

AGREEMENT

NDSEC EDUCATION ASSOCIATION

AND

GOVERNING BOARD  
NORTH DUPAGE SPECIAL EDUCATION COOPERATIVE

The Length of the Agreement Shall be Four Years

2015-2016

2016-2017

2017-2018

2018-2019

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## **INTRODUCTION AND PREAMBLE**

This Agreement is made and entered into by and between the GOVERNING BOARD OF THE NORTH DUPAGE SPECIAL EDUCATION COOPERATIVE (NDSEC), Roselle, DuPage County, Illinois, hereinafter referred to as the “Board” and the NDSEC EDUCATION ASSOCIATION, HEREINAFTER REFERRED TO AS THE “Association”.

**ARTICLE I**  
**RECOGNITION**

I-1 RECOGNITION

The Board agrees that the Association is the sole and exclusive bargaining agent for all full and part-time licensed personnel employed directly by NDSEC, including psychologists and social workers, excluding all managerial, supervisory and confidential employees as defined in the Illinois Educational Labor Relations Act.

## **ARTICLE II**

### **ASSOCIATION AND BOARD RIGHTS AND RESPONSIBILITIES**

#### **II-1 SUCCESSOR AGREEMENT**

This Agreement shall be binding upon the successors and assigns to the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, withdrawal or assignment of either party hereto or by the change geographically or any change in the membership in the Cooperative or otherwise in the location or place of business of either party.

#### **II-2 MEETINGS WITH EXECUTIVE DIRECTOR**

Upon request of the Association President or his/her designee, the Executive Director or his/her designee will meet quarterly at a mutually agreeable date/time to discuss the implementation of this agreement or other school matters affecting teachers in the NDSEC Programs.

#### **II-3 BOARD AGENDA**

The Association shall have a place on the agenda of regularly scheduled Board meetings provided it gives notice to the Executive Director before the agenda is made up for such meeting. The Association President and NDSEC employees will be furnished with an electronic copy of regular and special Board agendas when they are prepared via e-mail. They will also receive minutes of such meetings in the same manner.

#### **II-4 NEW EMPLOYEES**

The Association President will be supplied with the name, home address and telephone number of a teacher employed by the Board within fourteen (14) calendar days after the member has signed a contract, unless the teacher objects.

#### **II-5 VACANCIES**

If the Board determines that a vacancy exists, the Board shall email a vacancy notice for said position through NDSEC email to all employees.

#### **II-6 MAILBOXES/BULLETIN BOARDS**

The Association shall have the right to use teacher mailboxes and school bulletin boards at NDSEC-maintained facilities for the purpose of Association communication. All such communications shall contain no material which attacks the character of any Board member or employee.

## II-7 USE OF BUILDING SPACE

The Association shall be permitted the use of a NDSEC-maintained school building room at reasonable hours for the purpose of holding meetings. Except in cases of emergency, this request to use the building will be made three (3) working days in advance of the meeting. When special custodial services are required or any damages occasioned by such use, the Board may charge the Association for costs incurred.

## II-8 DUPLICATING EQUIPMENT

The Association will have the right to use the school duplicating equipment. The Association agrees that it will furnish necessary supplies and that its use of the equipment will not interfere with the normal educational and/or business use of the equipment. The Association shall promptly reimburse the Board for the cost to repair any damage occasioned by such use.

## II-9 FAIR SHARE AGREEMENT

- A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- B. It will be the responsibility of the Association to notify the NDSEC Director of Business & Operations of all bargaining unit employees from whom a fair share fee shall be deducted. The Association shall annually provide written notification to the Director of Business & Operations of the amount required for member fees and fair share deductions.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

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

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

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

## **ARTICLE III**

### **SENIORITY AND REDUCTION IN FORCE**

#### **III-1 SENIORITY LIST**

The Board shall keep an updated seniority list of all bargaining unit members covered by this Agreement.

#### **III-2 SENIORITY DEFINITION**

Seniority shall be defined as the length of continuous service an employee has as a teacher at NDSEC. If length of service is the same, 1) date of employment, then 2) date of signed contract, then 3) lottery will be the determining factor. Seniority shall commence when an employee is first hired by the Board. All part-time teachers working 50% or more shall accrue seniority half a year for each year worked.

