

# **AGREEMENT**

BETWEEN THE

SPECIAL EDUCATION DISTRICT OF  
LAKE COUNTY, ILLINOIS

AND THE



## **SEDOL TEACHERS' UNION**

A COUNCIL OF THE  
LAKE COUNTY FEDERATION OF TEACHERS  
LOCAL NO. 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

**2022-2025**

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## **PREAMBLE**

The Governing Board of the Special Education District of Lake County, Illinois (hereinafter "Board") and the SEDOL Teachers' Union, a council of the Lake County Federation of Teachers, Local 504, American Federation of Teachers, AFL-CIO (hereinafter "Union") agree to the following terms and conditions of employment for all licensed classroom and itinerant teachers and educators, speech-language pathologists, vocational facilitators, social workers, educational diagnosticians, licensed school nurses, and psychologists (hereinafter "Teachers") employed by the Board. Teachers shall not include the Director; any members of the Director's staff; any persons employed full or part-time as audiologists; physical or occupational therapists; paraprofessionals; paraprofessionals or substitutes; or any person having the responsibility to make recommendations for the hiring, promotion, transfer, assignment, discipline or discharge of Board employees.

# ARTICLE I

## UNION RIGHTS

### Section A: Sole Agent

The Board recognizes the Union as sole bargaining agent for the SEDOL employees as defined elsewhere herein. All collective bargaining shall be conducted between the authorized representatives of the Union and the Board. The Board shall negotiate with no other individual, group, or organization purporting to represent a teacher or teachers, nor with any individual teacher for himself/herself on matters covered by this Agreement.

### Section B: Directory and Newsletter

The Union and its officers shall be listed on the SEDOL website and in the SEDOL directory.

### Section C: Teacher Mailboxes and SEDOL Email

The Union shall have the right to use teacher mailboxes and SEDOL email for Union communications identified as such. Duly authorized representatives of the Union shall have the right to post Union notices on bulletin boards provided for that purpose in buildings operated and maintained by the Board. A copy of each such notice or items so distributed, posted or emailed shall be concurrently provided to the SEDOL supervisor of such building or to the Superintendent, provided this shall not apply to Union material distributed to teachers in sealed envelopes individually addressed to such teachers. The Union shall not distribute email related to Union business during student attendance hours. Additionally, the Union shall not use the SEDOL email system for any purpose which is violative of the law (e.g., endorsements in favor of political candidates for elected office).

### Section D: Union Meetings

The Union President shall have the right to address the staff at the first in service of the year. The Union shall submit no later than August a schedule of its regular monthly meetings to the SEDOL administration. No meetings of teachers under the auspices of the Board or administration shall be scheduled simultaneously with these regular monthly meetings unless the Union shall advise the Superintendent or designee that it does not intend to utilize such date, and provided this sentence shall not prohibit the scheduling of any necessary staffing, parent conference, or any other meeting required by this Agreement.

### Section E: Dues Deduction

The Board shall deduct from the pay of each teacher current membership dues of the Union provided that at the time of such deduction there is in the possession of the Board a current written authorization for dues deduction executed by the teacher. Such authorization shall specify the dues to be deducted from each teacher's salary for the current school year. Such authorization forms shall be furnished by the Union to the Business Office and shall fully set forth the obligations of this Section. The amount specified shall be prorated and deducted from the teacher's paychecks commencing with the last paycheck in September and terminating with the last paycheck in June, provided the amount to be deducted from each paycheck may remain uniform with respect to each individual teacher. Any teacher who files an authorization for dues deduction after the start of the school term shall have such deduction implemented no later than the paycheck issued in the period following thirty (30) calendar days after such authorization is received, provided the amount to be deducted from each remaining paycheck in the school year is uniform. Any change in dues deduction for the school year shall be filed in writing with the Business Office within twenty (20) school days following ratification of the Agreement or any subsequent Successor Agreement. Should no Successor Agreement be sought or deemed necessary in any given year, such filing shall take place prior to September 1. A teacher who wishes to revoke his/her authorization to withhold union dues may do

so on or after August 1<sup>st</sup> and on or before August 31<sup>st</sup> in accordance with the Lake County Federation Of Teachers policy and procedures. The Lake County Federation of Teachers will notify SEDOL's business office of any revocations it receives by no later than September 15<sup>th</sup>.

A termination of employment for any reason shall constitute revocation of authorization for dues deduction (if not otherwise provided on the last day of employment). All dues deducted by the Board shall be transmitted to the Treasurer of the Union or designee within thirty (30) calendar days of their receipt. The remittance shall include the name of each employee and the amount deducted from each.

The Union agrees to indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, authorization form, notice, certification, affidavit or assignment furnished under any such provisions. Additionally, if the Union's practice concerning an employee's right to revoke dues is found to violate the U.S. Constitution or any state or federal statute or regulation, the Board shall no longer be obligated to honor this Article 1, Section E.

#### **Section F: Released Time for Union Officers**

The Union officers and senators shall be granted total collective leave up to fifteen (15) days with pay to attend national or state Union meetings, but no more than nine (9) of which may be used by the same individual officer. The Board shall assume no cost with respect to such attendance. Except in the case of emergency, notice for such leave shall be given to the Superintendent or designee at least five (5) teacher employment days in advance of the commencement of such leave.

A Union officer shall, upon request, be granted a two (2) year leave of absence without pay in order to serve in Union office and/or to serve in the employ of the Union on a full-time basis. Such leave may be renewed thereafter on a year-to-year basis at the sole discretion of the Board.

#### **Section G: Dissemination of Information to the Union**

The Administration shall furnish the Union with regularly prepared public information germane to matters within the scope of negotiations. It shall include the annual financial reports, audit, tentative budget, adopted budget, information related to insurance, and policy manual, provided the Union shall reimburse the Board for the cost of the reproduction of such information at a cost not to exceed that provided in the Public Records Act. Nothing herein shall require the Administration to research or assemble information. The Administration shall email the Union President a copy of the approved minutes, the agenda or statement or purpose for meetings (if there be such) and approved monthly financial statement. The Administration shall make available to the Union President or designee a copy of the agency's personnel directory as soon as it is prepared each school term. The names, mailing addresses, home telephone numbers, job titles and buildings of all those covered by the collective bargaining agreement shall be provided to the Union semiannually.

The Union shall be notified within three (3) calendar days of the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to names, email addresses, any part of a home address, or list of members of the Union, dues payers, or non-members.

#### **Section H: Released Time for Board Meetings**

The Union President or designee shall be granted leave, with pay, to attend the regular monthly SEDOL Executive Board meetings and any special meetings the agenda of which indicates will deal in open session with teacher working conditions.

Prior to any Executive, Governing or special Board meeting, the Administration shall furnish the Union President with a copy of the same Board packet materials furnished to the Board members (excluding any

closed session materials).

**Section I: SEDOL Policies and Procedures**

The Board shall publish all policies and procedures on the SEDOL website.

**Section J: COPE Deduction**

Upon receipt of a voluntary authorization in writing by a teacher, the Board shall deduct from the teacher's salary the amount authorized by the teacher for the Lake County Federation of Teachers Committee on Political Education (COPE). COPE deductions shall be made and remitted in the same manner as dues deductions in Section E above. The Union shall defend and hold the Board harmless for any action properly performed pursuant to this Section.

Union dues and COPE deductions shall be mailed in separate checks.

**Section K: SEDOL Gate Clause**

The Board shall not record or monitor any Union meeting. The Board shall not record or monitor by electronic means any teacher's meeting, conference, or classroom proceeding without the knowledge of the teacher(s).

**Section L: Joint Labor/Management Committee**

A Labor/Management Committee shall meet monthly during the school year for the purpose of discussing issues of mutual concern. The meeting shall be attended by the Assistant Superintendent for Human Resources and the President of the SEDOL Teachers' Union and, by mutual agreement, any other person(s) either party may need. Labor/Management Committee meetings shall generally be held at a time that does not interfere with the delivery of services by the Union President or other bargaining unit personnel. By mutual agreement, meetings may occur during non-student attendance hours during the workday. If the Union President is a classroom teacher, then, for up to four (4) meetings per year, the Union President may request to meet during the work day, and he/she shall be released from duty, and a substitute shall be provided at no cost to the union.

**Section M: Employee Orientation**

The Union shall be allowed one hour of time to meet with newly hired teachers at the new employee orientation.

During regularly scheduled labor/management meetings, the District shall provide the name, classification, and work location of bargaining unit employees hired after the school year begins.

## ARTICLE II

### TEACHER'S RIGHTS

#### **Section A: Non-Discrimination**

- (1) The Board shall not discriminate against any teacher by reason of Union membership or activities. The Union shall not discriminate against any teacher by reason of membership in the Union.
- (2) The Board further agrees that it shall not illegally discriminate against any teacher on the basis of race, religion, color, sex, age, marital status, sexual orientation, gender identity, national origin or ancestry, creed, arrest record, disability, physical or mental handicap if otherwise able to perform the essential functions of the job with reasonable accommodations, unfavorable discharge for military service, order of protection status, citizenship status, provided the individual is authorized to work in the United States, use of lawful products while not at work, being a victim of domestic or sexual violence or genetic information, provided that as a condition of alleging any violation of the preceding phrase pursuant to Article IX of this Agreement, a waiver and release shall be executed by all the grievants (or if the grievant is the Union, by all persons allegedly discriminated against) from any and all other suits, actions, claims, charges, or complaints which have been theretofore or which may thereafter be brought in or before any court, agency, or other forum based upon such alleged discrimination . If arbitrated, the arbitrator may grant any remedy or relief that a court having jurisdiction of the matter could grant, provided such is not in any respect inconsistent with any other provision of this Agreement, and provided further such remedy or relief shall, 1) be for the direct benefit of the individual grievant only, 2) not be awarded for the benefit of any similarly situated individual(s), group(s), or class(es), and 3) not include any punitive or exemplary damages, or any attorneys' fees or expenses for representation or arbitration.

#### **Section B: Affiliation**

Teacher s shall be free to join or not to join any organization representing teachers without interference or penalty. Teachers shall not be encouraged or discouraged by the Board to join the union.

#### **Section C: Application for Employment Elsewhere**

No action shall be taken against a teacher by reason of making application to mother employer.

#### **Section D: Non-School Activities**

The Board shall not seek to intrude upon the activities of a teacher, which are not related to, nor interfere with, the teacher's responsibilities to the Board. The Board shall not prohibit teachers from providing professional services to any student enrolled in a SEDOL class, or in a member school district, providing that:

- (1) Such services are not services, or an extension of services for which the student would normally be eligible for, and entitled to receive, under the law, unless:
  - (a) Such services are provided under the State Board of Education approved home and hospital instructional services, which have been requested by the student's resident district Superintendent.
- (2) The parents sign a statement indicating that they have sought these services independent of their resident school district and SEDOL; that neither the resident district nor SEDOL was responsible for such services; and that neither the resident district nor SEDOL would be expected to financially

support such an arrangement.

- (3) Such services do not violate local host and/or member school district policies or procedures.

#### **Section E: Request for Reference**

Upon written request by a teacher at reasonable intervals, the Administration shall furnish to other employers a confidential appraisal of the teacher's services to the Board. Such request shall not be construed as a resignation or adversely affect the evaluation of the teacher by the Board.

#### **Section F: Teacher Protection**

- (1) The Administration shall support and assist teachers with respect to the maintenance of control and discipline of students in the teachers' assigned work area. Teachers are required to successfully complete training, provided by the Crisis Prevention Institute ("CPI"), in the use of physical restraint procedures and nonviolent crisis intervention with a student, and may properly use such procedures and techniques as necessary to protect themselves or any other person. New teachers are expected to complete such required training as soon as practical but no later than 60 calendar days after the first day of work. The Administration shall provide the required training. Additionally, existing teachers are required to meet SEDOL's expectations for ongoing training and renewal of the CPI certificate. Where refresher training is required after regular working hours, teachers will be paid at the rate of thirty-four dollars (\$34.00) per hour, provided, however, that if training is offered during the teacher's regular working hours and the teacher does not participate at that time, then no compensation shall be provided if the refresher course is completed after regular working hours.
- (2) Teachers shall report immediately in writing to SEDOL's central office all cases of assault and/or battery suffered by them in connection with their employment, and all facts concerning the incident. If the teacher is physically unable to report in writing, he/she shall report orally as soon as possible and thereafter, when possible, confirm the same in writing.
- (3) The Board shall act in appropriate ways as liaison between the teacher and civil authorities investigating such assault and/or battery. Where circumstances require, the Board shall seek to facilitate necessary communications between the teacher and the parents of any student involved in such assault and/or battery.
- (4) Pursuant to the provisions of the Illinois School Code, the Board agrees to indemnify and protect teachers against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the School Board, and while acting in conformance with Board policy and administrative direction. Under such circumstances, the teacher's salary shall not be discontinued during the pendency of any criminal charges before the trial court which may be brought against the teacher.

#### **Section G: Worker's Compensation**

Whenever a teacher suffers a injury that arises out of or in the course of employment, which occurred within the scope of the teacher's employment and while performing pursuant to Board policy and administrative direction, then for the first three (3) work days of absence due to such injury, the Board shall pay the teacher from his/her own accumulated sick leave, if any. If the teacher's absence due to such injury continues for more than three (3) work days, then beginning on the fourth (4th) day of such absence, the Board shall pay him/her 1/3 sick leave day per full day of absence and 1/3 of a sick leave day shall be deducted from the teacher's accumulated sick leave. If the teacher's absence due to such injury or illness continues for at least fourteen (14) calendar days, and the teacher subsequently receives disability pay from the Board's Workers' Compensation carrier for the first three (3) days of absence, then to the extent the teacher was paid his/her sick leave for such time period, the Board shall restore 2/3 of the sick leave used and shall deduct the equivalent amount in pay from any future sick leave payments to the teacher. Any disability payments received from the Board's Workers' Compensation carrier shall be retained by the teacher, directly. Should

any period of the teacher's absence due to such injury also be designated as FMLA leave, then the use of sick leave for the duration of the FMLA leave shall be at the teacher's option, rather than mandatory. Any use of sick leave shall be subject to regular withholdings including those necessary for payment to the Illinois Teachers' Retirement System (TRS). Payment of sick leave under this provision shall occur only to the extent the teacher has accumulated sick leave available for use. This Section shall cease to be effective on such date, as the teacher shall qualify for disability benefit under the TRS. The Board makes no representation concerning whether any payment it makes to a teacher under this provision will be recognized by TRS as creditable earnings, or whether TRS will recognize the corresponding period of absence for which the teacher received payment as service credit.

**Section H: Strike Policy**

If the teachers in any member district should cause or create any form of work stoppage against the member district, no SEDOL teacher shall be required to substitute for or assume any duties normally held by or scheduled for member district personnel, provided this shall not be construed as applicable to the supervision of any student regularly assigned to the SEDOL teacher who may typically be assigned during a portion of the day to a teacher employed by the member district. If a strike should occur in any member district on a non-student attendance day, the teacher(s) shall report to the SEDOL Administrative Offices or other location as assigned by the SEDOL Administration.

