

PROFESSIONAL AGREEMENT

BETWEEN

SANGAMON AREA SPECIAL EDUCATION DISTRICT

AND

SANGAMON AREA SPECIAL EDUCATION DISTRICT  
EDUCATION ASSOCIATION

2017-2020

## TABLE OF CONTENTS

ARTICLE I- GENERAL PROVISIONS .....	1
ARTICLE II-NEGOTIATION PROCEDURES .....	2
ARTICLE III-COMMITTEE AUTHORITY AND MANAGEMENT RIGHTS .....	3
ARTICLE IV-MEMBER AND ASSOCIATION RIGHTS .....	4
ARTICLE V - NO STRIKE CLAUSE .....	8
ARTICLE VI -WORK STOPPAGE .....	9
ARTICLE VII -GRIEVANCE PROCEDURE.....	11
ARTICLE VIII -LEAVES OF ABSENCE.....	14
ARTICLE IX -WORKING CONDITIONS.....	20
ARTICLE X - EXTRA DUTY ASSIGNMENTS.....	22
ARTICLE XI - MEMBER ASSIGNMENTS .....	23
ARTICLE XII- EVALUATIONS .....	24
ARTICLE XIII -PERSONNEL FILE .....	25
ARTICLE XIV -TEACHER PROTECTION .....	26
ARTICLE XV - PROFESSIONAL DEVELOPMENT OPPORTUNITIES .....	27
ARTICLE XVI-INSTRUCTIONAL MATERIALS AND SUPPLIES .....	28
ARTICLE XVII - INSURANCE BENEFITS.....	29
ARTICLE XVIII - EXPENSES .....	31
ARTICLE XIX- PAYMENT OF SALARIES.....	32
ARTICLE XX – REDUCTION IN FORCE .....	37
ARTICLE XXI- DISCIPLINE, DISMISSAL AND REDUCTION IN STAFF .....	38
ARTICLE XXII - EFFECT OF AGREEMENT .....	41
ARTICLE XXIII- DECENTRALIZATION .....	42
THE APPENDIX .....	44
APPENDIX I .....	45
APPENDIX II .....	46
APPENDIX III.....	48
APPENDIX IV.....	50
APPENDIX V .....	51
APPENDIX VI.....	52
APPENDIX VII.....	53
APPENDIX VIII.....	59

## ARTICLE I- GENERAL PROVISIONS

### 1.1 Recognition

The Board of Directors of the Sangamon Area Special Education District, hereinafter referred to as the "Board," recognizes the Sangamon Area Special Education District Education Association, hereinafter referred to as the "Association" as the sole and exclusive negotiating agent for all members.

1.2 Regularly employed part-time employees shall be included in the bargaining unit and subject to the terms and conditions of this agreement except that their salaries and benefits shall be based on their fractionalized employment status. However, any employee who regularly works thirty (30) hours per week or more shall receive health insurance benefits as a full-time employee.

### 1.3 Definitions

- A. The term "Association" will refer to Sangamon Area Special Education District Education Association as the sole and exclusive negotiating agent.
- B. The term "members" will refer to SRS and SRC teachers, CBE teachers, Early Childhood teachers, Visually Impaired and Hearing Impaired Itinerant teachers, Speech and Language Therapists, SASSED Central ED teachers, Social Workers, Psychologists, Alternative Education teachers, Diagnostic/Prescriptive Autism teachers, and Vocational Coordinators.
- C. The term "Board" will refer to the Board of Directors composed of the Superintendents of those districts elected by the Governing Board of Sangamon Area Special Education.
- D. The term "Director" will refer to the Director of Sangamon Area Special Education District.
- E. The term "days" will refer to working school days for members except where otherwise indicated.
- F. The formula for per diem rate of pay shall be the member's current salary, including any stipends as listed in Addendum II, divided by 180.

## **ARTICLE II- NEGOTIATION PROCEDURES**

- 2.1 The Board agrees not to enter into contract negotiations in regard to hours, wages, and working conditions with any individual, group, or organization of teachers covered by this Agreement, other than its duly elected representatives, for the duration of this Agreement. Individuals, groups, or other organizations may present their views or recommendations to the Board or administrative staff.
- 2.2 Negotiations on successor agreements shall begin no later than April 1, on the year of expiration, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

## **ARTICLE III - BOARD AUTHORITY AND MANAGEMENT RIGHTS**

- 3.1 The determination and administration of SASED policy, the operation and management of the SASED district programs and the direction of employees are the responsibilities of the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of district policy, the operations and management of the SASED district programs and the direction of employees will be final.
- 3.2 It is understood and agreed that all functions, rights, powers or authority of the Administration of the District and the Board which are not specifically limited by this agreement are retained by the Board, provided, however, that no such right will be exercised so as to violate any of the specific provisions of this Agreement.
- 3.3 It is agreed that the work day for members may involve more than the time spent in the regularly assigned duties. Members recognize that their professional responsibilities often extend beyond the classroom and regular work day.

Activities that will extend this regular work day shall include: providing students with counseling, school faculty and member district meetings and IEP conferences. Case Review Teams and annual reviews will be scheduled by mutual agreement between members and appropriate administrative staff. In the event mutual agreement cannot be reached, the Director and the Association President shall be notified to resolve the matter of scheduling.

## **ARTICLE IV- MEMBER AND ASSOCIATION RIGHTS**

### 4.1 **Civil Rights**

The Board shall appoint employees to all assignments on the basis of qualifications without regard to race, creed, color, gender, marital status, national origin and sexual orientation. The Board and the Association agree to continue their policy of not discriminating against any member on the basis of race, color, religion, gender, marital status, national origin, ancestry, place of residence, or sexual orientation.

### 4.2 **Member Rights**

#### A **Right to Organize**

Members shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any member with respect to hours, wages, and terms and conditions of employment for reasons of his/her membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this agreement.

B. The Board shall deduct from each member's pay the current dues of the Association, provided that the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. All dues deducted shall be remitted to the Association no later than ten (10) days after such deductions are made.

#### C. **Miscellaneous Deductions**

Other payroll deductions may be approved by the Board.

### 4.3 **Association Rights**

#### A. **Use of District Facilities**

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business with members. The Director shall cooperate with the Association in making locations available for Association meetings and help to enhance communications within the district.

B. Board Agendas and Board Minutes

Board meeting agendas and board minutes will be mailed to the designated representative(s) at the same time they are mailed to the Board of Directors members prior to the scheduled Board of Directors meetings. Electronic mail and/or posting online are acceptable methods for distributing board meeting agendas and board minutes.

C. Public Information

The Board agrees to furnish the Association all available prepared public information that has been presented to the Board concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and informed and constructive programs on behalf of bargaining unit members and their clients together with information which may be necessary for the Association to process any grievance or complaint. Nothing referenced herein shall require the District to prepare additional information in a particular format requested by the Association. Budget development information will be provided to the Association in the same time-frame as provided to the Budget Committee or Board of Directors.

D. Contract Distribution

SASED shall post and maintain the contract on the SASED website.

E. Personnel List

Names and addresses of newly hired staff shall be available from the Director to the Association within two weeks after their employment. Additionally, by December 15th each year, the Director will provide the Association President with a list of all Association members, their current year salary, current years of service credited at SASED toward salary, and current education credited at SASED toward salary.

F. Seniority Lists

The Board will provide the Association President a seniority list by January 15 of each year. Members must submit, in writing, the correction of errors by February 15th. The Association President will receive a corrected copy.

G. SASED Committees

The Association shall have the option of having at least two (2) members of the Association on the following committees: inservice, autism, and workload, and eligibility. The Association will have equal representation on the following committees: RIF joint committee, PERA joint committee, and insurance committee. The Association shall be given the names, in writing, of current committee members. The Director shall inform the Association President of any new committees established or changes in existing committees by the Board of Directors.

