to the leave being taken.

In cases of emergency, requests to use personal business leave shall be submitted per published program procedures.

Requests to exercise personal leave shall be submitted via the Board-approved procedure, which shall be communicated in writing to employees not later than September 1 annually. The program-level administrator shall recommend approval/disapproval to the Superintendent or designee, who shall make the final decision.

Except for cases of emergency, personal business leave should not be requested during the first five (5) days or last five (5) days of school, or on the day before or after vacation or holiday.

In the event of an emergency or other atypical situation when no personal business days are available, a staff member may make a request to use up to two (2) days from allowable sick leave to cover the absence, or request a day without pay. The reason for the request must be stated at the time of making the request. The Superintendent reserves the right to make the final decision in all cases as to the approval or disapproval of such absence. The granting of days without pay is a separate matter for each ESP and is based upon individual facts in each case. The fact that a day without pay is granted to one ESP shall not be precedent for the granting of such days to another.

For ESP who begin or end their services during the school year, personal business leave days shall be prorated. At the end of each school year, each unused personal business leave day will be accumulated as one (1) sick day.

7.4 Sick Leave

Regular sick leave days are granted as follows:

- First and second year ESP receive one (1) day per month or up to ten (10) days of paid sick leave annually. Sick leave is awarded at the beginning of the school year or at the time of employment for new employees who start during the school year. For employees who end their employment during the school year, sick leave days shall be pro-rated based on their months of service.

- After two full years of service, ESP are awarded one and a half (1.5) days per month or fifteen (15) days of paid sick leave annually. Sick leave is awarded at the beginning of the school year. Sick leave days for these employees shall not be pro-rated if they end their employment during the school year.

Sick leave shall accumulate and shall be credited for IMRF service credit as applicable. The total of all sick leave may accumulate to 340 days.

ESP may use the leave days for personal illness, quarantine at home or illness in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall be interpreted as brothers, sisters, children, parents, spouse, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In unusual circumstances, requests may be made to the Superintendent/designee, who may at his/her discretion, grant the use of sick leave days for the illness of person(s) other than those included in the definition of immediate family.

7.5 Attendance Incentive Sick Leave

The Board shall provide an annual attendance incentive to those ESP who have completed fifteen (15) years of service and who maintain a balance of at least 120 regular sick leave days. Eligibility shall be determined at the end of each school year. Attendance incentive sick leave days shall not be included in the annual sick leave balance calculation.

An eligible ESP shall receive ten (10) attendance incentive sick leave days annually. These days shall be credited annually and shall be recorded separately from other accrued sick days. The balance of attendance incentive sick leave days shall be included in the annual leave report to employees.

Attendance incentive sick leave days shall be available for use after all other regular sick leave days, as well as any Sick Leave Bank options, are depleted. The incentive sick leave days shall count toward IMRF service credit. Previously earned attendance incentive sick leave days shall not be forfeited if an employee subsequently becomes ineligible due to the regular sick leave day balance.

7.6 Sick Bank Leave

- A. The Board, in cooperation with the Association, shall establish a Sick Leave Bank on a mandatory basis. The Association shall develop and publish guidelines for the administration of the Bank and shall administer the Bank.
- B. ESP shall contribute two (2) days of sick leave to the Bank upon starting the fourth year of continued service; ESP shall become eligible to withdraw from the Bank upon making such contribution. The Association will determine when participants in the Bank must contribute additional days.

- C. Unused sick days at termination/retirement will be transferred to the Bank. The maximum number of days that can be transferred yearly to the ESO Sick Leave Bank is the collective number of one hundred (100) days per year.
- D. At the time of retirement, as may be permitted by the Illinois Municipal Retirement Fund, a bargaining unit member may request to withdraw from the Bank the number of days equal to the number of days deposited and unused by the employee.

7.7 Association Leave

The ESP will share in the twenty (20) days annually in the NSSEA 7.7 Association Leave.

7.8 Jury Duty

The Board shall pay regular salary to ESP called to serve on a jury. The ESP will reimburse the Board any pay for jury duty less any expenses incurred in the performance of such duty, excluding meal expenses.