**Section I: Substitution for Member Districts**

No teacher shall be required to substitute for non-SEDOL personnel except in an emergency. Notification of such substitution shall be given as promptly as possible to the teacher's supervisor and/or the Superintendent of SEDOL. Such substitution shall end as soon as member district personnel become available to relieve the SEDOL teacher. Such substitution shall be compensated as provided in Article VIII, Section E, and subject to the provisions thereof.

**Section J: Right to Health and Safety Information**

Subject to any state or federal law governing the disclosure of any confidential information, teachers shall be informed of any medical or health conditions and/or any behavioral characteristics of a student which poses an unreasonable safety or health risk on the teacher or other students. Teachers shall advise the Administration of any personal medical or health condition which poses an unreasonable safety or health risk on other teachers or students.

**Section K: Damaged Personal Effects**

The Board shall reimburse the teacher up to three hundred fifty dollars (\$350) per school year for irreparable damage by students to the teacher's personal effects (defined as prescription glasses, hearing aid, clothing, or other personal effects used for instructional purposes) which occurs during the teacher's SEDOL duties. The Board shall not reimburse a teacher for irreparable damage caused by students to any jewelry worn by a teacher, except that a fitness/activity tracker bracelet device shall not be considered jewelry. In order to be eligible for reimbursement, the teacher shall submit a written incident report to the Superintendent or designee not later than five (5) school days after the occurrence.

**Section L: Flexible Time/Compensatory Time**

When the IEP reflects the need for a specific service outside the standard working day, prior approval will be obtained from the supervisor. When an IEP conference or mandatory meeting occurs prior to one-half (1/2) hour before the start of the workday or after one and one-half (1½) hours following the end of the workday, flexible time will be made available at a time mutually agreeable to the Teacher and supervisor/building principal, outside of student attendance hours. Additionally, flex time may be granted by a supervisor, in his/her sole discretion, if exigent circumstances result in an employee working above and beyond the regular call of duty. Flexible time shall be available according to the following guidelines:

- (1) The greater of the employee's standard work day or seven (7) hours has been exceeded; and
- (2) The opportunity does not exist to provide services during the normal day;

When flexible time is granted due to an IEP conference or mandatory meeting occurring as described above, it shall be equal to the time worked outside the work day. Flexible time shall not be taken during student contact hours. When Flexible time is approved, the supervisor will notify the teacher and necessary others.

**Section M: Program Take-Backs**

SEDOL shall notify all tenured SEDOL teachers of any take-backs in member district positions as soon as they are known, utilizing the minutes from Board meetings.

SEDOL shall whenever possible facilitate the gathering and dissemination of information related to the positions taken back, when an individual inquiry is made for a specific vacancy, including the specifics of the teaching assignment as well as wages, hours, and terms and conditions of employment in the member district involved.

SEDOL Administration, on request of a tenured SEDOL teacher who has received at least a proficient rating on the most recent evaluation, shall provide a Letter of Introduction.

## **ARTICLE III**

### **PROFESSIONAL RIGHTS**

#### **Section A: Recognition of the Teacher's Professional Judgment**

The parties acknowledge that teachers should be permitted to utilize learning materials and other resources in a manner which they deem to be most productive and which is based upon their professional judgment and experience, recognizing their responsibility to intellectual integrity and scholarly objectivity.

As professional educators, teachers shall have significant input in the selection of student curriculum, learning materials and delivery of instruction. These professional decisions shall be consistent with best practice professional literature supported by current, valid educational research, which are consistent with program and policy objectives as established by the Board.

#### **Section B: Field Trips**

The Board acknowledges that where adequate funds exist and priorities permit, educational field trips can provide valuable additions to the educational program and shall be considered for inclusion in such programs.

#### **Section C: Parent Conference Days**

The Board shall designate a number of days, or fraction thereof, for parent conferences, equal to the number of days, or fraction thereof, necessary to meet the requirements of the Board and the needs of the SEDOL program, but in no event shall this be less than two (2) days in total. The Board shall not increase the required number of parent conferences without also increasing the number of designated days or fraction thereof. Nothing contained herein shall limit the right of the teacher to provide for additional parent conferences, outside the course of a normal school day, when necessitated by changes in a student's Individual Education Plan or as the need arises, and such conferences necessitated by changes in an Individual Educational Plan shall not be construed as "required" parent conferences hereunder.

#### **Section D: Student Discipline**

- (1) The Board acknowledges that in matters of student discipline where a teacher is acting in accordance with the policy and procedures of the Board, the teacher should receive the support and cooperation of the Board.
- (2) The parties acknowledge that many of the students for whom they are responsible are subjected to unusual or attenuated circumstances, which may inhibit the learning process and/or make the maintenance of discipline more difficult. If a behavior intervention plan exists for a student(s) involved in a disciplinary matter, the behavior intervention plan shall be followed. If, after following the steps outlined in the behavior intervention plan, the disciplinary matter still continues, a teacher may temporarily exclude a student by having him/her safely placed under the care of an appropriate administrator if the teacher believes that to do otherwise would create a serious safety problem or impediment for other students or teachers. If a child so excluded is returned to the classroom by the administrator, the teacher shall have the right to call a team staffing, including all team members and a designee of the Superintendent. If the recommendations of the team staffing are not implemented, such recommendations may be concurrently submitted in writing to the President of the Executive Board and to the Superintendent or designee, one of whom shall respond to the teacher within five (5) teacher employment days.
- (3) SEDOL administration shall meet with SECTOR administration to review possible alternative spaces where SECTOR teachers may relocate in the event it is necessary to temporarily evacuate students

due to a safety concern with another student.

- (4) When after consulting with the teacher and in the opinion of the program supervisor, it is evident that a student(s) threatens the safety of students and teachers, the supervisor shall arrange emergency assistance for the teacher. If the teacher believes such assistance is inadequate as to result in continuing danger to the person of the teacher or students, with notice to the supervisor the teacher shall have the right to promptly discuss the circumstances with the Superintendent or designee.

**Section E: Testing and Placement**

- (1) The teacher shall be invited to attend the placement staffing, if any. If the staffing is held during the course of the school day, arrangements shall be made for a substitute for the teacher so that he/she may attend the staffing.
- (2) Prior to the placement of a new student in the classroom, the teacher shall receive a verbal description of the known characteristics of the child if the teacher is unable to attend the staffing.
- (3) Copies of a student's current IEP, the most recent case study evaluation and the most recent emergency form shall be provided to each teacher prior to student placement.

The teacher shall be given a minimum of three (3) working days written notice before actual placement of a new student in order to adequately prepare, read records, develop IEPs goals, and make any other necessary arrangements. This provision should not be interpreted to override the legal requirement that special education students transferring from another special education program be placed immediately.

It shall be the administrator's responsibility, not the teacher's, to follow up with the sending district concerning any missing student paperwork.

- (4) When the student's IEP documents are received by SEDOL they shall be immediately made available to the student's teacher.
- (5) Notwithstanding any of the above requirements, no student shall be denied access to a free appropriate public education in the least restrictive environment.

**Section F: Classroom Interruptions**

Unreasonable classroom interruptions shall be discouraged by the Board.

**Section G: Alternate Inservice**

A teacher shall be excused from participating in inservice programs as conducted by the host school district in which he/she is assigned, provided the teacher discusses appropriate alternative inservice with the Superintendent or designee and receives pre-approval for such alternative inservice program.

**Section H: Staff Collaboration for IEP/Annual Review Preparation**

For staff following the SEDOL calendar, three (3) days during which the teacher shall be free from instructional duties, shall be granted annually for the specific purpose of collaborative team preparation.

One (1) of the above days shall be scheduled on the first or second institute day. The remaining two (2) days shall be scheduled in half (1/2) day increments throughout the school year.

For staff following member district calendars, four half (1/2) day preparation days (i.e., a total of two full

days) shall coincide with the member district institute day or a member district early release day as approved in consultation with the member district Superintendent or designee. One full preparation day shall be provided, with the timing of the day to be determined by the teacher after consultation with the IEP Team and approval by the supervisor.

Work on these days will focus on team collaborative work to prepare, modify, and plan student IEPs or prepare for Annual Reviews, or other required paperwork. For purposes of this Section only, "teacher" shall mean regular classroom teachers, itinerant teachers and speech-language pathologists, psychologists, social workers, vocational facilitators, and licensed school nurses who collaborate in the development of the IEP. The preparation days for a part-time teacher shall be consistent with his/her full-time equivalency with SEDOL programs.

Teachers who desire to attend a training and/or meeting on staff collaboration days may request in writing to waive their contractual allotted time in order to attend.

### **Section I: Availability of Records**

Student records in the possession of the Board shall be made available to teachers not later than two (2) business days before the first day of regular student attendance at the start of the school term.

### **Section J: SEDOL Inservices**

If the Board chooses to hold a SEDOL-wide Institute Day, such day shall be scheduled as close as is reasonably possible to the beginning of the school terms for SEDOL and its member districts. Any decision not to hold a SEDOL-wide Institute Day in any given year, shall be non-precedential and shall not constitute a past practice or a waiver on the part of the Board. If such day is scheduled within the teacher's regular work year, the teacher shall attend the Institute Day. If such Day is scheduled outside the teacher's regular work year, teachers are highly encouraged to attend, but attendance shall be considered voluntary. Although attendance is voluntary, it is agreed that teachers who do not attend will be expected to learn and demonstrate familiarity with the topic/materials included in any professional development provided that day. The Board shall provide an alternative delivery process for such topics/materials for teachers not in attendance.

At each of SEDOL's facilities, a committee shall be formed consisting of representatives of the Union and the Administration to explore early release in-services.

### **Section K: Substitutes for Paraprofessionals**

Board shall attempt to secure a substitute for a paraprofessional when there is a significant safety or health concern related to the paraprofessional's absence as determined by the program supervisor, or when the length of the anticipated absence of the paraprofessional exceeds four (4) consecutive workdays. For classrooms with only one paraprofessional assigned to the program, the teacher serving without the paraprofessional or a substitute therefor shall be compensated at the daily substitute paraprofessional rate or a prorata thereof. For classrooms with two (2) or more paraprofessionals, after five (5) paraprofessional absences, the teacher shall be compensated at the daily substitute paraprofessional rate or a prorata thereof. Each individual paraprofessional's absence or unfilled vacancy shall be applied to the threshold of 5.

Example for classrooms with two (2) or more paraprofessionals:

If there are five paraprofessionals assigned to a single classroom, and all five are absent on the same day without a substitute provided as a replacement, then on every subsequent day in that same school year on which one or more paraprofessional(s) is/are absent (or a position is vacant) without a substitute provided as a replacement, the Teacher will be paid the daily substitute paraprofessional rate.

For the purpose of meeting the threshold of 5, if 3 paraprofessionals are absent (or 3 positions are vacant)

on the same day and no substitutes are provided as replacements, that shall count as 3 absences. Once the threshold is met, the Teacher shall be paid only one time the daily substitute paraprofessional rate no matter how many paraprofessionals are absent (or positions are vacant) on the same day without substitutes provided as replacements.

After a teacher receives compensation for ten (10) days of his/her paraprofessional being absent without a substitute (at the paraprofessional substitute rate), then on the 11th day that compensation is being paid, the compensation rate shall increase to the daily substitute professional rate plus ten dollars (\$10) or a prorata thereof. Days when the teacher has no paraprofessional assigned because of a vacancy in the position shall be included in the total.

A digital form will be provided by the District at the beginning of each school year for teachers to track such paraprofessional's absences, which form will be submitted electronically to the Business Office by the 15<sup>th</sup> of each month for payment. Any teacher who fails to submit the digital form for payment within 30 days of the date of a paraprofessional absence shall forfeit compensation for such absence. Payment will be made by the 15<sup>th</sup> of the month following the month in which the teacher submits the digital form.

#### **Section L: Student to Staff Ratio and Class Size**

The diversity of disciplines and the range and severity and type of student exceptionalities and needs makes defining rigid student to staff ratios and class sizes impractical. However, it is agreed that it is in the best interests of the children and professional educators that the Board carefully consider the needs of the students, the requirements of the IEP, and the capacities of the educator when determining specific class size and student to staff ratio. In the event a teacher has a concern relative to these issues, the teacher should utilize the SEDOL Chain of Command to seek resolution. As the teacher's sole recourse shall be through the Chain of Command, this Section shall not be subject to the Grievance Procedure.

#### **Section M: Attendance at Student-Related Events**

One extra-curricular activity/opportunity will be offered in each building per school year. Staff who attend the extra-curricular activity/opportunity will be compensated at the rate of \$34 per hour, or portion thereof, for up to two (2) hours. Compensation shall be made on the next regular payroll date provided the time is submitted by the payroll cutoff date for such pay period.

A bargaining unit staff member (assigned to sector) may request approval from her/his supervisor, which the supervisor may grant or deny in her/his sole discretion, to attend one official host-district event each school year for the purpose of student supervision. To request compensated attendance at an event, the employee must submit a request at least thirty (30) calendar days in advance of the event. An employee may not request compensation for parent-teacher conferences, open-house, curriculum night, or graduation. An employee shall receive the same compensation detailed above for attendance at the approved event, however, he/she shall not be eligible for compensation if he/she is receiving compensation from the host district for the event.

## ARTICLE IV

### RELATED SERVICES AND EARLY CHILDHOOD ASSESSMENT TEAM

#### **Section A: Recognition of the Psychologist(s)/Social Worker(s)/Speech-Language Pathologist(s) /Licensed School Nurse(s)Vocational Facilitator(s) Professional Judgment**

- (1) Psychologist(s) / social worker(s) / speech-language pathologist(s) / licensed school nurse(s) / vocational facilitator(s) shall have the right to select tests and employ other resources and/or techniques according to their professional judgment consistent with the provision of necessary and sufficient services to children referred for and/or receiving services from the Special Education District and consistent with existing Board policies and objectives.
- (2) In providing services to special education programs, the psychologist(s) / social worker(s) / speech-language pathologist(s) / licensed school nurse(s) / vocational facilitator(s) / the special education teacher and other special education personnel shall work collaboratively in defining their roles and responsibilities in keeping with the provision of necessary and sufficient services to the children served by these programs and consistent with existing Board policies and objectives.

#### **Section B: Assigned Positions**

A teacher(s) / psychologist(s) / social worker(s) / speech-language pathologist(s) / licensed school nurse(s) / vocational facilitator(s) has the right to request, in writing, to be assigned, or not assigned, to any position for which he/she is certified and qualified. Such application shall be submitted to the Superintendent or designee.