H. Release Time

The Association President and/or a designated representative shall be given release time for Association business at no loss of salary, fringe benefits, seniority, position, and all other contractual rights. Said release time shall be limited to a maximum of fifteen (15) days per school year. This time shall be separate from the regular planning time provided for class preparation. The Association shall pay for the substitute cost for any or all days used or the employee who uses Association Leave will be required to "make-up" the time on a per diem basis (for every day used for Association Leave, one day of time will be worked outside the regular work year of the employee). The days used for Association Leave must have prior approval of the Director.

- I. The Board shall provide the Association President with each member district's calendar by August 15th of each year.

J. Fair Share

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

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



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

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

The employer gives timely notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and the Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

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

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

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

## **ARTICLE V - NO STRIKE CLAUSE**

- 5.1 During the term of this Agreement, no member, nor the Association, nor any person acting on behalf of the Association shall engage in, authorize, participate directly, or instigate any strike, any recognition of any picket line at any School District's premises, or refuse to render customary assigned program services to the Board.
  
- 5.2 Any violating member, after written notification, who does not discontinue such activity immediately shall be subject to discipline or discharge as determined appropriate by the Board.

## ARTICLE VI -WORK STOPPAGE

### 6.1 Work Stoppage

If teachers conduct a work stoppage in one of the District's member Districts, or any other district where a SASED program is operated, members assigned to the given district or program will be directed to perform the responsibilities as follows:

- A. When a work stoppage is in effect, Special Education Administrators and the Director of SASED will be in direct contact with affected members at the local school district.
- B. When a Notice of Intent to Strike has been filed with the Illinois Educational Labor Relations Board by a local district collective bargaining unit and the Director has been notified of this filing, a meeting will take place between the Director and/or Special Education Administrators, and the affected members, for direction within a reasonable period of time prior to the beginning of work stoppage.
- C. If a work stoppage with no notification takes place the member will contact the Director and/or Special Education Administrator for direction.
- D. The Cooperative will follow section 105 ILCS 5/10 - 22.31 (e) of "The School Code" regarding a member school district whose employees are on strike. Therefore, members must report to work either in the district where the strike is occurring or at a designated alternative location as required by the Director.
- E. If school is declared open for special education and/or regular education students by the local school board, members will report to their assigned positions. Members providing services to other than SASED students will provide services only to SASED students during a work stoppage. Should the students be sent home after reporting to school, regardless of the amount of time spent in school, the day will be counted as a work day for the members. In such an event, members are to remain in their school or report to the SASED central office as so directed.
- F. If the school is declared open for special education and/or regular education students and students do not attend school, the day will be considered a work day and the members are to either remain in their assigned school or report to the central office as so directed.
- G. In the event that emergency days (as defined by the school calendar adopted by the Board) are used for teaching days due to the work stoppage, SASED staff members reporting for service during the work stoppage will be compensated on the basis of the employees per diem salary for each additional day worked.

H. In districts where work stoppage is in effect, there will be no change in the regular salary of the members.

## 6.2

### **Duties of Members**

Members are to be responsible for only their assigned positions during a work stoppage when school is in session. In no case may a member during the work stoppage be used to replace a teacher or other staff member during the work stoppage.

## **ARTICLE VII- GRIEVANCE PROCEDURE**

### **7.1 Definitions**

- A. Any claim by a member, members, or the Association that there has been a violation, misrepresentation, and/or misapplication of the terms of this agreement shall be a grievance.
- B. All time limits shall consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the school term, time limits shall consist of all week days. All parties shall try to resolve grievances in less than the maximum time specified.

### **7.2 Procedures**

All parties will be entitled to fair, reasonable, and equitable treatment when processing grievances. The parties to this agreement acknowledge that it is usually most desirable for an employee and the employee's immediately-involved supervisor to resolve problems through free and informal communications. Therefore, before a grievance is filed, the grievant and the immediately-involved supervisor should discuss the claim. When requested by the member, an Association representative may accompany the member to assist in the informal resolution of the grievance. If the informal process fails, the grievance shall be processed as follows:

#### **A. Step I**

The grievant must present the grievance in writing to the immediately involved supervisor on the specified district grievance form within thirty (30) days of the occurrence of the event which gave rise to the grievance. The written grievance shall specify the appropriate section of the Agreement concerning the alleged violation, the time of the alleged violation, misapplication, or misrepresentation, the manner in which the section was violated, and the remedy requested. Said grievance shall be signed and dated by the grievant and supervisor when filed. A conference to discuss the grievance shall be held if requested by the grievant or supervisor and a written response including reasons for the decision shall be provided to the grievant with fifteen (15) days of the date the grievance was filed. The grievant may bring his/her representative with them to the conference.

#### **B. Step II**

If the grievance is not resolved at Step I, then the grievant may refer the grievance to the Director within fifteen (15) days after receipt of the Step I answer. The Director (or his/her designee) shall arrange for a meeting of the Association representative and the grievant to take place. Each party

shall be permitted to include in its presentations such witnesses and counselors as deemed necessary. Each party will notify the other as to the persons who will be present at least 24 hours in advance of the meeting. Within fifteen (15) days of the filing of the appeal, the Director shall provide a written response to the grievant and the Association including reasons for the decision.

C. Step III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to mediation within 30 days after the decision is provided at the second step by written notice to the Director. Upon referral of any grievance to mediation, the District and Association shall jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator at a time or times convenient to all parties. More than one grievance may be submitted to the same mediator if the parties mutually agree in writing.

D. Step IV

If the grievance is not resolved at Step III, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association. If a demand for arbitration is not filed within 45 days of the date mediation was concluded at Step III, then the grievance shall be deemed withdrawn.

The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator, in his opinion shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator's authority shall be limited to deciding only the issues presented to him in writing by the Special Education District and the Association. The Arbitrator's decision shall be based solely on interpretation of the meaning or application of the meaning or application of the express relevant language of the Agreement. Neither the District nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party at least ten (10) days before the hearing.

Expenses for the Arbitrator's services and the AAA will be shared equally by the Association and the District. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall be used unless both parties request the Expedited Arbitration Rules.

7.3 Step Bypass

If the Association and the Director agree any step or steps of the grievance procedure may be bypassed.

7.4 **Association Participation**

If requested by the grievant the Association's representative may participate at any level in the grievance procedure. The Association will be notified in writing of any grievance filed in writing by an individual. If not requested by the grievant the Association will be notified in writing of the result of Step I and shall be involved directly at Step II.

7.5 **District-Association Cooperation**

The District and the Association shall cooperate in the investigation and resolution of any grievance. Should the specified meetings require the grievant or the Association representative be released from their regular assignment they shall be released without loss of pay or benefits for such time. At the discretion of the Director, the grievant or one Association representative may be released without loss of pay or benefits for the purposes of investigating the grievance.

7.6 **Filing of Materials**

All records related to a grievance shall be filed separately from the personnel files of the member.

7.7 **Failure to Meet Prescribed Times**

Failure of a grievant or 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 grievance to proceed to the next step. Time limits may be extended by mutual agreement of the grievant/Association and the Director.

7.8 **Transcript Costs**

If only one (1) party requests a transcript, that party shall bear the costs of the transcript. If both parties request a copy of the transcript, the cost of the transcripts shall be equally divided by the parties.

## ARTICLE VIII - LEAVES OF ABSENCE

8.1

### Sick Leave

A Each member shall earn sick leave days according to the following:

<b>Term of Employment</b>	<b>180 days</b>	<b>190 days</b>	<b>200 days</b>
1st and 2nd year of employment	12 days	14 days	15 days
3'd through 10 years of employment	13 days	14 days	15 days
11 through 20 years of employment	14 days	15 days	16 days
Year 21 through 30	15 days	16 days	17 days
Year 31	16 days	17 days	18 days

Unused Personal Leave Days will be converted to sick leave days in accordance with Section 8.2.A. hereof.