7.9 Judicial Hearing Leave

Any ESP who is subpoenaed to appear before legal and quasi-legal review panels as a witness in a proceeding in which he/she is not involved as a principal will be provided leave and will receive no pay deduction.

If an ESP is subpoenaed to appear at an employment related hearing when school is not in session, reimbursement shall be made at the ESP's hourly rate.

7.10 Leave of Absence

An ESP who has completed at least three (3) years of continued service may request permission to take an unpaid leave for up to one (1) school year. A leave of absence without pay may be approved and granted by the Assistant Superintendent of Human Resources, provided that such a request for leave is substantiated by good cause. ESP must submit a written request for an unpaid leave at least thirty (30) days before the commencement of the leave, except in cases of emergency or extenuating circumstances. The request will include the reason(s) for the request, as well as the specific start/stop time for the unpaid leave. The Assistant Superintendent of Human Resources shall notify the employee of the deadline for filing a notice of intent to return to active employment status.

Salary credit and ESP benefits will not accrue to the ESP on leave, except as provided herein. An ESP who is on leave of absence shall not advance on the

salary matrix for that school year unless the employee has worked a minimum of ninety (90) workdays during the same year.

An ESP on an authorized unpaid leave may elect to continue his/her group medical, dental and life insurance coverage, as permitted by the insurance plan, by paying the full amount of the premiums for the duration of the leave.

An ESP on unpaid leave shall retain any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional sick leave until returning to service.

An ESP on unpaid leave of absence shall give notice of intent to return to active employment status at least forty-five (45) days prior to the return or by the deadline given to the employee by the Assistant Superintendent of Human Resources at the time the leave is granted, if the leave is less than forty-five (45) days. This notification is the ESP's responsibility and failure to do same may negate reinstatement.

An ESP on unpaid leave who is unable to return to service at the end of the period for which the leave was granted or extended must submit a letter of resignation unless otherwise approved by the Superintendent or designee. The absence of such letter automatically terminates the ESP's employment.

If an unpaid leave of absence was granted for health reasons, a written statement from a licensed medical doctor certifying the ESP's fitness to return to duty is required.

ARTICLE VIII **Reduction in Force** **Layoff, Recall, and Placement**

8.1 Definition

A reduction in force (RIF) shall be defined as any action by the Board that results in the removal or honorable dismissal of ESP staff. Such reductions shall be the result of a Board decision to discontinue some particular type of educational support service or a demonstrable insufficiency of funds that makes such reductions unavoidable. For the purpose of this article, the terms "honorably dismissed" and "laid off" shall be used interchangeably.

8.2 Seniority Provisions

A. **Principle**: The Board and NSSEA/ESP recognize the value of experience in the cooperative. Therefore, employees shall be laid off, recalled and assigned based upon NSSEO seniority. All ESP shall be treated as a single category of

employees, as opposed to categorized by program or salary lane. Specifically required qualifications, as defined in this article, shall be considered when necessary.

- B. **Calculation**: NSSEO seniority shall be based upon the actual first day of full-time work in the cooperative. In the case of insufficient employment records, September 1 shall be used as the first day of work. Employees shall accrue service credit for seniority purposes for each day worked.

The use of sick leave (paid or unpaid), Sick Leave Bank, or other paid leaves is not to be interpreted as a break in service in regards to seniority computation.

(Note: A break in service shall affect an employee's seniority date, as the first day of work shall become the date of return from the break in service.)

ESP on a Board-approved unpaid leave of absence shall not lose earned seniority, but shall not gain seniority service credit for the time on leave.

ESP who terminated their employment with the district and later returned shall receive seniority credit only from their most recent date of employment.

- C. **Seniority List**: The Board shall, in consultation with NSSEA/ESP, each year compile a seniority list showing the following information for each full-time ESP.

1. Employee's name.
2. First day of full-time work in the cooperative.
3. Seniority date
4. Current position in the cooperative; and
5. Specific licensure/qualifications as defined in this article

Copies of the current seniority list shall be distributed to NSSEA/ESP on or before February 1 of each year.