#### **Section C: Changes in Assignment**

Psychologist(s)/ social worker(s) / speech-language pathologist(s) / licensed school nurse(s) / vocational facilitator(s) involuntarily removed from a specific local district assignment shall be advised in writing with the reasons stated as soon as feasible. At the option of the psychologist(s) / social worker(s) / speech-language pathologist(s) / certified school nurse(s) / vocational facilitator(s,) a conference shall be held between the psychologist(s) / social worker(s) / speech-language pathologist(s) / licensed school nurse(s) / vocational facilitator(s) and his/her immediate supervisor to discuss the reasons for the change in assignment. If the psychologist(s) / social worker(s) / speech-language pathologist(s) / licensed school nurse(s) / vocational facilitator(s) is still dissatisfied and shall so request in writing to the Superintendent or designee, a conference shall be held with his/her immediate supervisor, the building supervisor or designee of the host school (if willing), and the Superintendent or designee.

#### **Section D: Related Services**

It is acknowledged that providing growth experiences to children requires a team approach in which teachers have support from personnel from other disciplines. The Board shall make a reasonable effort to provide and make available supportive services that include but are not limited to: speech-language pathologists, vocational facilitators, occupational therapists, physical therapists, itinerant teachers, psychologists, social workers, psychiatric consultants, and supervisory personnel. The Board shall make a reasonable effort to provide school nursing services; such services may be provided by SEDOL or member district personnel.

#### **Section E: Speech-Language Pathologists**

As a provider of a supportive service, the speech-language pathologist plays a major role in the diagnosis and remediation of speech and language disorders in the students enrolled for such services. The determination of eligibility for the provision of speech and language services is the responsibility of the state approved speech-language pathologist as is the development of the speech and language IEP.

**Section F: Early Childhood Assessment Team**

Full-time Early Childhood Assessment Teams ("ECAT") shall service no more than 110 cases per team during the work year. The number of days allocated for assessments shall be prorated based on the number of actual contracted cases each school year. For example, if SEDOL has 15 contracted cases for the 2022-2023 school year, 24 days will be allocated for completing the evaluations ( $176/110 = 1.6$  days per case x 15 cases = 24 days). The work year for ECAT team members will be the SEDOL school calendar year. SEDOL will not change the number of work days (i.e., 180 or 185) for any current ECAT member while such member serves on the ECAT team.

## ARTICLE V

### EVALUATION AND FILES

#### **Section A: Evaluation Instrument**

At the start of each school year, each teacher shall be apprised of the evaluation procedures and general criteria which are intended for use during that school term. Where it is anticipated a specific evaluation instrument shall be utilized, such instrument shall also be made known to all teachers not previously acquainted with same. Additionally, each teacher shall receive a summary, electronic or written, of the manner in which measures of student growth and professional practice to be used in the evaluation relate to the performance evaluation ratings of "unsatisfactory", "needs improvement", "proficient" and "excellent".

#### **Section B: Evaluation Committee**

A committee shall be established, of which one-half (1/2) shall be teachers appointed by the Union President, to review such evaluation procedures and criteria. The committee shall submit a majority and/or a minority report to the Superintendent, SEDOL Executive Board, and Union Executive Board as requested by either the SEDOL Administration or the Union. The committee shall meet as necessary to review the evaluation procedures, general criteria and evaluation instruments and to recommend any appropriate changes thereto.

#### **Section C: Evaluation Procedures**

- (1) Evaluations of professional staff shall be done by administrators who have completed the training required by the Illinois School Code to evaluate licensed teachers. Such a qualified administrator shall be referred to as "evaluator."
- (2) Staff performance shall be evaluated on the basis of direct observation or on the basis of objective measures that can be directly and clearly related to the staff member's effectiveness.
- (3) Non-tenured staff shall be formally evaluated a minimum of two (2) times during the school year in accordance with the established evaluation procedures. Staff in contractual continued service (tenure) whose last evaluation was completed prior to the 2022-2023 school year shall be formally evaluated at least one (1) time in the two (2) years following receipt of the evaluation. Tenured staff who receive a "proficient" or "excellent" rating on an evaluation completed in the 2022-2023 school year or a subsequent school year shall be evaluated one (1) time in the course of the three (3) school years following receipt of the "proficient" or "excellent" rating. Such teachers shall be informally observed at least once in the course of the two (2) school years after receipt of the rating. However, any tenured teacher whose performance is rated "needs improvement" or "unsatisfactory" and who continues to be employed by SEDOL in the year following the receipt of such rating must be evaluated at least once in the school year following the receipt of such rating. Staff may request to be evaluated in an "off-cycle" year. Staff who are evaluated in an "off-cycle" year will start a new evaluation cycle beginning with the year of the "off-cycle" evaluation. Nothing in the Agreement shall be construed to limit the administration's ability to evaluate a teacher in an "off-cycle" year.
- (4) Professional staff shall be notified that formal observations shall be conducted within a specified ten (10) day period. The staff member shall be notified of the observation and the actual observation shall be scheduled at a mutually acceptable time between staff member and evaluator. Each observation shall be no less than thirty (30) minutes in duration, or such minimum duration required by law, and an attempt shall be made to commence the observation at the beginning of the class period and conclude at a natural break in the observation. However, if for some reason the staff member and evaluator are not able to agree to a mutually acceptable time, or one or the other is absent on a mutually agreeable date/time, then the evaluator shall have the right to complete the formal observation at his/her convenience, provided the evaluator gives at least two (2) work days' notice to the teacher.

- (5) Following each formal observation, the evaluator shall complete a written evaluation. Within ten (10) working days of the observation, the evaluator shall hold a conference with the staff member in the staff member's classroom or a location mutually agreed upon by the parties, at which time the written evaluation shall be completed. The evaluation conference shall include a discussion of the written evaluation, including strengths and weaknesses, and the evaluator shall identify deficiencies in the staff member's performance and recommend and provide remedial help when appropriate. Informal observations may be used in completing the formal evaluation. The evaluation shall not be based on anonymous complaints. Both the evaluator and the staff member shall date and sign all copies of the written evaluation. The signature of the staff member shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference and the discussion have been held and that the staff member is in receipt of a copy of the written evaluation.
- (6) If a staff member feels his/her formal written evaluation is incomplete, inaccurate or unjust, or the staff member is otherwise not satisfied with the completed evaluation, the staff member shall, upon request, be granted a review of the evaluation with the administrator next in the chain of command by submitting a written request to the Assistant Superintendent for Human Resources within five (5) school days following the post-observation conference. The staff member may also put any objection in writing within ten (10) working days of receipt of the formal evaluation. Both the staff member and evaluator shall date and sign all copies of any written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of any written objections shall be attached to the written evaluation. With respect to the content of a formal evaluation, a staff member's sole contractual recourse shall be to file a written objection to the evaluation; the content of a formal evaluation shall not be subject to the grievance procedure. A failure to follow the evaluation procedures shall be grievable.
- (7) When a staff member is evaluated by a supervisory staff person whose training and experience is different and specific concerns are evident as a result of this, then within five (5) school days of receiving the written feedback, the staff member may submit a written request to the Assistant Superintendent for Human Resources and shall be assured, in writing by the Assistant Superintendent for Human Resources that the supervisory staff person shall utilize appropriate resources from other SEDOL supervisory staff. The written evaluation shall become part of the official personnel file only after it has been presented to the staff member by the evaluator and the staff member has had ten (10) working days to provide a written reaction to the evaluation. Such reaction shall be made a part of the personnel file.
- (8) A substitute teacher shall not formally evaluate the absent teacher's class organization or instructional work. However, this shall not preclude SEDOL from asking substitute teachers to provide feedback concerning whether lesson plans were provided, and nor shall it preclude a principal/ supervisor from addressing missing or incomplete lesson plans.
- (9) If a staff member feels the first evaluation observation took place in an atypical setting, the staff member shall have the right to request a second observation by submitting a written request to the Assistant Superintendent for Human Resources within five (5) school days following the formal observation. Every effort shall be made to conduct a second observation as soon as practical, but in no event shall a second observation be arbitrarily denied.
- (10) A copy of all formal written evaluations and any attached written objections shall be placed in the staff member's official personnel file. Performance evaluations that are maintained by SEDOL electronically (e.g., in Talent-Ed) shall be considered to be in the staff member's official personnel file. No material used in evaluation of the staff member shall be maintained in the personnel file that is not in accordance with the provisions of the evaluation procedures.
- (11) A single overall performance rating of:
  - (a) Excellent,

- (b) Proficient,
- (c) Needs Improvement, or
- (d) Unsatisfactory

shall be assigned to each staff member's evaluation by the evaluator.

**Section D: Unsatisfactory Appeal**

(1) Notice of Appeal

If a staff member receives an unsatisfactory summative rating, the first step is to meet with the evaluator who assigned the rating within 5 working days to further discuss the evidence and rating.

If the unsatisfactory rating is upheld at this meeting, the employee may request and file an appeal to the Appeals Panel by submitting the Google Unsatisfactory Appeals form within 5 calendar days from the date of the scheduled meeting with the evaluator.

An appeal form not filed within the 5 calendar days from the date of the meeting with the evaluator will NOT advance to the Appeals Panel.

Note: If the teacher who received the unsatisfactory summative rating is tenured, SEDOL is still required by law to create a Remediation Plan, which must commence no later than 30 school days after the summative evaluation is given. Alternatively, the tenured teacher who is appealing the unsatisfactory summative evaluation rating, the Union President and the Superintendent may mutually agree to waive the deadline for implementing the Remediation Plan and agree instead to a new deadline, which new deadline shall be no later than the start of the following school year.

(2) Submission of the Appeal

The employee must submit the Appeals Form electronically to the Assistant Superintendent of Human Resources within five calendar days of the review meeting with the evaluator. The form can be found on the SEDOL website or by contacting the Assistant Superintendent of Human Resources.

The Appeals Form includes the employee's name, position, and rationale for appeal.

The employee's rationale must include specific indicators/evidence from the summative evaluation or specific procedural errors on the evaluator's part which the employee believes warrants a different rating.

(3) Panel:

The Panel shall consist of qualified evaluators who have completed the Illinois State Board of Education's (ISBE) teacher evaluation training requirements.

The Panel shall consist of three SEDOL administrators and three SEDOL Teacher's Union members who are qualified evaluators per ISBE guidelines. Beginning with the 2022-2023 school year and every three years thereafter, SEDOL will pay up to a total of \$750 for ISBE evaluator training to qualify teachers to serve on the Panel. The administrators will consist of one building administrator, the Director of Instructional Services or Director of Special Services, and the Assistant Superintendent of Human Resources. Neither the immediate administrator who conducted the evaluation nor the employee who was rated unsatisfactory can be on the committee.

(4) Review Process:

The employee and evaluator will provide the Panel with all evaluation documents from the current evaluation cycle, including evaluation procedural deadlines, the employee's appeal summary, and any other relevant documents. All documents must be submitted to the Panel prior to the date the Panel meets to consider the appeal.

The Panel will meet within 5 working days of receipt of the appeal to review all documents.

Upon reaching a decision, the Panel will determine if the evaluator's original rating shall stand unless there is a specific, clear mistake, or lack of evidence to support the original rating.

The determination that an original summative rating is erroneous requires a majority vote of the Panel. In the absence of a majority vote, the original rating shall stand.

In the event that that Appeals Panel determines that the original rating is erroneous, the Panel shall change the faculty member's summative rating to a "Needs Improvement" rating yielding a Professional Development Plan (PDP) following Illinois statutory guidelines.

The Panel shall issue a written response (emailed and US mail) to the employee who has filed the appeal no more than 10 working days from the receipt of the appeal.

The decision of the Panel is final and is not subject to grievance, arbitration or further review.

#### **Section E: Consulting Teachers and Remediation**

- (1) A staff member shall be eligible to work as a consulting teacher provided the staff member meets the following criteria:
  - (a) Is not a supervisory, managerial, or administrative staff member.
  - (b) Has at least five (5) years of experience in the appropriate specific discipline.
  - (c) Has reasonable familiarity with the assignment of the staff member in need of remediation.
  - (d) Has received an Excellent rating on the most recent evaluation.
- (2) The Board shall furnish the Union with a roster of all staff qualified as consulting teachers and shall update such roster from time to time as names are added or deleted. The roster shall include the discipline and/or qualified teaching area of each staff member. When a consulting teacher is needed and written notice of such is delivered to the Union, the Union shall submit to the Administration a roster of at least five (5) qualified staff members or all such qualified staff members if that number is less than five (5), from which the Administration shall select the consulting teacher. Should the Union fail to submit a roster within ten (10) working days of receipt of request for such roster, then the Administration may select any consulting teacher, provided however, that the selected consulting teacher is not a newly eligible staff member who was unknown to the Union. Any staff member may decline to serve as a consulting teacher. To the extent possible, consulting teachers shall be selected on a rotating basis.
- (3) A consulting teacher shall receive release time (schedule to be worked out as part of the remediation plan) to perform the duty as a consulting teacher and shall receive compensation to be determined by agreement among the Board, the Administration, the consulting teacher and the Union.
- (4) Any tenured staff member who receives an overall evaluation rating of unsatisfactory, and the reasons for such rating are deemed remediable, shall be placed on remediation status. It is understood that a staff member may be rated unsatisfactory if the documented weakness(es) of the staff member is/are major and interfere(s) with the staff member's competence.

- (5) Any staff member who receives an unsatisfactory shall be placed on a formal remediation plan developed in accordance with Article 24A of The School Code. The remediation plan shall require a half-point and final evaluation during the remediation period. While the consulting teacher shall participate in the development and implementation of the remediation plan and shall provide advice and counsel to the staff member rated unsatisfactory on how to improve professional skills and to successfully complete the remediation plan, the sole responsibility for the formal evaluations shall rest with the evaluator. If the staff member on remediation status is subsequently evaluated with an overall performance rating of Proficient or better, the staff member shall be evaluated in the year following the receipt of the "unsatisfactory" rating and, thereafter shall be reinstated to the evaluation cycle set forth in the District's Evaluation Plan. If the staff member on remediation status fails to complete the ninety (90) school day remediation plan in accordance with the requirements set forth in The School Code, the Board shall automatically institute dismissal procedures against the staff member in accordance with The School Code. This provision shall not be construed to guarantee a staff member the right to complete a 90 school day remediation plan if, prior to the completion of the remediation plan, his/her employment is terminated pursuant to an honorable dismissal process at SEDOL.

#### **Section F: Supervisory Conference and Discipline**

- (1) Any substantive complaint regarding a teacher shall be brought to the teacher's attention before any disciplinary action is initiated with respect to such complaint.
- (2) A teacher shall have the right to be accompanied by a Union representative at any investigatory conference if a teacher will be questioned about his or her involvement in an incident and it may reasonably be anticipated that the teacher's answers will subject him/her to disciplinary action. If a teacher believes that a prior conference with a supervisor with respect the teacher's performance was unfair, the teacher may request a second conference with such supervisor to discuss the same. Such request shall be in writing and shall specify the nature of the asserted unfairness. The teacher and the supervisor may have a representative at such meeting.
- (3) A teacher shall be apprised in writing in advance of the submission of any recommendation to dismiss and shall be afforded the opportunity of a conference with his/her immediate supervisor to discuss such recommendation. The teacher's signature on any discipline or evaluative document shall not signify the teacher's agreement but solely that the teacher has seen and received a copy of the document(s).