- B. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this Article, immediate family shall be defined as: parents, step-parents, spouse, domestic partner, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In addition, sick leave may be used for death or bereavement leave for the employee's aunt, uncle, niece, nephew or any corresponding in-law of immediate family.
- C. Serious illness is defined as being an illness which an attending physician designates as sufficiently serious to require the presence of the member at the bedside.
- D. Unused sick leave shall accumulate up to a maximum of three hundred forty (340) days, in addition to the leave of the current year.
- E. Members employed for a period of time less than full-time will have their sick leave prorated according to the percentage employed, to the nearest one-half(1/2) day, e.g., a non-tenured 1<sup>st</sup> or 2<sup>nd</sup> year member employed on 70% basis in 2007-08 will be credited with 11 each .7 days of sick leave which will accumulate if not used as 7.5 full days.
- F. Should any person leave the District prior to completing a full term of employment, as specified by their contract or type of employment, having used a greater percentage of the annual sick leave days than the percentage of the term of year employed, they shall have their pay reduced



by the appropriate number of days, computing both percentages to the nearest half day if they have no accumulated sick leave. If a member has

accumulated sick leave days, those days will be reduced accordingly instead of pay reduction.

- G. For the purpose of sick days, days shall be divided in half. Any time over half the day away from the assignment is to be considered a full day.
- H. Employees who have exhausted their accumulated sick leave and wish to extend their absence may receive from the Board of Directors an Extended Leave of Absence (see 8.4 of this Agreement). If no request is made by the employee, and the employee does not report for work, it shall be deemed by the Board of Directors that the employee has resigned his/her teaching position.

I. Award of Additional Sick Leave

Subject to applicable law and TRS rules and regulations, upon an employee's submission of an irrevocable letter of resignation to the Director prior to the commencement of the final four years of employment or the final year of employment, the Board shall award such employee additional sick leave sufficient to secure additional TRS service credit, provided there is no penalty or additional payment to TRS.

J. 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.

- K. The Board and Association agree that a Sick Leave Bank shall be maintained for the bargaining unit members. The Sick Leave Bank is intended to be used for catastrophic illness, surgery, or a temporary disability requiring extended hospitalization or home confinement. Normal pregnancy, child care or elective surgery is not considered to be a valid reason for use of Sick Leave Bank. Each member shall have the option to contribute two (2) days the first year and one (1) day annually for each subsequent year thereafter or his/her allotted sick leave by September 1 the first year and July 1 in subsequent years. New hires shall have until September 1 to make their initial contribution.

- A. Any member who is currently employed in the Association and who has contributed to the Sick Leave Bank shall be entitled to draw from the Bank provided that:
  - 1. The member has used all of his/her accumulated sick days;
  - 2. The member shall produce a doctor's certification as proof of need;
  - 3. The member shall have been absent more than three (3) consecutive school days in connection with the same illness;
  - 4. A member shall be granted up to a maximum of fifteen (15) sick days from the bank; and
  - 5. The member has been given approval from the Sick Leave Bank Committee.
  
- B. A committee will be established annually to act as the governing body (including setting procedures and guidelines) for the administration of the Sick Leave Bank. Said committee shall consist of one (1) officer and two (2) Association members at large.

8.2

**Personal Day**

- A. Members of the bargaining unit shall be granted personal days according to the following:

1st and 2nd year of employment	1 day each year
3rd year through 10 <sup>th</sup> year of employment	2 days each year
11 <sup>th</sup> year of employment and beyond	3 days each year

Unused personal days will be carried to the next contract year for a maximum accumulation of 4 personal leave days. Other unused personal leave days will be converted into sick leave days.

- B. Advance notice of personal leave shall be given to the immediate supervisor as early as possible in advance of the requested leave, and, except in emergency situations, shall be at least two (2) days prior to the date of the leave. Consideration will be given to local district limits in regard to maximum numbers absent per day.
- C. Personal days may not be taken on days when final examinations or parent teacher conferences are held except in situations as approved by the building principal. Personal days of members in the districts must be approved in advance by the appropriate Special Education Administrator. Personal days of itinerant members must be approved by the appropriate Special Education Administrator. The Director (or designee) must approve any use of three (3) or more personal days used in succession.

8.3 **Jury Service**

A member serving on a jury or a member who is subpoenaed to appear in a matter in which said employee is not a party or party of interest, during his/her scheduled working hours, shall receive full salary for the time served on the jury or subpoena to appear in court, surrendering to the employer all payments received for serving as juror or under subpoena less any payments for non-duty days, mileage allowance, meal allowance, and parking fee.

8.4 **Extended Leaves of Absence**

The following conditions shall apply to all extended leaves of absences unless otherwise indicated:

- A. A request for a leave of absence shall be in writing to the Director.
- B. To be eligible for an extended leave of absence, the member must have tenure in the district. Military leave and FMLA leave are excluded from this provision.
- C. Granting of an extended leave of absence shall be at the discretion of the Board. The Board will make the decision in accordance with the best interests of the special education districts as far as programs, students and members are concerned. Notification of the decision will

be in writing within ten (10) days after the Board has made its decision.

- D. Leaves shall be limited to the remainder of the current school semester from the effective date of the leave. Further extension of an extended leave of absence shall be at the discretion of the Board, but the leave shall not exceed four (4) full semesters. Application for the additional leave should be submitted as soon as possible, but no later than thirty (30) calendar days prior to the beginning of the second semester. The semester and the school term effective dates will be determined by the local calendar where the member is assigned.
- E. Members shall return from an extended leave of absence at either the beginning of the first semester or the beginning of the second semester.
- F. Extended leaves of absence will be without pay, and salary increments shall not accrue during a leave of absence, except in the case of sabbatical leave and involuntary military leave.
- G. Accrued benefits earned at the time the leave begins shall be retained, but no additional benefits shall accrue during the period of the leave. Accrued benefits shall be defined to mean; tenure status, seniority as defined by Article 20.1, and placement on the salary schedule. Any tenured staff employed less than full-time shall accrue seniority on a pro-rata basis. Any member granted leave who has completed one (1) semester or more of the school term shall receive a full year credit for purposes of advancement on the salary schedule. The semester and the school term effective dates will be determined by the calendar where the member is assigned.
- H. Members on extended leave shall, upon written request, be permitted to continue in the District's group insurance program, providing the member pays the premium, with the insurance company's approval, unless otherwise required by law.
- I. Written notice of intention to either return or resign shall be given to the Director as soon as possible, but by forty-five (45) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation.
- J. The Board may require a staff member on extended leave of absence to furnish a statement from a physician or psychiatrist indicating whether a member is capable of returning to work.
- K. When the leave of absence has expired, the Director shall return the employee to the position occupied by any person hired to replace the member on leave. If the position does not exist or the member does not wish to return to the same position, (as stated

above) the member may request a transfer from the Director at the time of notification of return. Said request will be considered in the same manner as a transfer request. If a member submits a written request to the Director indicating a desire to return to duty prior to the expiration of a leave, the employee shall be reinstated provided a suitable vacancy exists.

## 8.5

### **Specific Leaves**

The following leaves shall be considered as extended leaves of absence under the provisions of this section of the Agreement:

#### A. **Maternity/Adoption/Childrearing Leave**

Members may be granted leaves of absence because of the forthcoming birth of a child, or for the care of a child resulting from either birth or adoption. The District shall follow the Family Medical Leave Act.

#### B. **Military Leave**

Members involuntarily inducted into the military service or called to duty by the United States or the State Guard shall be granted an extended leave of absence for the period of their required service.

#### C. **Extended Medical Leave**

Members may apply for an extended medical leave for health reasons for the remainder of a current school year. The request for such a leave must be accompanied by a statement from a physician indicating that such a leave is necessary for the physical or emotional well-being of the member. Members needing to be absent from work for medical reasons and wishing to return prior to the end of the school year should consider using paid or unpaid sick leave.