- D. **Employee's Responsibility to Provide Data**: It shall be the employee's responsibility to ensure the accuracy of the individualized information on the seniority list and to report changes in a timely manner. Licensure and qualifications reported prior to December 1 shall be included on the February 1 seniority list for end-of-year layoff consideration. Licensure and qualifications earned prior to December 1, but not reported to the Assistant Superintendent of Human Resources by December 1, will not be placed on the February 1 seniority list and shall not be taken into consideration; the unreported licensure and qualifications shall be included on the following February 1 seniority list for consideration. Licensure/qualifications earned after December 1 shall be reported to the Human Resources Department immediately and will be considered in the event of end-of-term and immediate layoff/recall.

E. **Definition of Specialized Qualifications**: Specialized qualifications shall include, but not be limited to, the following:

1. Qualifications required by a job description (including bilingual, computer technology and interpreting) or by a personal care/treatment plan; and
2. Licensure

F. **NSSEA Licensed Positions**

An ESP currently employed at NSSEO who is hired for a licensed position shall retain his or her position on the ESP seniority list for two years. Seniority shall accrue on both the ESP as well as the appropriate licensed seniority lists. The employee shall be removed from the ESP seniority list on the first day of the third school year if still continuously employed in the licensed position.

The employee may voluntarily return to an ESP position at the beginning of the next school year if notice is given to NSSEO prior to May 15th. An ESP may return to his/her prior ESP category of position if there is a vacant position. If such a vacancy does not exist, she/he will be offered a position for which she/he are qualified.

8.3 **Dismissal/Layoff Procedure**

- A. **Timing**: The Board and Association share the belief that student educational needs are best met when educational support staff services are provided on a continuous basis throughout the school year. Therefore, the Board shall make every effort to avoid disruptions to the educational process by issuing notifications of honorable dismissal at the end of the school term prior to the school year for which the reductions are to become effective. Once a school year begins the Board shall avoid immediate ESP reductions except when absolutely necessary due to the reasons stated in the definition of this article.
- B. **Notification**: Per Section 10:23-25 of the *Illinois School Code*, the Board shall provide written notice of honorable dismissal to an affected ESP by certified mail at least thirty (30) days prior to the date of the dismissal. Such notice shall include a statement of honorable dismissal and the reason therefore.
- C. **Dismissal Sequence**: Layoffs shall be made on the basis of NSSEO seniority. The least senior employee shall be honorably dismissed first. In the event of equal seniority, the employee with the lowest salary placement on the NSSEO salary matrix shall be dismissed first. If the seniority and salaries are equal, the employee with the fewest licenses/approvals shall be dismissed first. If the seniority, salaries, and credentials are equal, the employees shall draw lots.

D. **Immediate Layoff Procedure**: NSSEO seniority shall be utilized for all layoffs, including those that become effective the following school year and those which may occur immediately during the course of a school year due to ongoing changes in student status/enrollment. In an effort to minimize disruption in the delivery of student services, the administration shall make every effort to maintain an employee's position when his/her assignment has been affected due to a change in student status/enrollment. If the Board finds it necessary to eliminate the position affected by the change in student status/enrollment, thereby effecting a reduction in force, the employee holding the eliminated position shall have immediate bumping rights over less senior employees. The least senior employee in a position for which the displaced senior employee is qualified shall be laid off with no less than thirty days' notice. The bumped employee shall be placed on the recall list according to seniority.

8.4 **Recall**

- A. **Implementation**: The administration and NSSEA/ESP shall jointly oversee the recall process.
- B. **Recall Notification**: The administration shall simultaneously send a written notice of recall by certified mail and a verbal notice of recall by telephone when possible.
- C. **Employee Contact Information**: It is the responsibility of employees on the recall list to supply the Assistant Superintendent of Human Resources with current address and phone number information. This responsibility includes providing additional contact information for periods when an employee may not be available at his/her primary residence due to travel, etc.
- D. **Recall Sequence**: Recall shall be based upon NSSEO seniority and specialized qualifications required for a position. The recall shall be based upon information provided in the published seniority list. In the event of equal seniority, the following (listed in order of priority) shall be used to determine the recall sequence:
1. Highest salary placement on NSSEO salary matrix;
 2. Highest number of licenses/approvals held; or
 3. Drawing of lots.
- E. **Employee Response to Recall Notice**: An employee who fails to respond to a recall notice within fifteen (15) days of the first date of notice issued by the postal service shall relinquish recall rights and seniority. An employee who declines the first position offered shall move to the bottom of the recall list for one school year, with no loss of seniority for the following year. An employee who declines a second position shall be considered as having tendered a resignation, effective immediately.