#### **Section G: Psychologist's Evaluation**

If a psychologist shall be adversely evaluated for failure to complete a sufficient number of individual student evaluations during a specified period of time, he/she shall have the right to appeal such adverse evaluation to the Superintendent or designee before any public discussion or action is taken by the Executive Board. Such appeal shall include a meeting with the Superintendent or designee at which all of the pertinent factors surrounding the evaluation shall be reviewed, including (but not limited to) the complexity of the particular test and factors interfering with its orderly completion. Should an appeal to the Superintendent or designee concerning the pertinent factors surrounding the evaluation result in a decision that such adverse evaluation was unfounded; all warnings issued by the Board with respect such situations shall be rescinded. Dismissal proceedings shall not be initiated against any psychologist for such failure unless there has been a history or pattern of the same and the psychologist has been appropriately warned. Should proceedings result in the dismissal of a tenured psychologist for the above-mentioned reasons, the psychologist shall be entitled to a hearing before an impartial third party pursuant to the conditions set forth in Section 24-12 of the Illinois School Code.

#### **Section H: Personnel files**

- (1) The Board shall maintain only one (1) official personnel file for each teacher. Such file shall contain all evaluative material affecting the teacher, provided this shall not preclude the keeping of

duplicated copies of such materials in other sources or the temporary collection of data pending submission to the official personnel file.

- (2) A teacher shall have the right to inspect all materials in the teacher's official personnel file except materials furnished on a confidential basis by other employers or references, provided such inspection shall occur during normal business hours. Such inspection may be required to be in the presence of a designated employee of the Board. The teacher shall have the right to copy any material, which appears in this file, and secure mechanical reproductions of this file or parts thereof at reasonable cost. Nothing shall be permanently removed from the file without the consent of the Board.
- (3) No portions of a teacher's file shall be disclosed to third parties except as permitted by law, or as shall be necessary in the performance of the Board's responsibility or as required pursuant to Article II, Section E, of this Agreement.
- (4) A copy of all material placed in the teacher's personnel file shall be provided to the teacher within five (5) teacher employment days. The teacher shall acknowledge receipt of such copy. This Paragraph shall not be applicable to materials excluded under Paragraph 2 of this Section or to materials originating with the teacher.
- (5) Except for objections to formal written evaluations, which must be submitted within ten (10) working days of the teacher's receipt of the formal written evaluation, a teacher shall have the right within thirty (30) teacher employment days after receipt of such copy to add dissenting or explanatory material to any document, which shall be part of his/her official file. Should new information become available after this time, the teacher shall have the right, within twenty (20) teacher employment days following receipt of such information, to attach an addendum to any previously submitted material.

## ARTICLE VI

### LEAVES

#### **Section A: Sick Leave**

Each teacher shall, without deduction in pay, be entitled to sixteen (16) days sick leave per school year whether in attendance the first day of school or not, of which three (3) such days may be used as personal business leave subject to the conditions below. A teacher who is first hired by the District after the start of the school year, shall have his/her sick leave pro-rated for the first year.

Sick leave shall be utilized as prescribed and/or authorized by The School Code and/or the Family Bereavement Leave Act. Unused sick and personal business leave shall be cumulative to a maximum of three hundred forty (340) days. A teacher may access the annual sixteen (16) day allotment beyond the cumulative maximum each year after reaching three hundred and forty (340) days, but any days beyond the cumulative maximum will not accrue from year to year. Sick Leave may be used in full or half day increments, except that a staff member may use a quarter of a day of sick leave at either the beginning or end of the work day provided a morning leave ends before student arrival and an afternoon leave starts after student departure.

Typically, teachers who miss days of work following the birth of a child shall be allowed, to the extent they have accrued such days, to use up to six (6) weeks of paid sick leave for a normal delivery and up to eight (8) weeks of paid sick leave for a C-Section.

Teachers whose personal health is compromised after delivery, or whose infant is chronically ill, will be allowed to use paid sick leave (if available) beyond this typical recovery period on the physician's orders.

#### **Section B: Bereavement Leave**

Each teacher shall, without deduction in pay or sick leave, be entitled to up to three (3) days of bereavement leave for each death of a member of the teacher's immediate family. The term "immediate family" shall be as defined in The School Code, except it shall also include step-parents and step-children. Each teacher shall be granted use of two (2) sick leave days, per occurrence, to be utilized to attend the funeral of anyone outside the immediate family.

#### **Section C: Personal Business Leave**

Personal business leave is for the purpose of transacting personal, legal, personal business, household and family emergencies and other personal matters that require absence during school hours. Personal business leave shall not be used on the first or last day of student attendance or on an institute or parent-teacher conference day. Additionally, each year a teacher may use no more than one (1) of the three (3) personal business leave days on the two (2) days preceding or following a school holiday or vacation period (defined as: Labor Day, Columbus Day, Veterans' Day, school day before Thanksgiving break, Winter Break, Martin Luther King, Jr. Day, Presidents' Day, Casimir Pulaski Day, Spring Break and Memorial Day). If a teacher is assigned to a member district and the member district does not observe one of the preceding holidays, then the use of a personal business leave day before or after the "non-observed holiday" shall not count as one (1) of the three (3) personal business leave days. Under extremely extenuating circumstances, the Superintendent, or designee, may grant an exception to the preceding restrictions. Such exception shall be non-precedential, and the grant or denial of any request shall be non-grievable. Personal business leave may be used in full or half day increments.

#### **Section D: Maternity/Paternity/Child Rearing Leave**

Maternity/paternity/childrearing leave shall be granted without pay to tenured teachers who apply therefor in

full compliance with the following:

- (1) The teacher shall notify the Superintendent or designee in writing of the fact of the pregnancy at least one hundred (100) calendar days prior to the anticipated date of delivery. A physician's statement indicating such date shall accompany this notice.
- (2) Application for maternity/paternity/child rearing leave shall be filed with the Superintendent or designee in writing within one (1) calendar month prior to the beginning of the requested leave. Such application shall indicate the requested starting and ending dates of such leave, provided (1) the total length of such leave shall not exceed the balance of the school term in which it commences (note: any leave which commences in the summer shall be regarded as commencing in the following semester) and one (1) additional school term, (2) such dates are consistent with continuity of instruction of students, and (3) terminates so that the teacher shall return to employment at the beginning of a school year. Leave shall commence on the date agreed upon in advance between the teacher and Superintendent. Any of the foregoing may be waived by the Superintendent at his/her sole discretion and without precedential effect. If the Superintendent and the teacher cannot agree as to what constitutes continuity of instruction, the matter shall be submitted to expedited arbitration procedures of the American Arbitration Association or FMCS if by mutual agreement, the cost to be shared by the Board and the teacher.
- (3) No benefits of whatsoever nature shall accrue to the teacher during the period of leave, provided that, subject to the approval of the insurance carrier for non-FMLA leaves, the teacher may maintain all insurance benefits during such period of leave at the teacher's own expense by making timely payment of all premiums due. If the period of leave exceeds one-half (1/2) of the teacher's scheduled work year, the leave shall not count as entitlement for advancement on the salary schedule.
- (4) A teacher who adopts a child shall be entitled to a leave of absence subject to all of the conditions of the preceding Subsections. Application therefore shall be made within five (5) teacher employment days following making application for adoption, and the leave shall commence no later than ten (10) calendar days following placement of the child in the teacher's home.
- (5) Nothing herein shall be construed as to require any teacher to make application for maternity/paternity/child rearing leave. Any teacher who elects not to apply for maternity/paternity/child rearing leave, or who is ineligible therefore, shall be entitled to utilize accumulated sick leave on any day(s) on which the teacher or the teacher's spouse is sick or disabled as a consequence of pregnancy and for childbirth, and if such teacher shall exhaust all accumulated sick leave the teacher shall be granted a leave of absence without pay during the period the teacher or the teacher's spouse continues to be sick or disabled as a consequence of such pregnancy and/or childbirth.
- (6) A maternity/paternity/child rearing leave may be granted to a non-tenured teacher by action of the Board of Education, subject to all the conditions applicable to a tenured teacher. However, for a school term to count toward the attainment of tenure, the non-tenured teacher must work at least one hundred twenty (120) full time employment days. A school term that is not counted toward attainment of tenure shall not be considered a break in service for purposes of determining whether the non-tenured teacher has been employed for the period of time necessary to attain tenure, provided that the non-tenured teacher actually teaches or is otherwise present and participating in SEDOL's educational program in the following school term. The granting of such leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board.

**Section E: Leave for Jury Duty or Subpoena**

Each teacher shall receive leave with pay to perform jury duty. Teachers shall remit their reimbursement for jury duty to the Board. Teachers shall keep any reimbursement received for transportation. The Board shall not be responsible for any transportation expenses incurred in excess of the amount reimbursed by the jury

commissioner. In addition, each teacher shall receive leave with pay if required to attend a legal proceeding for which the teacher has been served with a subpoena to attend, which relates to their professional responsibility as a SEDOL employee.

**Section F: Religious Leave**

Teachers shall be granted two (2) days of leave with pay for required observance of a recognized religious holiday of the teacher's faith, when such observance is not possible outside working hours. This leave shall not be cumulative, nor shall it be deducted from sick leave or personal business leave. Application for such leave shall be made in writing to the Superintendent or designee at least two (2) teacher employment days prior thereto. When religious leave has been exhausted, a teacher may utilize available personal business leave days with pay for religious purposes. However, should the religious observance occur on days immediately preceding or following a school holiday or vacation period, the teacher shall designate in writing that the purpose of the personal business leave is for religious observance purposes.

**Section G: Leave of Absence Without Pay**

Teachers may be granted leave of absence without pay for causes deemed appropriate by the Executive Board.

- (1) All personnel requesting leave must do so one (1) calendar month prior to the beginning of said leave. Such requests must include the exact duration of leave and be in writing.
- (2) The total length of such leave shall not exceed the balance of the school term in which it commences and one (1) additional school year.
- (3) Such leave shall be without pay or other benefits, provided during such leave, if the insurance carrier permits, the teacher may maintain insurance benefits by timely payment of the entire premium therefor.
- (4) The employee shall return to the staff without credit on the salary schedule for the period of absence if such period is in excess of one-half (1/2) of a work year.
- (5) No employee shall be granted more than one (1) such leave in any five (5) year period. (6) This Section shall not be applicable to maternity/paternity/childrearing leave.

**Section H: Professional Leave**

Teachers may be granted leave with or without pay to participate in professional activities.

**Section I: Assignment Upon Return From Leave**

Upon the return of a teacher from leave to full-time employment, the Board shall make a reasonable effort to reassign the teacher to a position comparable to that previously assigned with respect to age level of student, category of handicap (if applicable), and geographical locale (if available).

**Section J: Notification of Intention to Return**

As a condition of any leave of more than eight (8) calendar months duration, the teacher shall agree to give written notification of intention to return to employment at the conclusion of such leave by no later than February 1<sup>st</sup>. Failure to give such notification shall be deemed a resignation by the teacher. The Board shall send a letter of reminder of this notification to any teacher on leave by no later than December 15<sup>th</sup> prior to termination of such leave. Failure of the Board to do so shall release the teacher on leave from any notification deadline regarding such leave.

**Section K: Unemployment Compensation**

As a condition of any unpaid leave of absence, the teacher agrees to waive any claim to unemployment compensation during the term of such leave or any recess or vacation period immediately preceding or following such leave.

**Section L: Report of Sick Leave**

Each teacher shall annually receive written notice of his/her accumulated leave time.

**Section M: Sabbatical Leave**

The Board may grant to teacher's sabbatical leave each school year, subject to the provisions of Section 24-6. 1 of The School Code.

**Section N: Teacher Attendance**

To qualify for the teacher attendance, bonus a teacher may not take any "dock days" or sick leave days. For the purpose of this Section, sick leave does not include the donation of sick leave days to the sick leave bank. If a dock day is taken after a teacher receives an attendance bonus, he/she shall not be eligible for any further attendance bonus for the remainder of the year. Additionally, a teacher may not use more than three (3) personal leave days.

Zero Sick Leave Days Used	Bonus	Paid
From first work day through November 30 <sup>th</sup>	\$175	December 15 <sup>th</sup>
From December 1 <sup>st</sup> through February 28 <sup>th</sup>	\$175	March 15 <sup>th</sup>
From March 1 <sup>st</sup> through last work day	\$175	June 30 <sup>th</sup>
From first work day through last work day	\$275	June 30 <sup>th</sup>
Total Possible Bonus	\$800	

**Section O: Sick Leave Bank**

The Board and the Union agree to establish a voluntary sick leave bank for bargaining unit members who elect to participate. The Bank will be administered by a joint labor management committee consisting of two members appointed by SEDOL and two members appointed by the Union.

The sick leave bank shall be operated as follows:

- (1) Any teacher, including part-time teachers, desiring to participate in the sick leave bank shall donate two (2) accumulated sick leave days before September 1 of a given school term; no additional donation shall be required, except as provided in paragraph (3). Teachers hired after September 1 may join the sick leave bank within ten (10) work days from the first day of employment. Teachers may annually discontinue their participation in the sick leave bank by submitting a written notice of their decision to the Union by September 1. Teachers who choose to rejoin the sick leave bank must donate two (2) sick leave days by September 1 of the year in which they choose to rejoin. By September 30 of each school year, the Union shall provide the Human Resources Department with a copy of the participants' signed authorization forms and a certified list of current participants. The Union will provide an updated list in the event any teachers hired after September 1 elect to

participate. Such authorization form shall be included in the Appendix of this Agreement and on the SEDOL website.

SEDOL shall provide a mailbox at the central office for the Union's use in collection of the participants' authorization forms and notices of discontinuation.

- (2) Teachers who are in their final year of employment due to retirement and who have accumulated sick leave days in excess of the maximum amount that TRS will accept for service credit (340 days) may donate up to ten (10) excess sick leave days to the Bank.
- (3) If, in any year, the total number of days in the sick leave bank falls below twenty-five (25), each participant shall contribute one (1) additional day, if a participant is unable to contribute an additional day because he or she has exhausted all available leave, the District shall withhold a sick leave day from him or her from the next annual grant of sick leave days;
- (4) In order to draw upon the sick leave bank, a teacher
  - (a) Must be a current participant;
  - (b) must have exhausted all accumulated and newly granted sick leave and personal business leave; and
  - (c) shall have been absent without pay due to his/her own serious health condition for at least three (3) days during the school term in which the draw is to be used; \*(a teacher receiving workers' compensation temporary total or permanent total disability benefits shall not be considered to be absent without pay).

NOTE: "Serious health condition" is defined as catastrophic illness, accident, prolonged illness, or other circumstances as determined by the joint labor management committee that may affect the teacher.