#### D. **Advance Study Leave**

Members may apply for a leave of absence to pursue advanced study. Requests for this leave shall include the line of study to be pursued in the college, university or expert in the field with whom they will be studying to advance their expertise. If possible, requests for leave should be submitted on or before March 1 or November 1 preceding the school semester when the leave is to begin.

#### E. **Professional Leave**

A professional leave is one that does not come under the definition of sabbatical leave, but is defined as being for professional purposes.

**F. Administrative Leave**

For good cause and with the prior approval of the President of the Board, the Director may grant administrative leave, with pay, for no more than ten (10) work days. The Board may extend such leave for an indefinite period of time.

## ARTICLE IX-WORKING CONDITIONS

9.1

### **Day. Lunch. Preparation Periods**

#### A. School Day

1. For full time and regularly employed part time (those who work full days but less than 100% time) bargaining unit itinerant members, the regularly scheduled workday shall be seven (7) hours, not including lunch or travel to and from home. Part time daily employees shall have their time prorated accordingly.
2. The normal school day for teacher members shall be the same as the assigned school district's hours in which they teach. Part time daily employees shall have their time prorated accordingly.
3. If an employee and the Director agree, a flexible workday schedule shall be adopted for the specific employee. This provision shall not apply to an employee contracted for 180 work days and assigned full time to a single member district.

#### B. Lunch Periods

1. Every member who is employed for four (4) or more clock hours in any school day shall be entitled to and be allowed a duty free lunch period equal to the regular school lunch period but not less than 30 minutes in each day.
2. Members who are assigned to more than one (1) school shall have their schedules arranged so that travel time does not infringe upon the traveling member's lunch period.

#### C. Preparation Periods

Members will follow assigned school district policy on preparation periods.

9.2

### **School Calendar**

The school calendar shall consist of a minimum of 185 days with a maximum of 180 teacher attendance days. If required by the Board to work beyond 180 days, the members will be compensated 1/180th of their annual salary (daily rate) for each additional day.

- A. Members will follow assigned school district calendar.



- B. Members' schedules may be altered to meet the need of the Board. School social workers' and school psychologists' school calendar shall consist of 190 work days. If the Director and the member mutually agree, an additional ten (10) work days may be added yearly to the 190 work day calendar. All days worked beyond the 180 work day calendar shall be considered extra calendar days. The extra days will be worked as agreed upon by the member and the Director.

### 9.3 **Workshops and Required Meetings**

- A. The SASSED opening workshop day shall be required of all new members as part of their original contract and not to be counted in section C below.
- B. Members are encouraged to attend workshops for professional growth.
- C. If a member is required to attend more than six (6) clock hours of meetings called by the Director, excluding IEP's and Annual Review Conferences, outside of assigned school district hours during one school year, the member will be paid his/her hourly rate.

### 9.4 **Released Time for Formal Processes**

- A. When requested, members involved in writing IEP's for their students, will receive at least one (1) day of release time for preparation.
- B. Upon request, every effort will be made to grant release time to members for the purposes of completing formal processes required in educational evaluations, re-evaluations, vocational plans, other required formal processes, and meetings held in conjunction with these processes. The amount and the form of the release time will be at the discretion of the local district administrators. Formal required processes are those activities required by statute.
- C. In an emergency situation affecting individual, multiple, or all member districts as determined by the Board, members who have received written authorization from the Board or its designee to perform responsibilities for formal referral and re-evaluation processes which exceeds normally assigned duties shall receive an hourly wage based on a seven (7) hour day at 1/180 (daily rate) of annual salary.

### 9.5 **Assigned Classroom Duties**

- A. Member's primary special education work assignment will not be altered in such a manner that will adversely affect the delivery of programs and services to their assigned students.

- B. If a member is asked to cover another member's class for a full school day, along with his/her regular assigned duties then that member will be paid the local school district's substitute pay for the time in addition to his/her regular salary.
- C. No member's classes shall be canceled for the purpose of covering any other class.

9.6 The Board and Administration will make every effort to make sure that spaces and equipment are available for each member. Each member will have a work space, serviceable desk, chair, and access to lockable filing cabinet for confidential records.

In addition for those disciplines requiring privacy and confidentiality, every effort will be made to ensure said needs such as access to a private phone and work space.

## **ARTICLE X - EXTRA DUTY ASSIGNMENTS**

- 10.1 Members will be compensated by local school district for performing extracurricular duties at the same rate as local school district members.
- 10.2 Members who are requested by their administration and consent to supervise or teach during one-half (1/2) of their duty free lunch period, shall be paid at the same rate as the local school district employees.
- 10.3 A special education certified teacher and/or a Speech/Language Therapist may be assigned by the Special Education Administrator to perform academic diagnostic assessments and prepare IEP goals for students assigned to a program taught by a full- semester or a full-year substitute. The teacher and/or Speech/Language Therapist may elect to accept or reject such assignment. If the teacher elects to accept the assignment, the teacher shall receive a stipend of \$100 per student case up to a maximum of \$500 per semester payable with the last paycheck of the semester.

## ARTICLE XI - MEMBER ASSIGNMENTS

### 11.1 **Voluntary Transfers**

Members who wish to be considered for a change in assignment shall file a written request with the Director at any time. The Director or designee shall consider the request and shall discuss said request with the member as soon as possible.

### 11.2 **Involuntary Transfers**

When involuntary transfer of a member is deemed necessary, the member will be provided with a written explanation of the reason for the transfer. A meeting with the member's supervisor and the Director or Assistant Director will be held at the member's request. Said meeting will be held within ten workdays of the request.

### 11.3 **Vacancy Notice**

The Director shall post notice of all vacancies and newly-created positions as they occur, and shall email a copy of all such notices to the President of the Association, and publish such vacancies in the District's newsletter and the SASSED website. This provision shall only apply to the vacancies created by the resignation, retirement, termination, or death of a member. No vacancy or newly created position shall be permanently filled until at least five working days have lapsed from the initial posting of notice in the District's administrative offices.

## **ARTICLE XII - EVALUATIONS**

Evaluations shall be completed according to the Board Evaluation Plan. It is the intent of the Board that the evaluation plan shall be adhered to as stated in the Evaluation Plan Handbook. No alterations in this process will be made by the Board without prior discussion and recommendations by an evaluation advisory committee. The evaluation advisory committee shall be comprised of equal representation appointed by the Board and the Association. Additional clarification regarding the Evaluation Plan is found in Appendix I.

## ARTICLE XIII - PERSONNEL FILE

13.1

### **Personnel File**

- A. One (1) Member file shall be maintained.
- B. Members shall have the right to respond to any material filed and their response shall be attached to the file copy.
- C. All members will be able to view their files upon request except for confidential materials limited by law.
- D. A member shall be permitted to copy annually any material in the member's personnel file except for confidential material limited by law. A first copy of the file will be without charge to the member, and any subsequent copy will be charged to the member at the rate that applies when the District charges for Freedom of Information Act Responses.
- E. In the event legal proceedings determine any file materials to be inaccurate or unfair, such portion of materials will be removed from the member's file and destroyed.
- F. The files will be kept locked.

## **ARTICLE XIV -TEACHER PROTECTION**

- 14.1 Members shall have the right to protect themselves, another teacher or student from physical assault or injury. Members shall have administrative support in assault cases while performing their assigned duties.
- 14.2 Whenever a member is absent from school as a result of any injuries suffered under Section 14.1 or for legal consultation with the Board's attorney and subsequent court appearance as a result of an alleged assault and/or battery, the member shall continue to receive his/her regular salary. Such absence shall not be charged against the member's personal or sick leave. Refer to Appendix III - Worker's Compensation.
- 14.3 The Board shall indemnify any member for the destruction of his/her clothing or personal property destroyed as a result of an assault and battery committed against the member while on school related duties. Such reimbursement shall not exceed one hundred twenty-five dollars (\$125.00) per teacher per incident or the individual's insurance deductible, whichever is higher.