- F. **Recall Periods**: Employees who are honorably dismissed at the close of a school year shall be maintained on a recall list through the first day of the following school year. Employees who are laid off after the school year begins, but prior to January 1, shall be maintained on a recall list through August 31 of the following calendar year. Employees who are laid off after the school year begins, but after January 1, shall be maintained on a recall list through the first day of the following school year.

8.5 **Placement**

- A. **Transition Support**: In the interest of educational excellence, an employee recalled to a different position/program shall be given an opportunity to observe the new assignment when possible and to receive mentoring.
- B. **Immediate Specialized Qualifications Transfers**: A specialized qualification employee recalled to a position not requiring such qualifications shall be given first consideration should a specialized qualified position become available during the year. The Superintendent may, at his/her discretion, transfer the specialized qualification employee, involuntarily, if necessary, so long as the action is in the best interest of NSSEO. In the event a specialized qualification employee is transferred, the non-specialized qualification position shall be extended to the most senior employee on the recall list.
- C. **Volunteers**: So long as seniority and specialized qualifications are honored, the administration shall have the right to seek volunteers for placements.

8.6 **Employee Benefits**

- A. **Protection of Benefits**: An honorably dismissed employee who is recalled for service shall be entitled to all benefits effective at the time of his/her layoff, including placement on the salary matrix, unused accumulated sick leave, and seniority.
- B. **End-of-the-Year-Dismissal**: An employee who receives notice of honorable dismissal no more than thirty (30) days prior to the close of a school year shall receive full insurance benefits through August 31 if the employee fulfills the terms of his/her contract.
- C. **Mid-Year Dismissal**: An employee who receives mid-year notice of honorable dismissal shall receive paid insurance benefits for ninety (90) days following dismissal. In addition, the employee shall be granted one (1) day of released time to seek other employment. The ESP shall receive paid insurance benefits for ninety (90) days following dismissal.

- D. **New Employee Freeze**: In no case shall the Board hire new employees while there are laid-off employees who are qualified for vacant or newly created positions.

ARTICLE IX **Committees**

9.1 Association/Superintendent

The Administration and Association may meet monthly to present and/or discuss relevant topics of interest to the membership and address areas of mutual concern. The agenda would be posted in advance reflective of a collaborative planning process.

9.2 Insurance Committee

A. Responsibilities

The responsibilities of the joint Insurance Committee shall include, but not be limited to, the following: monitoring/containing costs, recommending carriers, assessing delivery of services by carriers, researching industry-wide trends, and providing educational programs for insurance participants. The Insurance Committee may make recommendations regarding insurance cost containment measures, improvements in benefits, and plan redesign. Such recommendations shall be subject to negotiations by the NSSEA and the Board.

B. Composition

The Insurance Committee shall be composed of eight (8) members, four (4) appointed by the Board and four (4) appointed by the NSSEA.

C. Meetings

The Insurance Committee shall meet at least annually, preferably prior to open enrollment. Additional meetings will be scheduled on an as needed basis. The committee shall select a chairperson who will be responsible for publishing an agenda. The committee shall select a member to take and publish minutes. Resource people may be invited.

9.3 Calendar

A committee comprised of two (2) representatives of Administration, two (2) representatives of the NSSEA-Licensed, and two (2) representatives of the NSSEA-ESP will meet to develop a recommendation to the Board for a school calendar for the next school term.

9.4 **Safety**

A. **Responsibilities**

The responsibilities of the Safety Committee shall include, but not be limited to consideration and assessment of the following: work safety conditions; equipment; employee training; safety procedures; and facilities as they relate to workplace safety issues. The Safety Committee may make recommendations to the Superintendent regarding improvements in work safety.