- (5) The maximum number of days per year any teacher may use in a school term is twenty-one (21) sick leave bank days. In the event a teacher who has already withdrawn days from the bank earlier in the year experiences a different serious health condition in the same year, he or she may use any of the original twenty-one (21) days that may remain, but must first satisfy a new "three (3) days absent without pay" requirement set forth in Paragraph 4(c).
- (6) Once days are donated to the sick leave bank, such donation shall be irrevocable;
- (7) In order to draw any day(s) from the sick leave bank, the eligible teacher shall make application to the SEDOL Human Resources Department. The Human Resources Department will forward the request to the joint labor management committee. The joint labor management committee will review the request to determine the teacher's eligibility for sick leave bank days. The joint labor management committee may require a medical doctor's statement confirming that the participant's illness/injury necessitated absence from work. Teachers requesting sick leave bank days may be required to provide medical releases to permit the joint labor management committee to obtain medical records necessary to evaluate the request.
- (8) Additional guidelines may be developed and implemented by the joint labor management committee.

#### **Section P: Family and Medical Leave Act**

The Board shall comply with the provisions of the Family and Medical Leave Act of 1993.

## ARTICLE VII

### WORKING CONDITIONS

#### **Section A: Work Day**

Prior to the start of the work year, a teacher shall receive notice of his or her regular workday. Teachers who are assigned to a member district shall follow the regular work day for their member district including the member district's practice of a duty free lunch. Any teacher who is assigned to multiple work locations who believes his or her regular schedule does not permit a duty free lunch shall immediately notify his/her immediate supervisor who will attempt to address the teacher's schedule to provide a duty free lunch. A teacher who is occasionally unable to take his or her duty free lunch due to extenuating circumstances shall promptly notify his or her supervisor for consideration and approval of compensation or early release for the day. Prior to adjusting building start and end times, SEDOL will provide written notice to the Union and engage in mid-term bargaining, if requested by the Union.

SEDOL may, on occasion, permit staff members to arrive to work after their scheduled start time or leave prior to their scheduled end time. SEDOL's decision to occasionally grant release time under this provision shall be non-precedential and non-grievable.

#### **Section B: Teaching Assignments**

- (1) In developing teaching assignments, supervisors shall make every effort to develop assignments, which are appropriate to the teacher's background and preparation, and in keeping with his/her special area of interest.
- (2) Prior to finalizing teacher assignments, if a teacher assignment represents a change from the previous school year, the supervisor shall confer with the teacher to present the teacher with the rationale for such a change. If at any time it becomes apparent that a change in teacher assignment is necessary, the supervisor shall notify the teacher without delay. In the event the teacher is unavailable, every effort shall be made to mail or otherwise communicate such notice of the change in assignment within three (3) SEDOL business days.
- (3) Each teacher shall be notified in writing of his/her teaching assignment for the following year by May 15<sup>th</sup> of the current school year.

The notification should include the school, program and level. It should also include the specific classroom(s) (in SEDOL-operated facilities) and co-teacher (if applicable), if known.

If it is not possible, each teacher shall be provided with an explanation indicating why it is not possible. As teaching assignments are made throughout the summer recess, each teacher shall be notified without delay. In the event the teacher is unavailable, every effort shall be made to mail or otherwise communicate such notice of the assignment within three (3) SEDOL business days. Each teacher shall be provided with an explanation of any change in assignment.

- (4) Each school year, by no later than May 1<sup>st</sup>, teachers shall be provided a form on which they may provide input concerning the continued placement of the paraprofessional who was assigned to the teacher's classroom. The input will be taken into consideration by SEDOL when paraprofessional assignments are being determined. However, no teacher shall be guaranteed that a particular paraprofessional will be assigned or reassigned based on the teacher's input or request. Additionally, it is understood that any such input submitted by the teacher may not be treated as confidential.

#### **Section C: Transfer Procedures**

- (1) Teachers may apply in writing for transfer to any new or vacant position for which they are licensed

and qualified. Such application shall be submitted to the Superintendent or designee. Selection of a candidate to fill a new or vacant position shall be made in accordance with 105 ILCS 5/24-1. 5 of the *School Code*.

Such transfer applications shall not be unreasonably withheld.

- (2) Teachers involuntarily transferred shall be advised of the same without delay. In the event the teacher is unavailable, every effort shall be made to mail or otherwise communicate such notice of transfer within three (3) teacher employment days. At the option of the teacher, a conference shall be held between the teacher and the teacher's immediate supervisor to discuss such transfer and to explore alternatives. If the teacher is still dissatisfied and shall so request in writing to the Superintendent or designee, a conference shall be held with the teacher's immediate supervisor, the building supervisor or designee of the host school (if willing), and the Superintendent or designee. If the teacher remains dissatisfied after such additional conference, the teacher may submit a summary of his/her position, which shall be made available to the Executive Board.
- (3) If a teacher is involuntarily transferred as a result of the closing of a facility, every effort shall be made to assign the teacher to a position reasonably geographically adjacent.
- (4) A teacher who is transferred from one SEDOL position to another shall have the right to take with him/her all instructional materials prepared exclusively by the teacher. The teacher may request in writing of his/her supervisor the right to also take instructional materials provided by SEDOL.
- (5) If a teacher is transferred or if the teacher's classroom is moved less than seven (7) business days prior to the commencement of pupil attendance days the teacher shall be given two (2) business days to review files and/or set up the classroom. The teacher shall be compensated at the teacher's per diem rate based on the teacher's salary divided by the teacher's work year.

If a teacher is transferred to a new assignment or if the teacher's classroom is moved during the school term, the teacher shall be given two (2) school days of release time for familiarization and preparation for the new assignment or location unless by agreement with the teacher and the Union, the teacher requires less than two (2) school days of release time. If a teacher requests transfer to a new classroom during the school term and within the same building, no release time shall be granted.

#### **Section D: Facilities**

- (1) Facilities operated and maintained by the Board shall be kept free of conditions clearly hazardous to the health and safety of teachers insofar as such shall be reasonably within the control of the Board.
- (2) Teachers assigned to facilities which are not operated and maintained by the Board shall be given an opportunity to indicate to their immediate supervisor no less often than monthly during the school term any conditions which might be injurious to the health or safety of teachers. Supervisors shall apprise the teacher of any action taken in response to the report of such conditions. The Board shall make a reasonable effort to facilitate the removal of any threat to the health or safety of the teacher.
- (3) The Board acknowledges that where schedules, the physical plant, educational objectives and financial resources permit, teachers shall be provided a separate room or room area for the instruction of students. The Union acknowledges that in facilities not fully operated and maintained by the Board, that the implementation of this principle is contingent upon the acquiescence therein by the host district or cooperating agency.
- (4) The Board shall encourage the host district to provide appropriate workspace in which SEDOL supportive staff and itinerant teachers can provide educational services, evaluation and therapy services to students. The Board shall make reasonable effort to correct problems involving appropriate workspace as the need arises.

- (5) When conditions necessitate a teacher moving from one classroom to another, the Board shall make reasonable effort to supply boxes, package material and physical assistance in packing and moving materials and supplies.
- (6) Teachers shall promptly notify the supervisor of any safety hazard, which exists in the classroom. When the Board determines that a safety hazard exists it shall take all necessary steps to remediate the hazard.
- (7) Itinerant staff shall be provided with office space. Space shall be provided at each SEDOL-operated facility geographical location if space permits. In addition, SEDOL shall encourage each host district utilizing itinerant staff to provide office space for the use of SEDOL itinerants, subject to the approval of the building principal.

**Section E: Educational Policy Development**

- (1) An Educational Policy Committee shall be established for purposes of providing input to the Administration on the following matters:
  - (a) Curriculum Development.
  - (b) Individualized Educational Program.
  - (c) Instructional Materials Selection.
  - (d) Roles of Student Service Personnel.
  - (e) Inservice development for all SEDOL staff.
  - (f) Instructional Technology Selection.
  - (g) Instructional Methodology Criteria.
- (2) The Administration shall provide committee members with copies of proposed policies dealing with students and instruction, at approximately the same time that the Executive Board is provided with a copy for the first reading.
 

The Administration shall consider input from the committee on such proposed policies so long as the input is provided two (2) weeks prior to the next scheduled Executive Board meeting.
- (3) Such committee shall be comprised of three (3) supervisory staff to be appointed by the Superintendent and an equal number of teachers appointed by the Union President or designee. One (1) member of the supervisory staff and one (1) teacher designated by the teachers on the committee shall serve as co-chairpersons.
  - (a) The committee shall meet as necessary.
  - (b) The co-chairpersons shall be responsible for agenda preparation.
  - (c) Employee(s) of the Board other than teachers or supervisory staff shall be invited to meet with the committee when its agenda include items pertinent to their area(s).
- (4) The Board shall reimburse mileage expense for travel between staff assignment and committee meeting for all teacher committee members.

**Section F: Substitute Teachers**

The Board shall make every effort to provide a substitute for any teacher who reports his/her absence through

the District's attendance system by no later than 7:00 a.m. on the day of such absence.

**Section G: Medical Examinations**

With the exception of required physical examinations upon entering service in the district, the Board shall pay the costs of all medical examinations required by the Board of the teacher.

**Section H: Preparation Period**

The Union and the Board agree that, if possible, each teacher should be afforded the same weekly preparation periods as teachers in the host district or as close to that amount as possible. In any case, every effort shall be made to assure that where the teacher's schedule allows, the teacher shall be afforded preparation time of at least 30 minutes per work day. Any teacher assigned to a host district who believes he or she is not receiving this minimum preparation time, shall immediately notify the building principal and the Assistant Superintendent of Educational Services who will attempt to rectify the preparation time. When all avenues have been exhausted by the Principal and the Assistant Superintendent of Educational Services and the teacher still has less than one (1) preparation period per day, such teacher shall be compensated at the rate of \$30 per hour. The amount of time for which such teacher shall be so compensated shall equal the length of preparation periods in the host district not to exceed forty-five (45) minutes per day. However, if the teacher fails to notify the building principal and the Assistant Superintendent of Educational Services to allow for rectification of any shortfall in preparation time, the teacher shall not be eligible for compensation. Any teacher claiming additional compensation under this provision must submit his/her timesheet within 30 days of the occurrence for additional compensation, except the month of May and June, which must be submitted by June 15. During the teacher's preparation time, the teacher need not be present with students.

**Section I: Mandatory Meetings Outside of the Workday**

The compensation and benefits provided to teachers under this Agreement includes recognition for mandatory participation in professional meetings outside the daily work day. Teacher participation in mandatory meetings outside of the work day will be limited to thirty (30) times per year, exclusive of IEP and student disciplinary meetings. Of the thirty (30) mandatory meetings, six (6) meetings will be designated for state-mandated trainings and one (1) shall be designated for Curriculum Night. Additional meetings may be convened and a teacher may voluntarily participate. However, if teachers are required to attend more than 30 mandatory meetings during the school year, they shall be paid \$30 per hour for any mandatory meeting in excess of 30. By no later than September 1<sup>st</sup>, the Administration shall provide teachers with a schedule of the regular mandatory meetings, which shall identify the meeting dates designated for state-mandated trainings. Staff members who complete a scheduled training in advance will not be required to attend the mandatory meeting designated for the training. The Administration shall not be precluded from calling a non-scheduled meeting in the event of an emergency. Mandatory meetings shall not exceed one and one half (1-1/2) hours in length, except for Curriculum Night.

Except for Curriculum Night, if a mandatory meeting exceeds 1-1/2 hours past a teacher's work day, he or she may elect to leave the mandatory meeting 1-1/2 hours after his or her work day would end even if the mandatory meeting is not concluded (unless the mandatory meeting is an IEP or student discipline meeting). If a teacher is assigned to more than one building or team and receives a list of mandatory meetings that exceeds 30, he or she may request to meet with his/her supervisor to review the list and prioritize the meeting list for the teacher. A teacher whose work day does not end at the place where the mandatory meeting is being held may consult with the supervisor hosting the mandatory meeting to request whether remote participation in a particular meeting is a viable option.

**Section J: Center-Based Substitutes**

The Board may consider the use of bargaining unit full-time licensed teachers as center-based full-time substitutes for use at SEDOL operated facilities. This Section does not in any way obligate the Board to implement such use.

**Section K: Itinerants Adverse Weather Conditions**

During adverse weather conditions which make driving hazardous, the itinerant teacher, within the teacher's professional and personal judgment, may alter the schedule for the day, so as to not endanger the teacher's personal safety, and to meet with as many of the regularly scheduled students as possible within those parameters. The teacher shall make all phone calls made necessary by alterations to the schedule, including to the teacher's supervisor.

**Section L: Professional Responsibility- Contractual Year**

Professional staff who have accepted the terms and conditions of a one (1) year contract with SEDOL will be expected to fulfill their one (1) year contractual agreement.

**Section M: Electronic IEP and SEDOL E-Mail Systems**

The District shall provide access to and training for usage of the SEDOL electronic IEP and e-mail systems. The scope and design of the training is at the discretion of the Administration and is not grievable.

## ARTICLE VIII

### COMPENSATION AND FRINGE BENEFITS

#### **Section A: Method of Compensation**

Each teacher shall receive compensation payments on the basis of twenty-four (24) pay periods. Paychecks shall be issued on the fifteenth (15th) of each month or the last business day prior thereto, and the last teacher workday or business day of each month. The first paycheck of the school year shall be August 31st. It is understood, however, that SEDOL will not issue any paychecks to employees whose first scheduled day of work is after August 31st. In such event, the employees will receive the first paycheck on the next payroll date.

#### **Section B: Payment**

During the summer months and during the school year, the Board shall, one (1) business day before the designated payday, electronically transmit for deposit each teacher's compensation payment to the teacher's designated financial institution of record. Additionally, the Board shall electronically mail each teacher's record of compensation payment (voided paycheck and pay stub) to the teacher's SEDOL e-mail address.

A newly employed teacher shall receive only the first compensation payment by mail to the teacher's address of record. In the event that a newly employed teacher's first compensation payment does not arrive at the teacher's address of record by the close of business on the day immediately following a payday, the Board, upon request of the newly employed teacher, shall issue a substitute compensation payment to the teacher the next business day (the second business day following payday). In such case, if and when the original compensation payment does arrive, the teacher shall immediately return it to the Board. If the teacher fails to immediately return the check, or cashes the check, the teacher shall be charged with the maximum interest available pursuant to law until either reimbursement is made or the issuance of the next check, which may be withheld.

During the school year, when the payday falls over winter break or spring break, the Board shall electronically deposit each teacher's compensation two (2) business days before the payday.

As a condition of employment, newly employed staff members will be required to provide, within the first week of employment, their designated financial institution of record, in order for compensation to be processed on their behalf.

#### **Section C: Insurance/ Fringe Benefit Fund**

##### **Subsection 1: Insurance**

Teachers who are employed at least thirty (30\*) hours per week ("eligible teacher") may enroll and participate in a SEDOL-offered health insurance program:

(\*Any teacher who, during the 2014-2015 school term, worked at least 21, but less than 30 hours per week and who was also enrolled in one of the health insurance options offered by SEDOL shall be considered an "eligible teacher" on a "grandfathered basis" and may continue to enroll and participate in one of the health insurance options so long as he/she works a minimum of 21 hours per week. However, if at any time in the future, said teacher ceases to participate, he/she shall lose "grandfathered status" and may not enroll or participate in one of the health insurance options offered by SEDOL until such time as said employee meets the minimum hours requirement.)