## ARTICLE XV - PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 15.1 Members are entitled to additional horizontal increments for training beyond the Bachelor's Degree Program when the course work applies to a Master's Degree Program or improving professional performance as related to a member's specialized area or for the benefit of the district.
- 15.2 Members are also entitled to additional horizontal increments for training beyond a Master's Degree Program when course work applies to an advanced degree or improving professional performance as related to a member's specialized area or for the benefit of the district.
- 15.3 Prior approval from the Director must be obtained for professional improvement course work, a Master's Degree program and an advanced degree program beyond the Master's Degree.
- 15.4 Incremental credit granted beyond a Bachelor or Master's Degree will be allowed only for course work taken after completion of the degree as verified by official transcripts.
- 15.5 Transcripts verifying completion of additional course work credits and/or a degree must be filed by October 1st, for the current school year's credit.
- 15.6 Members are entitled to receive one (1) hour of incremental credit for every sixteen (16) hours of professional workshops, computer consortium course work, and District In-services attended. To obtain the incremental credit, the workshops and/or course work must have prior approval of the Director. The hours must be at no cost to the District and must be earned outside the school hours.
- 15.7 Subject to the provisions set forth above, the Board shall pay for up to 12 semester hours per school year for each member (not to exceed 40 hours of approved credit for each member during the member's employment in the District) at a rate not to exceed \$150 per semester hour.



## **ARTICLE XVI-INSTRUCTIONAL MATERIALS AND SUPPLIES**

### **16.1 Instructional Materials and Supplies**

SASED will continue to purchase testing material for all members in the cooperative, and instructional materials for members working in Joint Programs (CBE, Hearing, Vision, SASED Central School). Members shall receive monies as available each year to be used for instructional materials and supplies. Separate monies will be allocated for the purchase of testing materials and textbooks. The amounts of said monies will be determined by the budget. Members will be notified by Special Education Administrators or central office personnel by July 1st. A planning estimate will be given to members by May 1st. New personnel will be instructed concerning available monies at the time of employment or during the orientation prior to the start of student attendance. Local districts will provide instructional materials for members assigned to work in their school districts.

## ARTICLE XVII - INSURANCE BENEFITS

17.1 During the term hereof the Board shall contribute the following amounts per month towards the cost of individual coverage under the District's major medical/hospitalization, life and dental insurance program. The employee shall bear the expense of that portion of the cost of any coverage that exceeds the Board's contribution.

2017-2018	\$570/month
2018-2019	\$580/month
2019-2020	\$590/month

The Board-provided insurance shall be for twelve (12) consecutive months. In addition, for any plan, provided the employee pays the first \$1,000 of deductible, SASSED will pay the next \$1,500 deductible. Any deductible beyond \$2,500 is the responsibility of the employee.

1. If a teacher resigns, the insurance shall cease on the last day of the month following the month of the effective date of the resignation.
2. If a teacher is RIF'd, the insurance coverage shall cease on August 31<sup>st</sup> following the RIF.

Eligible employees may select one of at least two insurance plans subject to Health Reimbursement Arrangement and plan deductibles.

A full-time employee who is eligible for the cash option, the Board shall contribute \$175.00 per month in cash in lieu of the Board's contribution towards the single insurance premium in cash. Employees initially hired for the 1995-96 school year and thereafter shall not receive the cash option. In order to be eligible for the cash option, and in addition to the criteria listed herein, the employee must furnish the Board with proof of health insurance from another source, and the other source cannot be a state or federal healthcare exchange if the result would be a penalty assessed to the Board.

All members must be contracted for a minimum of a semester on a continual contractual basis as defined by the member's assigned district to be eligible for insurance benefits. The Board, at its discretion, may waive the semester minimum time requirements.

For insurance purposes only, employees who work fifty percent (50%) of the school year or its equivalent will be considered full-time and shall receive the full amount of the insurance premium as stated in the Agreement. The Board will pay nothing towards the insurance premium/cash program for all employees hired for less than fifty percent (50%) of the school year or its equivalent. Eligibility in the District's insurance program shall be determined by the insurance carrier. However, any employee who regularly works thirty (30) hours per week or more shall receive health insurance benefits as a full-time employee.

17.2 The Board may authorize on a salary deduction basis participation in Term Life and Accidental Death and Disability plans. Such authorization shall be for the purpose of enabling the members to benefit from group coverage.

17.3 An insurance committee made up of ten members, with an equal number of Association and Board members, will participate in the decision-making process for insurance programs. The Association or Board may choose to have fewer representatives on this committee. Minutes will be taken at all meetings of the insurance committee. A copy of those minutes and the recommendations of the insurance committee shall be provided by the Director of the District to the Board for their circulation prior to any decision to continue and/or change any portion of current insurance benefits.

17.4 Teacher Retirement Requirements

For TRS purposes, the option to select cash renders the entire amount of the cash option to be deemed income to all employees who select health insurance as well as those who have the option to select cash. Thus, any amount owed the Illinois Teacher Retirement System for the District's compliance to this article shall be borne by the individual employee.

17.5 Flexible Spending Account

According to the authority granted under Section 125 of the Internal Revenue Code, employees who elect to participate in the Flexible Spending Account may do so by completing the appropriate election form.

The employee agrees to follow the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board shall not be responsible for the failure of the above plan to meet the writing, enforceability, etc. as determined by the Internal Revenue Code. Should any of the above be declared improper by the Internal Revenue ruling or opinion, that clause or portion thereof shall be deleted from the Agreement to the extent it violates the ruling or opinion.

## ARTICLE XVIII - EXPENSES

18.1 Traveling by District personnel done in the interest of the District must have prior approval by the Director in order to be eligible for reimbursement. Travel required by the position of a member and travel done in the interest of the District will be reimbursed in full for all legitimate expenses, consistent with the Illinois Administrative Rules for reimbursable expenses.

18.2 Reimbursement claims must be submitted on the required form and must be accompanied by a mileage chart which shall include, but not be limited to, the travel date, destination, and total miles driven.

18.3 Mileage

District psychologists and social workers who commenced work prior to June 30, 2010, shall be reimbursed for use of their personal vehicles in accordance with the policy statement approved by the parties on July 13, 1995, and currently in effect. Reimbursement shall be at the rate of 42¢ per mile for all work-related travel, whether intra-district or between home and works-site

All other members required to use their personal vehicles for intra-district travel, including required meetings/trainings, shall be reimbursed at the IRS-approved rate as such rate shall be amended from time to time, and none of such other members shall be reimbursed for mileage traveled from home to work-site or from work-site to home.

## ARTICLE XIX- PAYMENT OF SALARIES

### 19.1 Pay Dates

Members shall be paid on the 15th and 30th of each month. Members shall receive payment of wages over a twelve (12) month period. If the 15th or 30th fall on a holiday or non-school day, members shall be paid on the last working day prior to said pay day.

### 19.2 Pre-Retirement Bonus

Employees who submit up to four (4) years advance notice of retirement, will be given a 4% increase over each prior year's salary. However, any employee with at least twenty (20) years of service with SASSED as of July 1, 2014 will be given a 5% increase over each prior year's salary at the time of retirement, otherwise utilizing the same method and subject to the same terms as defined below for other employees.

#### Retirement Incentive Plan

During the term hereof, eligible employees may elect to participate in the Retirement Incentive Plan (the "Plan"). Under the Plan, "eligible employees" shall mean employees who:

are eligible to receive retirement funds from TRS without penalty (as hereafter defined).

have submitted an irrevocable letter of resignation to the Director on or before January 1 of the year in which the Plan shall commence.

have at least 15 years of employment service in the District prior to the year in which the Plan shall commence. .

have not exceeded a creditable earnings amount which would cause an actuarial penalty.

Eligible employees may elect a one, two, three, or four-year retirement incentive program under the Plan. Election shall be made by submitting an irrevocable letter of resignation to the Director identifying the fiscal year in which the Plan shall commence (which may include the then-current year and shall not exceed four consecutive years) and identifying the effective date of resignation.