B. **Composition**

The Safety Committee shall include a wide-range of members from across the cooperative and not less than four (4) appointed by the Board and four (4) appointed by the NSSEA.

C. **Meetings**

The Safety Committee shall meet on an as needed basis. The committee shall select a chairperson who will be responsible for publishing an agenda. The committee shall select a member to take and publish minutes.

D. **Meeting Attendance**

The Safety Committee may invite outside resources with expertise in workplace safety.

9.5 **Professional Development**

Program-based planning committee composed of at least one (1) building or program administrator appointed by the Board, one (1) Licensed staff member and one (1) ESP staff member appointed by the Association will be formed after the approval of the NSSEO calendar for the next school year. These Committees will make recommendations to the Administration and Association using the approved calendar for-staff-directed professional activities by no later than May 15th each year. Staff-directed professional activities will be focus on improving outcomes for students. Activities such as the review/development of students' IEPs, curriculum planning, data-analysis, technology training, curricula/team/department meetings, etc. shall be considered based on the annual Needs Assessment results.

NSSEO employees housed entirely in one (1) of the member districts will be provided opportunity to give input into professional development activities based on the housing districts' school calendar and availability of professional development days. Committees will be composed of at least one (1) program

administrator, one (1) Licensed and one ESP staff member appointed by the Association.

ARTICLE X **Transfers**

10.1 Vacancies and Involuntary Transfers

- A. The Superintendent/designee of NSSEO shall have posted in all school buildings and on the NSSEO website a notice of all new and promotional vacancies as they occur.
- B. No such vacancy shall be filled on a permanent basis until such vacancy has been posted at least ten (10) days, except during summer recess.
- C. Notice of vacancies which occur during the summer months shall be sent to all ESP who have requested on the appropriate form that such notice be sent and who have supplied self-addressed, stamped envelopes for such purpose.
- D. Consideration will be given to ESP who have requested a voluntary transfer. An ESP who has requested a transfer shall be granted an interview upon request when requirements and/or qualifications are met.
- E. Any ESP may apply for transfer to another building, position, program, or another grade level at any time. Such application shall be in writing to the Assistant Superintendent of Human Resources. A denial of a transfer to a vacancy existing at the time of such request shall be in writing. Salary placement shall not be a consideration for a voluntary transfer. When a request for voluntary transfer is honored, the ESP shall carry all accrued seniority to the new position.

10.2 Involuntary Transfer

Except as the result of a reduction in force, any transfer which is not acceptable to the ESP involved shall be considered an involuntary transfer and subject to the following provisions:

- 1. Upon his/her written *request*, an ESP affected by an involuntary transfer shall be allowed to resign without penalty.
- 2. Except in an emergency or other atypical situation, notice of proposed involuntary transfers shall be given to the ESP involved no less than thirty (30) days prior to transfer.
- 3. An involuntary transfer shall be made only after a meeting, if requested by the ESP, between the ESP involved and the Administration, at which time the ESP

shall be notified of the reasons for the transfer. A representative of the Association shall be present if requested by the ESP.

4. An involuntary transfer is a transfer to a different program. Change of age level within a program is not an involuntary transfer.
5. When an ESP is involuntarily transferred, the ESP shall carry all accrued seniority to the new position.

There will be a provision of the one-half day release time for an ESP who has been involuntarily transferred to be introduced to the new assignment. If a conflict situation occurs that makes it questionable that an ESP can be released, the Assistant Superintendent of Human Resources will confer with the Association President in order to resolve the situation. Additionally, up to two (2) days total release time may be granted at the discretion of the Administrator.

ARTICLE XI **Grievance Procedure**

11.1 Definition

Any claim by the Association or an ESP that there has been an alleged violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.

11.2 Grievance Procedure

- A. **First Step** – An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal.
- B. **Second Step** – If the grievance cannot be resolved informally, the aggrieved ESP shall file the grievance in writing with the principal, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged to be misrepresented, violated or misapplied, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the ESP and the Superintendent within ten (10) school days after receipt of the grievance.
- C. **Third Step** – In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved ESP shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent/designee. Within ten (10) school days after such written

grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to discuss the grievance. The Superintendent/designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the ESP and the principal.