**Single**

- (1) For enrollment in a standard group hospital/major medical policy of insurance (PPO) as selected by the Board, the Board shall annually contribute 100% of the cost of single coverage.
- (2) For enrollment in a Health Maintenance Organization (such as HMO-IL), as selected by the Board, the Board shall annually contribute 100% of the cost of single coverage.
- (3) For enrollment in a Health Maintenance Organization (such as HMO-Blue), as selected by the Board, the Board shall annually contribute 100% of the cost of single coverage.

Except as otherwise provided herein, such coverage shall be for the twelve (12) month period commencing September 1 of each year. Nothing herein shall imply that the Board guarantees insurability of any teacher.

**Teachers hired by SEDOL to begin working before the 2011-2012 school year**

For each teacher who is eligible and wishes to enroll in the dual or family HMO coverage, the Board shall contribute the following amount toward the cost of the monthly premium:

For enrollment in the HMO-IL Plan, an amount not to exceed:

\$504.07

For enrollment in the HMO-Blue Plan, an amount not to exceed:

\$498.81

**Family**

For enrollment in the HMO-IL Plan, an amount not to exceed:

\$633.52

For enrollment in the HMO Blue Plan, an amount not to exceed:

\$628.26

**Teachers hired by SEDOL to begin working for or after the 2011-2012 school year**

For each teacher who is eligible and wishes to enroll in dual or family HMO coverage, the Board shall contribute the following amount toward the cost of the monthly premium:

\$425.00 for enrollment in dual or family coverage in either the HMO-IL or HMO-Blue Plan

Except as otherwise provided herein, such coverage shall be for the twelve (12) month period commencing September 1 of each year. Nothing herein shall imply that the Board guarantees insurability of any teacher.

- (4) The Board shall pay the premium cost for each teacher who works twenty-one (21) or more hours per week for fifty thousand dollars (\$50,000) in life insurance. Nothing herein shall imply the insurability of any teacher.
- (5) In addition, a dental insurance plan selected by the Board will be made available at each employee's expense.
- (6) The Board and the Union shall maintain a joint insurance committee of equal membership not to

exceed a total of 16 members, of which there shall be three (3) administrators, three (3) STU members, three (3) SSSA members and seven (7) other members who represent other employment groups in SEDOL but are not part of the bargaining unit. The Union shall appoint its members, all other members shall be selected by the Board. The purpose of the committee shall be to review and analyze current medical policies; claims data; proposals from any competitive bidding process; information concerning potential carriers; health insurance trends in the insurance and educational industries; legal changes affecting the provision of insurance benefits; insurance reserves; stop loss/reinsurance policies and limits; as well as other policies, with the goal being to make recommendations for a district-wide insurance plan likely to deliver medical coverage in the most cost-effective manner. The role of the committee shall be advisory only. SEDOL reserves the right, in its sole discretion, to modify its health, dental or vision insurance plans and its flexible spending account if SEDOL determines such modifications are necessary to avoid imposition of the "Cadillac Tax"; to comply with any provisions of the Affordable Care Act; or to insure SEDOL is not subject to fines, fees or excise taxes because any of its employees are eligible to obtain coverage on an insurance exchange. However, prior to implementing any modifications, the administration shall convene a joint insurance committee meeting to receive input concerning the proposed modifications. Such modifications may include, but are not limited to:

- (a) changes in plan design, or adding additional plans;
  - (b) replacing or adding additional insurance carriers;
  - (c) changes in benefit levels, deductibles, co-payments, Rx coverage. out-of-pocket maximums; or
  - (d) limiting the amount of salary reduction amounts under the Flexible Spending Accounts, etc.
- (7) If the spouse of a SEDOL employee is eligible for insurance coverage from his/her own employer-regardless whether the spouse actually enrolls in such insurance coverage - the spouse shall not be eligible to participate in SEDOL 's insurance coverage effective July 1, 2016. SEDOL reserves the right to require verification of the spouse's eligibility for insurance coverage from his/hers own employer.

### **Subsection 2: Selection**

- (1) Eligible teachers shall elect the option(s) which he/she desires to utilize by designating insurance/fringe benefit elections in writing on a SEDOL approved form with the Business Office no later than the last business day of the open enrollment period. A teacher's failure to make any changes to his/her health or dental plan elections during the open enrollment period shall be deemed to be a confirmation to maintain the previously selected options. However, a teacher must complete a new enrollment form each year to continue to participate in the SEDOL's flexible spending account plan. Eligible teachers employed after the start of the school term shall file such election within thirty (30) employment days of commencing employment with SEDOL.
- (2) Such election shall be irrevocable during the twelve (12) month period, unless the eligible teacher experiences a qualifying event.

### **Subsection 3: Miscellaneous Provisions**

- (1) For eligible teachers employed less than full-time (i.e., 35 hours per week), the Board shall contribute an allowance pro rata based upon the percentage of employment.

- (2) For eligible teachers working less than the full work year, the Board shall contribute an allowance pro rata based upon the percentage of full-year employment.
- (3) Premiums and costs shall be allocated to the year (commencing July 1) in which the coverage or event occurs, and without regard to billing date or date of presentation or invoice.
- (4) Anything in this Agreement to the contrary notwithstanding, the Board's obligation to continue any insurance coverage or other program hereunder shall cease as of August 31st of the year in which a teacher's employment with SEDOL terminates. However, if a teacher's employment terminates "mid-year (*i.e.*, anytime other than the end of a school year) or terminates at the end of a school year as a result of a teacher's retirement; then insurance coverage shall cease as of the last day of the month in which termination of employment occurs.
- (5) If at any time during the term of this Agreement an insufficient number of teachers elect to participate in either the group major medical policy of insurance(PPO) or the Health Maintenance Organization so as to endanger or preclude the continuation of the group, such participation shall be mandatory for such number of teachers as shall be required to maintain the group policy, teachers to be selected for such mandatory participation on a basis inverse to their seniority as defined in SEDOL policy.

#### **Subsection 4: Employee Assistance Program**

The Board shall provide an Employee Assistance Program ("EAP"). The selection of the particular EAP, including, but not limited to, the benefits provided and the provider, shall be in the sole discretion of the Board or its designee.

#### **Section D: Extended Calendar Compensation**

Teachers shall be paid additional compensation for required days of attendance in excess of one hundred eighty-five (185) days, pro rated on the basis of each individual teacher's annual salary. For the purpose of calculating a teacher's per diem, regardless whether it is used to calculate additional days of pay, or to calculate a dock day, the Business Office shall use the number of work days in the teacher's scheduled work year (not including the +/- adjustment.)

#### **Section E: Internal Substitution Compensation**

If the teacher is required to supervise a majority of the students of an absent teacher, additional compensation shall be paid to the supervising teacher at the rate of \$30 per clock hour, but not to exceed the daily substitute's rate of pay. If more than one (1) teacher shall each supervise a portion of the students present of an absent teacher, such additional compensation shall be shared proportionately. Any teacher claiming additional compensation under this provision must submit his/her timesheet within 30 days of the occurrence for additional compensation, except the month of May and June, which must be submitted by June 15.

This Section shall apply to a teacher who is required to substitute for an absent interpreter, teacher aide, or paraprofessional, provided said teacher is on planning time. This Section shall apply to a licensed school nurse who is required to substitute for an absent nurse, for all lost planning time.

This Section shall not apply if a teacher is assigned teaching duties and must assume responsibility for his/her students due to the absence of supportive service personnel.

If a supportive service personnel member is absent due to professional reasons, such as assemblies or field trips, no substitute compensation shall be due on the first such instance in any semester, provided SEDOL has made a reasonable effort to provide a qualified substitute.

## **Section F: Credit for Military Experience**

Credit for experience in the armed services of the United States shall be allowed as credit "elsewhere" up to three (3) years. A year of military service is defined to include no less than nine (9) months of any twelve (12) month period. The dates of induction and separation from active duty shall determine the period of service. Credits for military service shall be allowed only when the applicant has taught one (1) or more full years before his/her military service, except in the case of a teacher who has been drafted into military service prior to assuming his/her teaching duties, in which case credit shall be granted as described above.

## **Section G: Notification and Time of Movement to New Compensation Bracket**

Movement to a higher compensation bracket by reason of increased professional training shall occur only on the first and thirteenth paydays of the school year subject to the following conditions:

- (1) The teacher has notified the SEDOL Human Resources Department of his/her intent to advance on the compensation schedule by the last teaching day in the prior school term for compensation to be received on the first payday in the new year or notify the Human Resources Department by January 31 to receive compensation on the 13<sup>th</sup> payday.
- (2) The teacher submits official transcripts and/or official certificates of attendance for Continuing Education Units (CEU's) certifying the completion of coursework justifying advancement no later than thirty (30) calendar days after the first payday or thirteenth (13) payday.

Teachers who are on the step schedule may move a step or a lane, but not both, except that, one time every three years a teacher may receive both a step increase and one lane change during the same year. (For example, to receive both a step increase and one lane change for the 2022-2023 school year, a teacher must not have received both during the 2020-2021 and/or the 2021-2022 school years.) An exception shall be made for teachers who receive a Master's Degree who were on the BA Lane; these teachers may advance two (2) horizontal lanes and one step that year, but shall not be allowed to receive both a step increase and a lane change for the immediately following two school years.

## **Section H: Longevity Compensation**

### **Subsection 1: Stipend**

One (1) year after the teacher has reached the top of the compensation schedule, he/she shall be removed from the salary schedule and shall receive his or her last scheduled salary plus any scheduled longevity compensation. (Note, however, that no teacher shall advance into longevity for the 2017-2018 school year.) Such compensation shall continue until resignation or retirement from the district; provided, however, that if a teacher in longevity is eligible to, and elects to participate in the retirement incentive, then he or she shall receive the retirement incentive salary increases in lieu of longevity increases.

If a teacher in longevity earns additional educational credits and qualifies for a lane change, then he/she may elect to receive the increase in the longevity stipend, or the differential between his/her current base salary and the base salary that was in effect for his/her "new lane" on the salary schedule. (Note: For the term of this Agreement, a teacher in longevity who is eligible to change a lane, may, one time only, receive a longevity increase and a lane change increase. In no event shall a teacher in longevity be allowed a mid-year lane change.

Part-time teachers in longevity shall receive the increase in the longevity stipend every year, and the amount of the longevity increase shall be pro-rated according to their percentage of full-time employment.

Beginning with the 2013-2014 school year, only licensed staff in the MA, MA+15, MA+30, MA+45, MA+60, MA+75, MA+90, MA+105 or MA+120 lanes will be eligible for longevity compensation. However licensed staff who were at the top of the BA and BA+15 lanes and who received longevity compensation during the 2012-2013 school year shall be considered "grandfathered" and shall continue to receive longevity

compensation until resignation or retirement from the district.

For each year of this agreement, teachers in longevity shall have their prior year's salary (salary shall not include any extra earnings for internal substitution, missed prep periods, etc., but shall include any previously earned longevity pay) increased by the following percentages:

<b>Year in Longevity:</b>	<b>1<sup>st</sup> through 5<sup>th</sup></b>	<b>6<sup>th</sup> through 10<sup>th</sup></b>	<b>- 11<sup>th</sup> or more</b>
2022-2023	3.5%	3.0%	3.0%

No teacher in longevity shall earn less than the highest scheduled salary amount for his or her educational lane, plus \$100.

**Section I: Compensation to Teachers for Supervising Student Teachers**

If the college or university participating with SEDOL provides compensation for student teacher supervision, such compensation shall be provided directly to the teacher providing supervision.

**Section J: Teacher Mileage**

Teachers shall be reimbursed for the actual miles driven for all job related travel, in accordance with the following procedures:

- (1) All job related mileage to be approved for reimbursement shall be either pre-approved, or, the direct result of an assignment directed by the Administration.
- (2) Job related mileage shall be approved only after the teacher has reached his/her first business stop, and shall end when the teacher has reached his/her last business stop, of any working day. Mileage shall not be paid between the teacher's home and his/her first stop, or between the teacher's last stop and his/her home.
- (3) Teachers shall keep a mileage log on the appropriate form provided by the Business Office. This form shall be turned in to the teacher's supervisor once each month on a date specified by the Business Office.
- (4) Mileage reimbursement shall be paid in accordance with the above at the current rate allowable as a deduction by the Internal Revenue Service, provided that should the Internal Revenue Service change such rate during the life of this Agreement, the Board and Union agree to do likewise as soon thereafter as is practicable, but in any event within sixty (60) calendar days.

**Section K: Credits Applicable for Advancement**

A full-time licensed staff member who is eligible, shall advance a step for the 2022-2023, 2023-2024, and 2024-2025 school year. Alternatively, if he/she has credits applicable for advancement, he/she may elect to move a lane instead of a step (except that, one time only during a three year period, a teacher, who has credits applicable for advancement and room for step movement, may elect to move both a step and a lane - See Article VIII, Section G., Notification and Time of Movement for New Compensation Bracket. Teachers who are "frozen" in a lane for multiple years and then attain additional education, shall only be permitted lateral lane movement and may not advance multiple steps. For example, if a teacher was frozen on Step 10 of the BA lane for 5 years and then earned 15 additional education credits, he/she shall only be permitted to move to Step 10 of the BA+15 lane.

- (a) The teacher shall provide evidence that he/she is enrolled, and accepted, in a Master's Degree program leading toward a Master's Degree in Special Education or a pre-approved

related Master's Degree.

- (b) New employees shall be given compensation credit beyond the Bachelor's Degree, in accordance with the approved compensation schedule, providing that (i) such hours are graduate hours that have been earned after the completion of the BA degree, and (ii) the new employee can provide evidence that he/she is enrolled, and accepted, in a Master's Degree program leading toward a Master's Degree in Special Education, or a related Master's Degree.
- (2) Coursework beyond the BA, but prior to the MA
  - (3) Coursework above the MA
    - (a) New employees shall be granted credit for courses beyond the MA in accordance with approved compensation schedules, providing that such courses are graduate courses in Special Education or a related field, and such credits have been earned after the Master's degree has been granted.
    - (b) All courses granted for credit beyond the Master's Degree must be earned after the Master's Degree has been granted.
    - (c) All courses taken for credit beyond the Master's Degree must be pre-approved prior to enrollment.
    - (d) Pre-approved continuing education programs which are directly related to a teacher's duties may be approved for salary schedule advancement. Fifty (50) contact hours in a continuing education program or programs or five (5) Continuing Education Units (C. E. U. s) shall be considered the equivalent of three (3) semester hours of graduate credit. The teacher will present certification of the successful completion of the program from the program sponsor and document the contact hours or C. E. U. s awarded or granted. Credit will not be approved under this paragraph if SEDOL grants release time with pay to attend the program.
  - (4) Review of Requests to Pre-Approve Coursework for Compensation Advancement:

A committee shall consist of one (1) member of the Union and one (1) member of the Administration to review staff requests to pre-approve coursework leading to advancement.
  - (5) Alternatively, a teacher may be granted credit for undergraduate or graduate coursework if such coursework is directly related to the teacher's assignment, and if such coursework is so approved by the SEDOL Superintendent or Superintendent's designee.