For each year of the Plan, Plan participants shall be paid in accordance with the applicable salary schedule. In addition, on or before the last day of each Plan year (which will correspond to the fiscal year), the Board shall determine a retirement incentive bonus (the "Incentive Bonus") for each participant. The Incentive Bonus shall equal the difference between the participant's base compensation during the Plan year and 104% of the previous year's base compensation.

For the second and any subsequent years of the Plan, the previous year's base compensation shall include the Incentive Bonus paid during such previous year. These payments shall be made part of the employee's regular paycheck.

**(Examples)**

	<b><u>Base Salary w/o Extra</u></b>	<b><u>Base +Extra</u></b>	<b><u>Base + Extra -Extra</u></b>
Year 1	\$50,000.00 <u>    X4%</u> \$52,000.00	\$50,000.00 <u>+ 400.00</u> \$50,400.00 <u>    X 4%</u> \$52,416.00	\$50,000.00 <u>+ 400.00</u> \$50,400.00 <u>    X 4%</u> \$52,416.00  \$52,416.00 <u>- 400.00</u> \$52,016.00
Year 2	\$52,000.00 <u>    X4%</u> \$54,080.00	\$52,416.00 <u>    X4%</u> \$54,512.64	\$52,016.00 <u>    X 4%</u> \$54,096.64
Year 3	\$54,080.00 <u>    X4%</u> \$56,243.20	\$54,512.64 <u>    X4%</u> \$56,693.15	\$54,096.64 <u>    X4%</u> \$56,260.51
Year 4	\$56,243.20 <u>    X4%</u> \$58,492.93	\$56,693.15 <u>    X4%</u> \$58,960.87	\$56,260.51 <u>    X4%</u> \$58,510.93

If an employee is performing an extra duty assignment & elects to cease such duty, the stipend paid amount shall be deducted from the next year's base amount.

If, during the term of this contract, any law is enacted or not re-enacted that results in a greater cost to the Board for a Teacher to retire (including costs imposed by legislatively enacted or not re-enacted early retirement program) than the cost in effect as of the date of this contract is entered into, then the provisions related to the retirement plan shall be suspended and the parties shall meet within 30 days of the enactment of such law to negotiate a new retirement incentive plan.

- 19.3 If there is a decision to impose a restriction on early retirement option, the decision shall be based on seniority. Employees must give written notice by February 1 in the year he/she intends to retire

The employer shall give written notice to accept his/her request by March 15 following the request.

19.4 **Electronic Deposit**

All employees are required to participate in the electronic pay system. Any cost incurred due to direct deposit shall be paid by the District.

- 19.5 In addition to the employee's base salary as determined by Section 19.6, SASSED shall pay to TRS the employee's share of the annual TRS contribution that is being paid by the Board (employees' gross earning x the required TRS contribution rate up to a maximum of 9.4% (i.e. a maximum multiplier factor of .103753) and a portion of the employees' share of the annual THIS contribution (employees' gross salary x .0088).

**19.6 Salary**

- A. Employees first employed on or after July 1, 2014 shall have their initial salary determined by the placement schedule noted in this Section 19.6. After initial placement, salary would be derived from the negotiated increases applied to the initial salary.
- B. For the duration of this contract, the base salary shall be \$31,557.00. SASSED may add up to \$750.00 per year of experience for previous certified experience to a maximum of ten (10) years of previous certified experience, except that in special circumstances determined by the Board additional experience credit may be granted, provided that no new hire will be paid more than a current employee with the same levels of experience and education.

- C. Educational movement is \$1,000.00 for each lane of movement. Lanes shall be as follows: BS, BS+8, BS+16, BS+24, MS, MS+8, MS+16, MS+24, and MS+32. Educational movement shall occur only once per school year, and evidence of completed courses must be submitted no later than October 1 of each year.
  
- D. For the 2017-2018 school years, employees shall receive a One and Nine Tenths Percent (1.9%) increase over the prior year's salary. For the 2018-2019 school years, employees shall receive a Two Percent (2.0%) increase over the prior year's salary. For the 2019-2020 school years, employees shall receive a Two Percent (2.0%) increase over the prior year's salary.



## **ADDENDUM I**

### **MASTER'S DEGREE PLACEMENT/MISCELLANEOUS STIPENDS**

Each member, whose service begins after August 1, 1997, and whose certification requires a Master's Degree of 64 semester hours or above, will be placed at the MS + 32 step. Those Master Degree programs earned by members and approved by the Director after August 1, 1997, which require 40 semester hours and those that require 48 semester hours will be placed on the salary schedule at MS + 8 and MS + 16 respectively.

Members receiving a stipend prior to August 1, 1997, will continue to retain the \$1200 stipend.

A Psychologist, Speech/Language Pathologist or Social Worker who supervises an intern shall receive a stipend of \$175 per semester, and shall in turn receive a prorated stipend per semester for the shared supervision of an intern.

A Special Education Teacher who supervises a student teacher shall receive a stipend of \$175 per semester, and shall in turn receive a prorated stipend per semester for the shared supervision of an intern.

Assigned high school special education vocational teachers supervising on-campus placed vocational students will receive a stipend of \$175 or \$20 per student per semester, whichever is greater, for supervising on-campus placed STEP students, provided that the teacher supervises at least one (1) student.

## ARTICLE XX – REDUCTION IN FORCE

20.1

### **Procedures for Reduction in Force**

- A. For purposes of determining the sequence of honorable dismissal in the case of a reduction in force, the length of continuing service of members is defined as the length of full-time, continuous service in SASSED.
- B. Members shall have their length of continuing service computed from the first day of current uninterrupted employment within SASSED. That date of employment shall be the first day of work by the employee.
- C. Continuous service is broken by termination of employment, or by failing to return to work upon expiration of an approved leave of absence. Continuous service is not interrupted due to an approved leave or if a Reduction in Force member is recalled within one calendar year of the beginning of the next school term.
- D. In the event the SASSED length of continuing service is equal between employees, the following procedures are utilized as a tie breaker:
  - 1. Previous experience credit which is allowed for credit on the salary schedule.
  - 2. Education beyond the bachelor's degree which is allowed as credit on the salary schedule.
  - 3. As determined by lottery.

## ARTICLE XXI - DISCIPLINE, DISMISSAL AND REDUCTION IN STAFF

### 21.1 Disciplinary Procedures

The Board agrees to impose discipline in a professional and consistent manner.

- A. Members shall have the right to union and legal representation at any disciplinary hearing.
- B. Any participants in the disciplinary hearing shall be limited to administrative staff, involved member, member's union representative, and legal representatives.
- C. Any written notification of disciplinary action taken/remediation plan shall be confidential to the participants of the disciplinary hearing.
- D. The Board and the Association agree that the members are professionals and discipline shall be administered by the Board in accordance with progressive discipline. Misconduct and/or deficient performance shall result in disciplinary sanctions ranging from oral reprimand through dismissal, according to the following schedule:
  - 1. Oral reprimand by the Administration (i.e. Special Education Administrator and/or Principal) in such a manner that the Administrator indicates that it is an oral reprimand.
  - 2. Written reprimand by the Administration (i.e. Special Education Administrator and/or Principal).
  - 3. The member shall be given an opportunity regarding the cause or causes for the potential suspension to meet with the Director. The Board or Director may suspend, without pay, any member for up to ten work days.
  - 4. Remediation notice by the Board, provided that the member shall be given an opportunity to first meet with the Board regarding the cause or causes for such remediation notice.
  - 5. Dismissal proceedings by the Board in accordance with Section 24-12 of the School Code.
  - 6. In connection with any allegation of misconduct, the Director and/or Board may grant administrative leave with pay pursuant to Section 8.5(G) of this Agreement pending investigation of such allegation.