- D. **Fourth Step** – If the grievance is not resolved satisfactorily at step three, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving ESP to the Superintendent/designee within thirty (30) days from receipt of the step three answer, to enter into such arbitration; the arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services shall be borne equally by the cooperative and the Association.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore and add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by NSSEO and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

11.3 Association Participation – ESP Represented

- A. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a written grievance at any level, if requested by the grieving ESP, and no ESP shall be required to discuss any written grievance if the Association's representative is not present.
- B. Every ESP covered by this agreement shall have the right to present grievances in accordance with these procedures.
- C. Failure of an ESP (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, maybe extended by mutual agreement.
- D. It is agreed that any investigation or other handling or processing of any grievance by the grieving ESP shall be conducted so as to result in no

interference with or interruption whatsoever of the instructional program and related work activities of the grieving ESP or of the other ESP.

- E. Class grievances involving one or more ESP or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at step two.

ARTICLE XII **Negotiations Procedures**

12.1 Representatives and Timelines

The parties agree that their duly designated representatives shall negotiate in good faith with respect to salaries and terms and conditions of employment. Each party shall select its own representatives. Negotiations shall begin at a mutually agreeable time.

12.2 Negotiations Procedures

Before February 15 of the final year of the contract, the President of NSSEA-ESP or the Superintendent/designee will call a meeting to initiate negotiations.

It is the intent of both parties to agree to any language changes within thirty (30) days of the initial meeting.

In the best interest of both parties, any negotiations regarding any cost issues will take place after NSSEO has accurate accountings of the ESP employee staff for the ensuing school year. This is to establish the most beneficial distribution of monies/benefits available to ESP employees.

12.3 Request for Mediation

If agreement is not reached after a reasonable period of negotiations, either party may call for mediation.

12.4 Mediation

When mediation has been called for, the Federal Mediation and Conciliation Services shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and affect a mutually acceptable agreement, provided that the mediator shall not, without consent of both parties, recommend terms of settlement or make findings of fact.

ARTICLE XIII
Effect of Agreement

13.1 Complete Understanding

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 written mutual consent of the parties.

13.2 Employment Agreements

The terms and conditions of this Agreement shall be reflected in individual employment agreements.

13.3 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

13.4 Term of Agreement

This Agreement shall be effective the first day of the work year August, 2016 and shall remain in effect until the last day of the work year in the 2020-2021 school year.

This Agreement is signed this 1st day of February 2017.

In witness thereof:

For the Northwest Suburban Special
Education Association

For the Northwest Suburban
Special Education Organization
Governing Board

President

President

Secretary

Secretary

APPENDICES A, B, C, D & E

NSSEO ESP Salary Matrix 2016-2017				
	LANE II	LANE III * Closed Lane	LANE IV	LANE V
STEP 0	15.16		20.49	26.34
STEP 1	15.38		20.79	26.74
STEP 2	15.61		21.10	27.13
STEP 3	15.84		21.41	27.54
STEP 4	16.07		21.73	27.94
STEP 5	16.31		22.05	28.35
STEP 6	16.55		22.38	28.78
STEP 7	17.05		23.05	29.63
STEP 8	17.37		23.49	30.21
STEP 9	17.71		23.95	30.80
STEP 10	17.88		24.17	31.11
STEP 11	18.06		24.41	31.43
STEP 12	18.22		24.64	31.72
STEP 13	18.42		24.86	32.01
STEP 14	18.56		25.11	32.33
STEP 15	18.75		26.36	33.96
STEP 16	18.94		26.62	
STEP 17	19.10		26.88	
STEP 18	19.29		27.15	
STEP 19	20.03		28.22	
STEP 20	20.84		29.31	
STEP 21	21.55		30.37	
STEP 22	21.96		30.73	
STEP 23	22.31		31.14	
STEP 24	22.83		31.67	
STEP 25	23.21		32.01	
STEP 26	23.67		32.53	
STEP 27	24.18		33.00	
STEP 28	24.68		33.48	
STEP 29	25.23		34.04	
STEP 30	25.76			

* Individuals off of salary matrix or in Lane III will receive a 4% salary increase.