**Section L: Payment to Illinois Teachers' Retirement System**

**From the amount set forth in the Compensation Schedules, the Board shall remit for each teacher the required percentage of the amount stated therein to the Illinois Teachers' Retirement System to be applied for the retirement account of such teacher. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code.**

- (1) The balance of the compensation due each teacher pursuant to such Compensation Schedule shall be payable to the teacher in installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher pursuant to the teacher's request. Such withholding shall include any and all additional amounts required to be paid to the Illinois Teachers' Retirement System for the account of such teacher.

- (2) The Union and each teacher shall indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reasons of a faithful payment of contributions to the Illinois Teachers' Retirement System pursuant to the provisions of this Section. No claim, demand, action or suit which shall assert liability of the Board and/or the Union shall be settled or compromised in any manner without the express written consent of both parties.
- (3) The Board shall pay to the Illinois Teachers' Retirement System any amount due the Illinois Teachers' Retirement System on the amount contributed by the Board toward the Insurance/Fringe Benefit Fund stated in Section C above. This payment to ITRS shall be above and beyond any other compensation provided for elsewhere in this Agreement.

### **Section M: Compensation Schedules**

The Board reserves the right to reopen this Agreement to address salary and/or any other economic provisions with the Union if Illinois state legislation is enacted, or a court decision related to such Illinois state legislation is rendered, which affects SEDOL so as to "significantly impact"\* its ability to provide the pay and benefits set forth under this Agreement. In the event of such an occurrence, the Board shall notify the Union in writing and the parties agree to reopen the economic provisions and commence negotiations. \*The phrase "significantly impact" shall be defined as the loss of revenue or new expenditures of one million dollars (\$1,000,000) during the life of this Agreement.

Part-time staff members shall be eligible for pay increases every year and their salary shall be pro-rated according to their percentage of full time employment. In the event of a decrease in the step/ lane on which a part-time staff member is placed, the District shall continue to pay the prior year's base pay, pro-rated according to the part-time staff member's percentage of full-time employment.

Teachers who at hire date hold a Master's Degree which requires sixty (60) or more hours of credit shall be initially placed in the MA +30 Column. Teachers may be required to present certification of the requirement for the sixty (60) Hour Masters.

Teachers who at hire date hold a sixty (60) hour Masters shall have a one hundred eighty five (185) day work year. All other teachers, licensed school nurses, speech-language pathologists, vocational facilitators, and educational diagnosticians shall have a one hundred eighty (180) day work year, unless the host district in which the teacher is placed conducts a regularly scheduled work year which is longer than one hundred eighty (180) days (excluding "snow" days); in such case, the staff member shall have a standard work year equal in length to the host district's.

### **Section N: Tuition Reimbursement**

The Board shall establish a fund in the amount of eighty thousand dollars (\$80,000) annually for payment for tuition reimbursement (inclusive of all required fees and/or charges). Up to \$10,000 of unused funds may be rolled over to the following year. A teacher may make application for tuition reimbursement for up to eighteen (18) semester hours per school year for pre- approved graduate coursework upon successful completion of the course.

Teachers requesting reimbursement shall fulfill the requirements listed below in order to be eligible for graduate course tuition reimbursement:

- (1) Request and receive signed pre-approval for the graduate course(s) from the Human Resources Department and the Union prior to the beginning date of the graduate course.
- (2) Submit official receipts for the pre-approved graduate course(s) on or before September 30 of the school year following completion of the studies to the Human Resources Department. Graduate courses eligible for pre-approval shall be defined as:
  - (a) Graduate coursework leading to the completion of a Post-Graduate Degree program in

special education or related field of study.

- (b) Graduate coursework leading to licensure in special education or a related field.
  - (c) Graduate coursework in special education or a related field, or in a field related to the teacher's assignment.
- (3) Submit official transcripts for the pre-approved graduate course(s) to the Human Resources Department on or before October 15 of the school year following completion of the studies.
  - (4) Resubmit for pre-approval any graduate coursework that is not completed during the year for which it was applied, in order to be eligible for reimbursement in the subsequent year.

Failure to submit the required documentation (pre-approval form on file, official transcripts, and receipts) for reimbursement by October 15 shall result in the inability of the teacher to receive reimbursement. To qualify for tuition reimbursement the teacher must return as a regular employee of SEDOL the September following completion of their coursework, or in the event a teacher has an approved leave of absence commencing that September, upon that teacher's return to regular employment. he/she will be reimbursed.

From the fund designated by the Board, if all requests for reimbursements do not exceed the amount in the Tuition Reimbursement Fund, then and only then shall all teachers submitting reimbursement requests receive the lesser of the actual cost of tuition (inclusive of all required fees and/or charges), or the hourly rate (inclusive of all required fees and/or charges) charged by Northern Illinois University (NIU) for graduate coursework during the year in which the staff member completed the course(s) for which reimbursement is being requested. Teachers who were not fully reimbursed because their tuition costs exceeded the NIU rate will then receive a prorata portion of any remaining funds. In no case will reimbursement exceed the actual cost of tuition.

If, however, the sum total of reimbursement requests exceeds the amount in the Tuition Reimbursement Fund then all teachers shall receive a prorated percentage of the reimbursement to which they are entitled, rounded to the highest tenth of percent that does not use up the fund, to be determined annually by the Union.

Teachers employed less than full-time shall receive reimbursement pro rata based upon the percentage of employment.

Teachers shall not be eligible for tuition reimbursement for coursework completed while on an approved leave of absence, including sabbatical leaves.

Teachers shall receive reimbursement as soon as is practicable following November 15 of each year.

If teachers shall receive notice of the amount of reimbursement, if any, to which they are entitled (before any percentage reduction because of claims in excess of the fund total) no later than October 31.

**Section O: Placement on Compensation Schedule for Teachers Who Have Resigned or Retired**

In the event a teacher resigns from SEDOL and seeks to return to SEDOL as an employee, said employee shall be placed no lower than the same salary step as when the teacher resigned, less one (1) step for each year in excess of (1) years absence (e. g. , an eleven [11] step employee resigns and returns three [3] years later; therefore, the employee is placed no lower than step nine [9] of the salary schedule).

In the event a teacher retires from SEDOL and seeks to return to SEDOL as an employee, said employee shall be placed on the salary schedule at the lower of step twelve (12) or actual placement in final year prior to retirement.

**Section P: Status Quo Upon Expiration of the Agreement**

If in the event the contract expires and neither a new contract has been ratified nor the old contract renewed or rolled over, each teacher shall remain on the salary schedule and receive the benefits under the expired contract. Only upon renewal or ratification of a new contract shall the teachers advance on the salary schedule or receive any other additional benefits.

**Section Q: Wisconsin State Taxes**

All employees who are residents of Wisconsin shall file a Wisconsin W-4 form (or equivalent) with the Business Office. The Board will allow payroll deduction for employees subject to Wisconsin State taxes.

**Section R: Direct Deposit**

Unless a teacher provides SEDOL with a letter stating that the teacher does not utilize any financial institution, all teachers' paychecks will be forwarded through electronic direct deposit to an account in a financial institution of the teacher's choice. The cost shall be borne by SEDOL. Those teachers who do not utilize a financial institution shall have their paycheck mailed to their residence on record at SEDOL.

**Section S: Section 125 Plan**

A joint committee consisting of three (3) members of the Union and three (3) members of the Board (or its designees) shall be formed as needed to interview and recommend to the Board a third-party administrator for a Section 125 Plan. The costs of the plan shall be charged to the participating employees.

**Section T: Recruitment Incentives**

For professional employee categories in which recruitment efforts have failed to fill a vacancy, the Superintendent or designee shall have the discretion to provide a recruitment/retention incentive not to exceed five thousand dollars (\$5,000). SEDOL shall have the discretion to pay such incentive dollars over a single or multi-year period. The administration shall notify the Union of any incentives provided pertaining to their members.

**Section U: Retirement Incentive**

To be eligible to participate in the Retirement Incentive Plan, a teacher shall have completed 5 years of teaching service to SEDOL upon the date of his/her resignation for the purpose of retirement. Additionally, the teacher must not have received a greater than 6%\* increase in creditable earnings for any of the years that will be used by TRS to calculate his or her final average salary.

If these requirements are met, a teacher who submits an irrevocable notice of intent to resign for the purpose of retirement to the Human Resources office in accordance with the guidelines below shall receive the following retirement incentive:

From August 16, 2022, until August 15, 2023, a teacher may elect to retire at the end of the 2023-2024, 2024-2025, 2025-2026 or 2026-2027 school term and receive up to four years of retirement incentive.

From August 16, 2023, until August 15, 2024, a teacher may elect to retire at the end of the 2024-2025, 2025-2026, 2026-2027, or 2027-2028 school term and receive up to four years of retirement incentive.

From August 16, 2024, until August 15, 2025, a teacher may elect to retire at the end of the 2025-2026, 2026-2027, 2027-2028, or 2028-2029 school term and receive up to four years of retirement incentive.

The retirement incentive shall be calculated by increasing the base salary paid to the retiring staff member during the prior year by five and one quarter percent (5.25%) for one, two, three or four years, depending on

the length of retirement incentive selected. The teacher must actually work or use paid leave time to receive his/her salary and retirement incentive, any change in employment circumstances, such as transferring to a part-time from a full-time position, will result in an adjustment to the salary and retirement incentive.

Base salary is defined as salary plus longevity (if applicable) as shown on the compensation schedule.

In no event may such Teacher's total creditable earnings, as defined by ITRS, exceed six percent (6%) of the prior year's total creditable earnings such that the Board will incur funding liabilities on behalf of the teacher. A teacher shall not receive horizontal and vertical lane advancement in any year during which a retirement incentive is received. Should extra pay or duties result in an amount in excess of six percent (6%) in any retirement incentive year, adjustments will be made to such Teacher's salary so as not to exceed the six percent (6%) ITRS limit.

Nothing herein shall limit the right of the Board to offer additional retirement incentives to individual teachers. The Union shall consider any such additional incentives offered by the Board as non- precedential with respect to individual teacher and future contractual agreements between the Board and the Union.

Legislative Changes: In the event any legislation is enacted that would impose a penalty or any cost on SEDOL for providing this retirement incentive, the benefit shall cease to exist in its present form, for licensed members who submitted their notice of intent to retire under the terms of this 2022-2025 Agreement, effective upon the imposition of such penalty. However, prior to the cessation of the retirement incentive, the parties agree to reopen this Article VIII. U and bargain over any modifications that would enable SEDOL to provide an alternative retirement benefit to licensed staff members. It is expressly understood that any such alternative retirement benefit shall not require SEDOL to incur any greater costs than are already contemplated under this Article.

#### **Section V: Tax Sheltered Annuity (403b Plan)**

All teachers may enroll for deduction of compensation and payment to a tax sheltered annuity or other approved program in accordance with SEDOL's 403(b) Plan.

#### **Section W: State and National Board Certification Stipend**

Each teacher who holds the National Board for Professional Teacher Standards (NBPTS) certification and provides notice of such certification to the District no later than the first day of a school year shall be entitled to an annual stipend of two thousand dollars (\$2,000).

Each teacher who holds certain other national or state certification/licensure shall be entitled to reimbursement for certification/licensure fees up to a maximum of two hundred fifty dollars (\$250) per year if the teacher provides notice of fees payment to the District no later than the last day of the school term in which fees were paid. Such certifications/licensures eligible for fees reimbursement are limited to the following: Academy for Certification of Vision Rehabilitation and Education Professionals' Certified Low Vision Therapist (CLVT), Certified Orientation and Mobility Specialist (COMS), and Certified Vision Rehabilitation Therapist (CVRT); American Speech-Language-Hearing Association's Certificate of Clinical Competence (CCC); National Association of School Psychologists' Nationally Certified School Psychologist (NCSP); The Illinois Department of Financial & Professional Regulation's Licensed Clinical Social Worker (LCSW); National Association of School Nurses' National Board Certified School Nurse (NCSN); National Board for Certified Counselors' National Board Certified School Counselor (NBCC); and, Commission on Certification of Work Adjustment and Vocational Evaluation Specialists' Certified Vocational Evaluation Specialist (CVE).

#### **Section X: Compensation for Extended School Year**

Teachers/Social Workers/Psychologists/Speech Language Pathologists/Certified School Nurses

2022-2023: \$179 per day

2023-2024: \$182 per day

2024-2025: \$185 per day

Such payment shall be based on a 4-hour work day.

Staff working ESY shall also be compensated for a total of 2 hours of preparation time based on the applicable daily rate.

**Section Y: Lump Sum Bonuses**

Returning staff members who were employed with SEDOL during the 2021-2022 school year and are on the salary schedule in the 2022-2023 school year will receive a one-time lump sum bonus of \$500 in the 2022-2023 school year.

Staff members receiving the longevity stipend during the 2022-2023 school year will receive lump sum bonus of \$500 each year of this Agreement.

Staff members receiving the retirement incentive during the 2022-2023 school year will receive a one-time lump sum bonus of \$500 post-retirement, provided that they work through the date of retirement indicated on the notice of intent to retire.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### **Section A: Primary Purpose**

The primary purpose of this procedure is to secure the lowest level possible equitable solution to the problems of the parties covered by this Agreement.

#### **Section B: Definition**

A grievance shall be a complaint that there has been a violation or a misinterpretation of any of the provisions of this Agreement.

#### **Section C: Procedure - Formal**

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications.

An informal meeting may occur between the immediate supervisor and:

- (1) A teacher in person on the teacher's own behalf.
- (2) A teacher accompanied by a Union representative.
- (3) A Union representative if the teacher so requests.
- (4) A Union representative in the name of the Union.

If, however, such informal process fails to satisfy the employee, a grievance may be processed as follows:

#### **Step 1**

(The problem stated in writing may be submitted as a grievance to the immediate supervisor, provided such shall be filed no later than one calendar month (e.g., a grievance occurring February 15 must be filed on or before March 15) from the date of the occurrence of the incident or event giving rise to the grievance. Within seven (7) school days after receipt of the grievance, the supervisor shall meet with the grievant, who may be accompanied thereat by a representative of the Union. Within ten (10) school days of such meeting, the supervisor shall submit a written response to the grievant. A copy of such response shall be concurrently submitted to the Union President or designee.

#### **Step 2**

If the grievance is not resolved at Step 1, then within fifteen (15) school days after receipt of the supervisor's decision, the Union may appeal the supervisor's decision to the Superintendent. Within seven (7) school days after receiving the appeal, the Superintendent or designee shall meet and confer with the grievant and the Union on the grievance with the view to arriving at a mutually satisfactory adjustment. Within ten (10) school days of such meeting, the Superintendent or designee shall submit a written response to the grievant, and a copy of such response shall be concurrently submitted to the Union President or designee.