The appropriate disciplinary sanctions for any deficient performance and/or act of misconduct shall be determined by the Administration and/or Board based on the repeated action of such deficient performance and/or misconduct and the magnitude or severity thereof. The member shall have the right to union or legal representation at a disciplinary hearing.

21.2 **Notification of Association**

When the Board is contemplating a reduction in force of tenured members, the Association will be informed in writing, for purpose of discussion, including alternatives to such reduction in staff.

21.3 **Procedures For Staff Reduction**

If the number of positions must be reduced by the Board either to decrease the number of teachers or to discontinue some particular type of teaching service, the members who are subject to removal shall receive notice by certified mail at least forty-five (45) days before the end of the school term together with a statement of honorable dismissal and the reason therefore. Any honorable dismissals resulting from a reduction in force shall follow the procedures required by the Illinois School Code.

21.4 **Reemployment Procedure After Lay-Off**

A. **Order of Reemployment of Members.**

If the Board increases the number of members or has a member resign after the lay-off(s), the Board shall first offer reemployment to the member laid off in the reverse order of the lay-off specified above so far as they are legally qualified to hold such positions.

B. **Reinstatement of RIF'd Employees.**

Unless otherwise provided by law, if a member is removed or dismissed from employment with the District because of a decrease in the number of members employed by the District, or because of the discontinuance of a particular type of service, and if the Board within one (1) calendar year thereafter increases the number of members, reinstates the positions so discontinued, or vacancies occur, the positions thereby becoming available shall be tendered to the members so removed or dismissed so far as they are legally qualified to hold such positions. Within fifteen (15) days of notification of an available position the member shall notify the district of their acceptance or rejection of the position. If the member does not respond within fifteen (15) days it will be considered a rejection.

21.5

**Certification Qualifications**

It is the members' responsibility to notify the Board of change in legal qualifications to be eligible in another area of reinstatement.

## ARTICLE XXII - EFFECT OF AGREEMENT

### 22.1 **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 the written mutual consent of the parties.

### 22.2 **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.

### 22.3 **Term of Agreement**

This Agreement shall be effective as of July 1, 2017, and shall continue in effect through June 30, 2020.

## **ARTICLE XXIII - DECENTRALIZATION**

23. In the event of decentralization the Association reserves the right to bargain the impact.

This Agreement is signed this \_\_\_\_\_, day of \_\_\_\_\_, 2017.

IN WITNESS WHEREOF:

Sangamon Area Special Education  
District Education Association

Sangamon Area Special Education District  
Board of Directors

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary



## **THE APPENDIX**

Items found in this appendix are not part of the Master Contract.

These items are informational and are not negotiable or grievable under this agreement.

## APPENDIX I

### SUMMARY OF EVALUATION PROCESS FOR CERTIFIED STAFF MEMBERS

#### Frequency of Evaluations

Tenured Staff Member: Minimum of two (2) observations are required each evaluation cycle, of which one (1) must be formal with a Pre- and Post-Conference and a Summative Conference to review the Evaluation Rubric and the Summative Evaluation record biennially by the end of the school year.

Tenured Staff Member  
(Rated Needs Improvement or  
Unsatisfactory): Minimum of three (3) observations are required each evaluation cycle, of which two (2) must be formal with a Pre- and Post-Conference. Two (2) observations, one (1) formal and one (1) informal, will be completed by December 1<sup>st</sup>, and one (1) formal observation and a Summative Conference to review the Evaluation Rubric and the Summative Evaluation record annually by March 1<sup>st</sup>.

Probationary Staff Member: Minimum of three (3) observations are required each evaluation cycle, of which two (2) must be formal with a Pre- and Post-Conference. Two (2) observations, one (1) formal and one (1) informal, will be completed by December 1<sup>st</sup>, and one (1) formal observation and a Summative Conference to review the Evaluation Rubric and the Summative Evaluation record annually by March 1<sup>st</sup>.

#### Role of the LEA

The LEA is an important component to the evaluation process. In regards to the LEA Administrator observation, a conference is to be held with the staff member receiving a needs improvement or unsatisfactory rating. The LEA Administrator will be consulted on the evaluation prior to the Summative Conference. The LEA Administrator may either provide input to the existing evaluation or may complete their own evaluation to share with the staff member as seem annually by the LEA Superintendent. The staff member may request an additional conference to discuss the observation and/or the evaluation with the LEA Administrator.

#### New Employees Orientation

Special Education Administrator/Technical Supervisor reviews:

- Job descriptions
- Evaluation process

## APPENDIX II

### CHAPTER 122 - SCHOOL CODE OF ILLINOIS

#### School Code 24-6.1 SABBATICAL LEAVE

Every school board may grant a sabbatical leave of absence to a teacher, principal or superintendent performing contractual continued service, for a period of at least 4 school months but not in excess of one school term, for resident study, research, travel or other purposes designed to improve the school system. The grant of a sabbatical leave by a school board shall constitute a finding that the leave is deemed to benefit the school system by improving the quality and level of experience of the teaching force.

This leave may be granted after completion of at least 6 years of satisfactory service as a full time teacher, principal or superintendent and may again be granted after completion of a subsequent period of 6 years of such service. A leave granted for a period of one school year or less shall bar a further sabbatical leave until completion of 6 years additional satisfactory service.

The leave shall be conditional upon a plan for resident study, research, travel or other activities proposed by the applicant and deemed by the board to benefit the school system, which plan shall be approved by the board and not thereafter modified without the approval of the board.

Before a leave is granted pursuant to this Section, the applicant shall agree in writing that if at the expiration of such leave he does not return to and perform contractual continued service in the district for at least one school year after his return, all sums of money received from the board during his sabbatical leave will be refunded to the board unless such return and performance is prevented by illness or incapacity.

During absence pursuant to such leave, such teacher, principal or superintendent shall receive the same basic salary as if in actual service, except that there may be deducted therefrom an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall in no case be less than the minimum provided by Section 24-8 of this Act of 1/2 of the basic salary, whichever is greater. The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the board. A sabbatical leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research. Unless justified by illness or incapacity, failure of any person granted a leave under this Section to devote the entire period to the purposes for which the leave was granted shall constitute a cause of removal from teaching service.

Upon expiration of a leave granted pursuant to this Section, and upon presentation of evidence satisfactory to the board showing compliance with the conditions of the leave, the teacher, principal or superintendent shall be returned to a position equivalent to that formerly occupied. The contractual continued service status of the person on sabbatical leave shall not be affected.

Absence during a leave granted pursuant to this Section shall not be construed as a discontinuance of service for any purpose, including progression on the salary schedule if one is in effect in the district. The board shall pay the contribution to the Teachers' Retirement System

required of the person on leave computed on annual full-time salary rate under which the member last received earnings immediately prior to the leave or a proportionate part of such rate for partial year of sabbatical leave credit.

This section in no way limits the power of the board to grant leaves for other purposes.

## APPENDIX III

### WORKER'S COMPENSATION

If an employee is injured on the job, he/she is probably entitled to benefits under the Illinois Worker's Compensation Act- regardless of who is at fault.

To protect his rights and obtain benefits he/she may be entitled to, an INJURED EMPLOYEE should:

1. Promptly seek proper medical care.
2. Make sure his/her employer knows about his injury as soon as possible.
3. Provide the employer with the name, address and telephone number of the doctor.
4. Ask the doctor to provide promptly information requested by the employer about the employee's condition due to the injury.
5. Keep records of all bills, dates of treatment, compensation payments, dates worked and didn't work, to whom the accident was reported and any other information relating to the employee's right to benefits.
6. Make sure the employer has given the employee the Information Handbook published by the Illinois Industrial Commission Act. This book answers many questions relating to rights and obligations under the Worker's Compensation Act.

The employer cannot provide any benefits if they do not know about the injury. If the employer does not have notice within 45 days of the accident, claims for any compensation are likely to be barred.