Based on 196 days - 1,274 hours

Lane IV Positions Include: Interpreter Asst., Bilingual Asst., Hallway Monitor Asst.,
Pre-Vocational Asst., Adaptive PE Asst., Job Coach Asst.,
Vocational Asst., Building Asst., Educational Sign Language Interpreter

Lane V Positions Include: COTA, PTA, and Nurse

NSSEO ESP Salary Matrix 2017-2018				
	LANE II	LANE III * Closed Lane	LANE IV	LANE V
STEP 0	15.42		20.84	26.80
STEP 1	15.65		21.15	27.20
STEP 2	15.88		21.47	27.61
STEP 3	16.12		21.79	28.02
STEP 4	16.35		22.11	28.43
STEP 5	16.59		22.43	28.85
STEP 6	16.84		22.76	29.27
STEP 7	17.08		23.11	29.71
STEP 8	17.60		23.80	30.59
STEP 9	17.93		24.26	31.19
STEP 10	18.29		24.73	31.81
STEP 11	18.46		24.96	32.12
STEP 12	18.65		25.20	32.45
STEP 13	18.81		25.44	32.75
STEP 14	19.02		25.66	33.05
STEP 15	19.17		25.92	33.38
STEP 16	19.36		27.22	35.06
STEP 17	19.55		27.49	
STEP 18	19.73		27.76	
STEP 19	19.92		28.04	
STEP 20	20.68		29.13	
STEP 21	21.52		30.26	
STEP 22	22.25		31.35	
STEP 23	22.68		31.73	
STEP 24	23.03		32.15	
STEP 25	23.57		32.70	
STEP 26	23.97		33.05	
STEP 27	24.44		33.59	
STEP 28	24.97		34.07	
STEP 29	25.48		34.57	
STEP 30	26.05		35.15	

* Individuals off of salary matrix or in Lane III will receive a 3.25% salary increase.

Based on 196 days - 1,274 hours

Lane IV Positions Include: Interpreter Asst., Bilingual Asst., Hallway Monitor Asst.,
Pre-Vocational Asst., Adaptive PE Asst., Job Coach Asst.,
Vocational Asst., Building Asst., Educational Sign Language Interpreter
Lane V Positions Include: COTA, PTA, and Nurse

NSSEO ESP Salary Matrix 2018-2019				
	LANE II	LANE III * Closed Lane	LANE IV	LANE V
STEP 0	15.69		21.20	27.27
STEP 1	15.92		21.52	27.68
STEP 2	16.16		21.84	28.08
STEP 3	16.40		22.16	28.50
STEP 4	16.64		22.50	28.93
STEP 5	16.89		22.83	29.36
STEP 6	17.13		23.16	29.79
STEP 7	17.38		23.50	30.22
STEP 8	17.64		23.86	30.68
STEP 9	18.17		24.57	31.59
STEP 10	18.52		25.05	32.21
STEP 11	18.88		25.53	32.84
STEP 12	19.06		25.77	33.16
STEP 13	19.26		26.02	33.50
STEP 14	19.42		26.27	33.82
STEP 15	19.64		26.50	34.13
STEP 16	19.79		26.76	34.47
STEP 17	19.99		28.11	36.20
STEP 18	20.19		28.38	
STEP 19	20.37		28.66	
STEP 20	20.57		28.95	
STEP 21	21.35		30.08	
STEP 22	22.22		31.24	
STEP 23	22.97		32.37	
STEP 24	23.42		32.76	
STEP 25	23.78		33.19	
STEP 26	24.34		33.76	
STEP 27	24.75		34.13	
STEP 28	25.23		34.68	
STEP 29	25.78		35.18	
STEP 30	26.31		35.69	

* Individuals off of salary matrix or in Lane III will receive a 3.25% salary increase.