#### **Step 3**

(The Union may appeal from the determination of the Superintendent by submitting a demand in writing the Superintendent within fifteen (15) school days of such decision that the matter be carried forward to final and binding arbitration. If the Union makes a demand to arbitrate, a representative from the Union shall

contact the Employer's representative within seven (7) calendar days of the submission of the demand, to attempt to select an arbitrator. Each party may submit a panel of five (5) arbitrator's names to the other. If the parties are unable to agree on an arbitrator within fourteen (14) calendar days of the Union's initial contact, the parties shall request a panel of arbitrators from the American Arbitration Association, or if the parties mutually agree, the arbitrator may be secured from the Federal Mediation and Conciliation Service. The cost of the arbitrator and of his/her selection shall be shared equally by the Board and the Union.

**Section D: General Provisions**

- (1) The grievant may be present at all steps of the grievance procedure.
- (2) In all steps of the grievance procedure when it becomes necessary for any SEDOL employee to be involved in any meeting or hearing prescribed herein during school hours, such employee shall be excused with pay for that purpose. In pursuing the grievance procedure, all parties shall present all known relevant information at the lowest possible level.
- (3) No teacher at any stage of the grievance procedure shall be required to meet with an administrator without Union representation.
- (4) If a grievance arises from the action of any authority higher than the area supervisor, the Union may present such grievance at the appropriate step of the grievance procedure.
- (5) Failure at any step of this procedure to properly communicate the decision on the grievance within the specified time limits shall permit lodging an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance.
- (6) The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
- (7) Teachers shall be free to lodge and to persevere in a grievance without interference or penalty.
- (8) All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## ARTICLE X

### DURATION AND RELATED TECHNICAL CLAUSES

**Section A:**     **Complete Understanding**

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

**Section B:**     **Separability**

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be deleted from this Agreement to the extent that it is contrary to law. The remaining provisions shall remain in full force and effect to the extent permitted by law.

**Section C:**     **Board Policy**

This Agreement shall supersede any Board policy with which it is in conflict. Individual teacher contracts shall conform to the provisions of this Agreement and shall hereafter so state. It is acknowledged such individual teacher contracts represent not only a commitment by the Board to provide employment but a professional commitment by the teacher to remain in employment during the full term of such contract.

**Section D:**     **Future Negotiations**

The parties agree to commence negotiations for a Successor Agreement at a mutually acceptable date following the Union's request to do so, but in no event later than April 15 of the year of termination of this Agreement.

**Section E:**     **Effective Date**

This Agreement shall be effective August 16, 2022.

**Section F:**     **Duration**

This Agreement shall terminate August 15, 2025.

**Section G:**     **No Strike Clause**

The Union, its members, or its representatives or any employee covered by this Agreement, agree not to engage in, authorize or instigate any strike, slowdown, or other refusal to render full and complete services to SEDOL during the life of this Agreement or any extension thereof.

**Section H:**     **Management Rights**

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the Board which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

**Section I:**     **Typing and Printing of Agreement**

The Board shall assume responsibility and cost related to the typing of this Agreement for execution by the

parties.

The Union and the Board shall alternately assume responsibility and cost for duplicating the Agreement in a sufficient quantity to meet the needs of the parties, the number of which shall be mutually agreed between the Board and the Union. The format of the Agreement shall be similar to that of the 2012-2015 Agreement.

**IN WITNESS WHEREOF:**

Carey McHugh  
President

SEDOL Governing Board

Dated: 12/7/2022

Michelle L Clark 12/2/22  
President

SEDOL Teachers' Union

Dated: 12/2/22

Amy Koester  
STU/IFT Bargaining Committee Member

Dated: 11/29/22

Dennis Smith  
STU/IFT Bargaining Committee Member

Dated: 12/2/22

Laura Sutton  
STU/IFT Bargaining Committee Member

Dated: 12-5-22

J. E. Jones  
STU/IFT Bargaining Committee Member

Dated: 12-7-22

\_\_\_\_\_  
STU/IFT Bargaining Committee Member

Dated: \_\_\_\_\_

**APPENDIX A**  
**SEDOL DISTRICT 825**

**Compensation Schedule - Index**

<b>Years</b>	<b>STEP</b>	<b>BA</b>	<b>BA15</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>	<b>MA45</b>	<b>MA60 QPE</b>	<b>MA75 QPE15</b>	<b>MA90 QPE30</b>	<b>MA105 QPE45</b>	<b>MA120 QPE60</b>
0	1	1.000	1.060	1.120	1.180	1.240	1.300	1.360	1.420	1.480	1.540	1.600
1	2	1.037	1.100	1.162	1.224	1.286	1.349	1.411	1.473	1.535	1.598	1.660
2	3	1.076	1.141	1.205	1.270	1.334	1.399	1.464	1.528	1.593	1.657	1.722
3	4	1.116	1.183	1.250	1.317	1.384	1.451	1.518	1.585	1.652	1.719	1.786
4	5	1.158	1.228	1.297	1.367	1.436	1.506	1.575	1.645	1.714	1.784	1.853
5	6	1.202	1.274	1.346	1.418	1.490	1.562	1.634	1.706	1.778	1.850	1.922
6	7	1.246	1.321	1.396	1.471	1.546	1.620	1.695	1.770	1.845	1.920	1.994
7	8	1.293	1.371	1.448	1.526	1.603	1.681	1.759	1.836	1.914	1.991	2.069
8	9	1.341	1.422	1.502	1.583	1.663	1.744	1.824	1.905	1.985	2.066	2.146
9	10	1.392	1.475	1.559	1.642	1.726	1.809	1.893	1.976	2.060	2.143	2.227
10	11		1.530	1.617	1.704	1.790	1.877	1.963	2.050	2.137	2.223	2.310
11	12		1.588	1.677	1.767	1.857	1.947	2.037	2.127	2.217	2.306	2.396
12	13		1.647	1.740	1.833	1.927	2.020	2.113	2.206	2.299	2.393	2.486
13	14		1.709	1.805	1.902	1.999	2.095	2.192	2.289	2.385	2.482	2.579
14	15		1.772	1.873	1.973	2.073	2.174	2.274	2.374	2.475	2.575	
15	16			1.943	2.047	2.151	2.255	2.359	2.463	2.567		
16	17			2.015	2.123	2.231	2.339	2.447	2.555			
17	18			2.091	2.203	2.315	2.427	2.539				
18+	19			2.169	2.285	2.401	2.518					

**APPENDIX B**  
**SEDOL DISTRICT 825**

**2022-23 Salary Schedule**

STEP			BA	BA15	MA	MA15	MA30	MA45	MA60 QPE	MA75 QPE15	MA90 QPE30	MA105 QPE45	MA120 QPE60
1			42,807	45,375	47,944	50,512	53,081	55,649	58,218	60,786	63,354	65,923	68,491
2			44,391	47,088	49,742	52,396	55,050	57,747	60,401	63,055	65,709	68,406	71,060
3			46,060	48,843	51,582	54,365	57,105	59,887	62,669	65,409	68,192	70,931	73,714
4			47,773	50,641	53,509	56,377	59,245	62,113	64,981	67,849	70,717	73,585	76,453
5			49,571	52,567	55,521	58,517	61,471	64,467	67,421	70,418	73,371	76,368	79,321
6			51,454	54,536	57,618	60,700	63,782	66,865	69,947	73,029	76,111	79,193	82,275
7			53,338	56,548	59,759	62,969	66,180	69,347	72,558	75,768	78,979	82,189	85,357
8			55,349	58,688	61,985	65,323	68,620	71,959	75,298	78,594	81,933	85,229	88,568
9			57,404	60,872	64,296	67,763	71,188	74,655	78,080	81,547	84,972	88,439	91,864
10			59,587	63,140	66,736	70,289	73,885	77,438	81,034	84,587	88,182	91,735	95,331
11				65,495	69,219	72,943	76,625	80,349	84,030	87,754	91,479	95,160	98,884
12				67,978	71,787	75,640	79,493	83,345	87,198	91,050	94,903	98,713	102,566
13				70,503	74,484	78,465	82,489	86,470	90,451	94,432	98,413	102,437	106,418
14				73,157	77,267	81,419	85,571	89,681	93,833	97,985	102,095	106,247	110,399
15				75,854	80,178	84,458	88,739	93,062	97,343	101,624	105,947	110,228	
16					83,174	87,626	92,078	96,530	100,982	105,434	109,886		
17					86,256	90,879	95,502	100,126	104,749	109,372			
18					89,509	94,304	99,098	103,893	108,687				
19					92,848	97,814	102,780	107,788					

Longevity:  
Yrs 1 - 5 - 3.5%  
Yrs 6 - 10 - 3%  
Yrs 11 + - 3%

**APPENDIX C**  
**SEDOL DISTRICT 825**

**2023-24 Salary Schedule**

STEP	BA	BA15	MA	MA15	MA30	MA45	MA60	MA75	MA90	MA105	MA120	
							QPE	QPE15	QPE30	QPE45	QPE60	
1		43,792	46,420	49,047	51,675	54,302	56,930	59,557	62,185	64,812	67,440	70,067
2		45,412	48,171	50,886	53,601	56,317	59,075	61,791	64,506	67,221	69,980	72,695
3		47,120	49,967	52,769	55,616	58,419	61,265	64,111	66,914	69,761	72,563	75,410
4		48,872	51,806	54,740	57,674	60,608	63,542	66,476	69,410	72,344	75,278	78,213
5		50,711	53,777	56,798	59,864	62,885	65,951	68,972	72,038	75,059	78,125	81,147
6		52,638	55,791	58,944	62,097	65,250	68,403	71,556	74,709	77,862	81,015	84,168
7		54,565	57,849	61,134	64,418	67,702	70,943	74,227	77,512	80,796	84,081	87,321
8		56,623	60,039	63,411	66,827	70,199	73,614	77,030	80,402	83,818	87,190	90,606
9		58,725	62,272	65,776	69,323	72,826	76,373	79,877	83,424	86,927	90,474	93,978
10		60,958	64,593	68,272	71,906	75,585	79,220	82,898	86,533	90,212	93,846	97,525
11			67,002	70,812	74,622	78,388	82,198	85,964	89,774	93,584	97,350	101,160
12			69,542	73,439	77,380	81,322	85,263	89,204	93,146	97,087	100,984	104,926
13			72,125	76,198	80,271	84,387	88,460	92,532	96,605	100,678	104,794	108,867
14			74,841	79,045	83,292	87,540	91,744	95,992	100,240	104,444	108,692	112,940
15			77,599	82,022	86,402	90,781	95,204	99,583	103,962	108,385	112,764	
16				85,088	89,642	94,197	98,751	103,305	107,860	112,414		
17				88,241	92,970	97,700	102,429	107,159	111,889			
18				91,569	96,474	101,378	106,283	111,188				
19				94,985	100,065	105,145	110,268					

Longevity:  
 Yrs 1 - 5 - 3.5%  
 Yrs 6 - 10 - 3%  
 Yrs 11 + - 3%

**APPENDIX D**  
**SEDOL DISTRICT 825**

**2024-25 Salary Schedule**

STEP	BA	BA15	MA	MA15	MA30	MA45	MA60 QPE	MA75 QPE15	MA90 QPE30	MA105 QPE45	MA120 QPE60
1	44,799	47,487	50,175	52,863	55,551	58,239	60,927	63,615	66,303	68,990	71,678
2	46,457	49,279	52,056	54,834	57,612	60,434	63,211	65,989	68,766	71,589	74,366
3	48,204	51,116	53,983	56,895	59,762	62,674	65,586	68,453	71,365	74,232	77,144
4	49,996	52,997	55,999	59,000	62,002	65,003	68,005	71,006	74,008	77,009	80,011
5	51,877	55,013	58,104	61,240	64,331	67,467	70,558	73,694	76,785	79,921	83,013
6	53,848	57,074	60,299	63,525	66,751	69,976	73,202	76,427	79,653	82,878	86,104
7	55,820	59,179	62,539	65,899	69,259	72,574	75,934	79,294	82,654	86,014	89,329
8	57,925	61,419	64,869	68,363	71,813	75,307	78,801	82,251	85,745	89,195	92,689
9	60,075	63,704	67,288	70,917	74,501	78,129	81,713	85,342	88,926	92,555	96,139
10	62,360	66,079	69,842	73,560	77,323	81,041	84,805	88,523	92,286	96,004	99,767
11		68,542	72,440	76,337	80,190	84,088	87,940	91,838	95,735	99,588	103,486
12		71,141	75,128	79,160	83,192	87,224	91,256	95,287	99,319	103,306	107,338
13		73,784	77,950	82,117	86,328	90,494	94,660	98,827	102,993	107,204	111,370
14		76,561	80,862	85,208	89,553	93,854	98,199	102,545	106,846	111,191	115,537
15		79,384	83,909	88,388	92,868	97,393	101,873	106,353	110,878	115,357	
16			87,044	91,704	96,363	101,022	105,681	110,340	114,999		
17			90,270	95,108	99,947	104,785	109,623	114,461			
18			93,675	98,692	103,710	108,727	113,745				
19			97,169	102,366	107,562	112,804					

Longevity:  
Yrs 1 - 5 - 3.5%  
Yrs 6 - 10 - 3%  
Yrs 11 + - 3%

**APPENDIX E**  
**SEDOL DISTRICT 825**

**SPECIAL EDUCATION DISTRICT OF LAKE COUNTY**  
18160 W Gages Lake Road, Gages Lake, Illinois 60030-1819  
847-548-8470 Fax 847-548-8472 VP 224-207-8476  
[www.sedol.us](http://www.sedol.us)



**Laura M. Wojcik, Ed.D.**  
Assistant Superintendent  
Human Resources

**SEDOL STU SICK LEAVE BANK AUTHORIZATION FORM**

I, the undersigned hereby declare that I wish to be a participant in the Sick Leave Bank of the Special Education District of Lake County.

I understand that, in order to be a participant, I am donating two (2) of my accumulated sick leave days to the sick leave bank; I further understand that no further donations will be required, except that, if in a future year the total number of days in the sick leave bank falls below twenty-five (25) in total, I shall contribute one (1) additional day. I understand that these donations are irrevocable.

In return for the above, in submitting this signed Authorization Form in a timely manner, I am a full participant in the SEDOL Sick Leave Bank, entitled to all of its benefits, until termination of employment with SEDOL, or until I discontinue my participation by submitting a written notice to the Union.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT OR TYPE YOUR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE ZIP:** \_\_\_\_\_

**PLEASE KEEP A COPY OF THE COMPLETED FORM FOR YOUR RECORDS**

In order to be effective for the current school year, **this form must be submitted to the Assistant Superintendent of Human Resources and the SEDOL Teachers' Union president by September 1st.** Please see eligibility and details in the SEDOL Teachers Union bargaining agreement, Article VI, Section O: Sick Leave Bank.