Benefits for Employees injured by a work-related accident:

1. Reasonable and necessary medical care. If treatment is necessary, the employer must pay the reasonable cost of necessary treatment by any two doctors chosen by the employee and of all the doctors and hospitals the first two doctors send the employee to. The employer must also pay the costs of emergency treatment for first aid.
2. Weekly benefits while the employee cannot work and is receiving treatment for the injury. These benefits equal 2/3 of the gross average weekly salary subject to certain legal maximums and minimums. These benefits are not paid for the first three working days off work following the accident unless the disability extends to 14 or more calendar days.

The employee should start receiving these benefits within 14 days after the employer has notice.

3. Reasonable and necessary vocational retraining and maintenance if as a result of the injury the employee is unable to return to work.
4. After medical treatment has ended, the employee may be entitled to any of the following additional benefits:
  - a. Compensation for permanent partial disability if the employee cannot use a part of his body in the same way as before the injury.
  - b. Compensation for serious and permanent disfigurement.
  - c. Compensation for fracture of certain bones in the face or spine, or for loss of use of certain organs.
  - d. Compensation for amputation of certain members or parts of members.
  - e. Compensation for loss of ability to earn as much as the employee could before the accident.
  - f. Weekly compensation for the rest of the employee's life if he cannot return to work.
  - g. Weekly compensation for employee's family if the accident causes his death.

Not all injuries entitle an employee to additional benefits.

## **APPENDIX IV**

### **MEMORANDUM OF UNDERSTANDING**

The Board of Directors of the Sangamon Area Special Education District agrees to seek input from the Sangamon Area Special Education Association prior to its decision to hire the Director.

Prior to the final decision of the Board of Directors to employ the Director, the Association will be given the opportunity to meet the final candidate(s) in an informal setting and will be allowed to ask questions of the candidate(s). The questions the Association will ask will be given to the candidate(s) prior to the scheduled meeting.

It is agreed by the parties that the input given by the Sangamon Area Special Education Association will be advisory only, and the final decision regarding the selection of the Director rests with the Board of Directors.

## APPENDIX V

### MEMORANDUM OF UNDERSTANDING

The parties hereto acknowledge and agree that they support the principle of confidentiality in respect to the administration and documentation of all disciplinary matters. SASSED administrators will conduct disciplinary meetings with unit members in private.

SASSED:

By: /s/ Eric Grenzebach  
Negotiator

Date: 7/25/00

SASSED EDUCATION ASSOCIATION

By: /s/ Dale R. Boudreau  
Chief Negotiator

Date: 7/25/00



## **APPENDIX VI**

### **MEMORANDUM OF UNDERSTANDING**

The parties agree that there are personal medical situations that could arise after an employee gives irrevocable retirement notice which necessitates the employee utilize many sick days. Therefore, the parties agree that in these situations, the employee may request that the SASSED Board of Directors reconsider the employee's retirement request.

APPENDIX VII  
GRIEVANCE FORMS



**JOINT GRIEVANCE FORM BETWEEN  
SANGAMON AREA SPECIAL EDUCATION DISTRICT EDUCATION ASSOCIATION  
AND SANGAMON AREA SPECIAL EDUCATION DISTRICT**

Response to Step I Grievance  
by Immediate Supervisor

Name of Member \_\_\_\_\_

Date Grievance Received \_\_\_\_\_

Date of Conference \_\_\_\_\_ and/or \_\_\_\_\_  
informal formal

Decision and Answer to Grievance:

Date returned to Member \_\_\_\_\_

Immediate Supervisor Signature \_\_\_\_\_

Copies:

- Grievant
- Immediate Supervisor
- Director
- SASED-EA President
- SASED-EA Grievance Chairperson

**JOINT GRIEVANCE FORM BETWEEN  
SANGAMON AREA SPECIAL EDUCATION DISTRICT EDUCATION ASSOCIATION  
AND SANGAMON AREA SPECIAL EDUCATION DISTRICT**

Initiation of Step II Grievance  
(Director Level)

Name of Member \_\_\_\_\_

Date of Occurrence. \_\_\_\_\_

Date Form Submitted to Director \_\_\_\_\_

This Grievance is based on an alleged violation of the following section(s) of the Agreement:

The alleged violation, misapplication, or misrepresentation of the above cited section(s) occurred on the following date:

State the manner in which each of the above referenced section(s) was violated:

Remedy Requested:

Discussion(s) held on \_\_\_\_\_ date \_\_\_\_\_ date

\_\_\_\_\_ Member \_\_\_\_\_ date \_\_\_\_\_ Director \_\_\_\_\_ date

Copies:

- Grievant
- Immediate Supervisor
- Director
- SASED-EA President
- SASED-EA Chairperson

**JOINT GRIEVANCE FORM BETWEEN  
SANGAMON AREA SPECIAL EDUCATION DISTRICT EDUCATION ASSOCIATION  
AND SANGAMON AREA SPECIAL EDUCATION DISTRICT**

Response to Step II Grievance  
by Director/Designee

Name of Member \_\_\_\_\_

Date of Grievance \_\_\_\_\_

Date of Conference \_\_\_\_\_

Name of Participants:

(For the Association)

(For the Board)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Decision and Answer to Grievance:

Date returned to Member \_\_\_\_\_

Director's/Designee's Signature \_\_\_\_\_

Copies:

Grievant  
Immediate Supervisor  
Director  
SASED-EA President  
SASED-EA Grievance Chairperson

**JOINT GRIEVANCE FORM BETWEEN  
SANGAMON AREA SPECIAL EDUCATION DISTRICT EDUCATION ASSOCIATION  
AND SANGAMON AREA SPECIAL EDUCATION DISTRICT**

Initiation of Step III Grievance  
(Arbitration Level)

Name of Member \_\_\_\_\_

Date of Occurrence \_\_\_\_\_

Date Form Submitted to Director \_\_\_\_\_

This Grievance is based on an alleged violation of the following section(s) of the Agreement:

The alleged violation, misapplication, or misrepresentation of the above cited section(s) occurred on the following date:

State the manner in which each of the above referenced section(s) was violated:

Remedy Requested:

Date grievance was submitted to American Arbitration Association for final and binding arbitration:

Arbitration held on \_\_\_\_\_  
date

\_\_\_\_\_ Member \_\_\_\_\_ date \_\_\_\_\_ Director \_\_\_\_\_ date

Copies:

Grievant  
Immediate Supervisor  
Director  
SASED-EA President  
SASED-EA Chairperson

## APPENDIX VIII

### MEMORANDUM OF UNDERSTANDING

WHEREAS, the Sangamon Area Special Education District ("SASED") and the Sangamon Area Special Education District Education Association ("Association") have concluded negotiations for the 2011-2013 Collective Bargaining Agreement; and

WHEREAS, during the course of such negotiations the Illinois General Assembly passed the 2011 Education Reform Act (the "Act") and the Governor signed the Act into law as of June 13, 2011; and

WHEREAS, the parties hereto agree that the Act has implications for various provisions of the 2011-2013 Collective Bargaining Agreement, including provisions in respect to evaluations, reductions in force, dismissal of tenured teachers, and filling of vacancies; and

WHEREAS, it is in the mutual interests of the parties to review the Act and identify recommended changes to the Collective Bargaining Agreement; and

WHEREAS, the parties desire to refer such review and recommendations to committee during the 2011-2012 school year.

NOW, THEREFORE, SASED and the Association hereby acknowledge and agree that review and recommendations in connection with the 2011 Education Reform Act shall be conducted by a committee comprised of four faculty members appointed by the Association and four administrators appointed by the Director of Special Education. Committee recommendations shall thereafter be incorporated in the 2011-2013 Collective Bargaining Agreement as deemed necessary and appropriate by the parties.

**Sangamon Area Special  
Education District  
Education Association**

**Sangamon Area Special Education  
District**

**By:** /s/ Linda Whitworth

**By:** /s/ Thomas Mulligan

**Date:** October 11, 2011

**Date:** October 11, 2011