Based on 196 days - 1,274 hours

Lane IV Positions Include: Interpreter Asst., Bilingual Asst., Hallway Monitor Asst.,
Pre-Vocational Asst., Adaptive PE Asst., Job Coach Asst.,
Vocational Asst., Building Asst., Educational Sign Language Interpreter

Lane V Positions Include: COTA, PTA, and Nurse

NSSEO ESP Salary Matrix 2019-2020				
	LANE II	LANE III * Closed Lane	LANE IV	LANE V
STEP 0	15.97		21.57	27.74
STEP 1	16.20		21.89	28.15
STEP 2	16.44		22.22	28.58
STEP 3	16.69		22.55	29.00
STEP 4	16.93		22.88	29.43
STEP 5	17.18		23.23	29.87
STEP 6	17.43		23.57	30.31
STEP 7	17.69		23.91	30.76
STEP 8	17.95		24.27	31.21
STEP 9	18.21		24.63	31.67
STEP 10	18.76		25.37	32.61
STEP 11	19.12		25.86	33.25
STEP 12	19.49		26.36	33.91
STEP 13	19.68		26.60	34.24
STEP 14	19.88		26.87	34.59
STEP 15	20.06		27.12	34.91
STEP 16	20.27		27.36	35.23
STEP 17	20.43		27.63	35.59
STEP 18	20.64		29.02	37.38
STEP 19	20.85		29.31	
STEP 20	21.03		29.59	
STEP 21	21.23		29.89	
STEP 22	22.05		31.06	
STEP 23	22.94		32.26	
STEP 24	23.72		33.43	
STEP 25	24.18		33.83	
STEP 26	24.55		34.27	
STEP 27	25.13		34.86	
STEP 28	25.55		35.23	
STEP 29	26.05		35.81	
STEP 30	26.62		36.32	

* Individuals off of salary matrix or in Lane III will receive a 3.25% salary increase.

Based on 196 days - 1,274 hours

Lane IV Positions Include: Interpreter Asst., Bilingual Asst., Hallway Monitor Asst.,
Pre-Vocational Asst., Adaptive PE Asst., Job Coach Asst.,
Vocational Asst., Building Asst., Educational Sign Language Interpreter

Lane V Positions Include: COTA, PTA, and Nurse

NSSEO ESP Salary Matrix 2020-2021				
	LANE II	LANE III * Closed Lane	LANE IV	LANE V
STEP 0	16.25		21.95	28.22
STEP 1	16.49		22.27	28.65
STEP 2	16.73		22.60	29.07
STEP 3	16.98		22.94	29.50
STEP 4	17.23		23.28	29.94
STEP 5	17.48		23.63	30.39
STEP 6	17.74		23.98	30.84
STEP 7	18.00		24.34	31.30
STEP 8	18.26		24.69	31.76
STEP 9	18.53		25.06	32.22
STEP 10	18.80		25.44	32.70
STEP 11	19.37		26.19	33.67
STEP 12	19.74		26.70	34.34
STEP 13	20.13		27.22	35.01
STEP 14	20.32		27.47	35.35
STEP 15	20.53		27.74	35.72
STEP 16	20.71		28.00	36.05
STEP 17	20.93		28.25	36.38
STEP 18	21.10		28.53	36.75
STEP 19	21.31		29.96	38.59
STEP 20	21.52		30.26	
STEP 21	21.71		30.55	
STEP 22	21.92		30.86	
STEP 23	22.76		32.07	
STEP 24	23.69		33.31	
STEP 25	24.49		34.51	
STEP 26	24.96		34.93	
STEP 27	25.35		35.39	
STEP 28	25.94		35.99	
STEP 29	26.38		36.38	
STEP 30	26.90		36.97	

* Individuals off of salary matrix or in Lane III will receive a 3.25% salary increase.

Based on 196 days - 1,274 hours

Lane IV Positions Include: Interpreter Asst., Bilingual Asst., Hallway Monitor Asst.,
Pre-Vocational Asst., Adaptive PE Asst., Job Coach Asst.,
Vocational Asst., Building Asst., Educational Sign Language Interpreter

Lane V Positions Include: COTA, PTA, and Nurse