#### **III-3 REDUCTION-IN-FORCE PROCEDURES**

If the Board determines, because of economic necessity, to decrease the number of teachers or to discontinue some particular type of teaching service, among teachers qualified to hold a position, teachers shall be honorably dismissed in the order of their Groupings, with teachers in Grouping 1 dismissed first and teachers in Grouping 4 dismissed last.

#### **III-4 JOINT COMMITTEE ON RIF**

A Reduction in Force joint committee composed of six members, three each appointed by the Cooperative and the Association respectively, will be created to address the matters set forth in Section 24-12 of the Illinois School Code.



**ARTICLE IV**  
**WORKING CONDITIONS**

**IV-1 NOTIFICATION OF ASSIGNMENT**

Preliminary written notice will be given to each teacher of any change in assignment for the following school term by May 1 of the preceding school term. Notification will include school, classroom (program) and special or unusual assignments. Changes in a teacher's assignment will be discussed between Administration and the Teacher.

**IV-2 PHYSICAL FACILITIES**

The Board shall provide each teacher with a lap top computer, mobile tablet, or comparable technology, desk, and chair and file facility consistent with the availability of supplies. It is the responsibility of NDSEC to ensure that all or part of the file facilities is equipped with a lock.

**IV-3 PROFESSIONAL DEVELOPMENT**

- A. The Executive Director may grant permission with or without pay to teachers to attend professional development opportunities. NDSEC may also provide for the reimbursement of expenses incurred. The granting or withholding of such permission shall be within the sole discretion of the Executive Director and shall be non-precedential with respect to any other request for such permission by such teacher or by any other teacher or employee. If approval to attend professional development activities is denied, a written explanation will be provided to the teacher by the Executive Director within 14 days of the request.
- B. Teachers may request attendance to participate in conferences outside of Illinois. Such requests will be considered on an individual basis.

**IV-4 TUITION REIMBURSEMENT**

Each eligible teacher shall receive reimbursement for the actual tuition costs not to exceed one hundred twenty-five (\$125.00) per credit hour up to a maximum of twelve (12) hours per school year, subject to the conditions and requirements listed below.

1. Only teachers who have completed two (2) years of service at NDSEC will be eligible. A part-time teacher must work a minimum of .5FTE to be eligible with a proration based upon the teacher's FTE.
2. All coursework must be earned from an accredited institution and receive prior written approval by the Executive Director prior to the start of coursework. If approval of coursework is denied, a written explanation shall be provided to the teacher by the Executive Director within 14 days of the request.

3. Coursework must bear a relationship to the teacher's current assignment or be part of a pre-approved graduate level program.
4. A minimum grade of "B" shall be required to receive professional development reimbursement.
5. The costs being submitted for reimbursement shall not already have been paid to, or on behalf of, the teacher by another source.
6. NDSEC will credit teachers for a maximum of 15 semester hours for Educational Advancement during any given year.
7. Quarter hours shall be converted to semester hours as follows: one quarter hour equals two-thirds semester hour.
8. The dollars will be distributed to those teachers who return to NDSEC employment for the school year following the successful completion of the coursework. In addition, an official transcript and evidence of tuition payment needs to be submitted to the Director of Programs and Services by October 15.
9. Teachers who have submitted their letter of intent to retire are not eligible for tuition reimbursement.

#### IV-5 DUTY FREE LUNCH

All teachers shall be provided a duty free, uninterrupted lunch period equal to the regular local school lunch period but not less than thirty (30) minutes in each school day.

#### IV-6 REGULAR WORKDAY

A teacher's normal workday will be consistent with the school district of assignment but shall not be more than eight (8) hours per day. The teacher may leave at the end of the students' day on days preceding breaks and holidays.

#### IV-7 VOLUNTARY/INVOLUNTARY TRANSFERS

An involuntary transfer is a transfer from one class to another within the same program, or from one program to another, which a teacher has not requested, but which is initiated by the Board or its designee. Reasons for involuntary transfer may include, but not limited to: resignations, changes in enrollment, retirements, and prevention of undue disruption of instructional programs, program requirements and emergencies.

- Any teacher affected by an involuntary transfer shall be notified within 48 hours of the decision by the Administration. The transfer decision will not be made public until the teacher is notified.

- Within one month of the decision of the Administration, a written statement listing the reason(s) for the transfer will be given to the teacher, if so requested.
- The teacher may request a meeting, at which he/she may have representation from the Association, to discuss the transfer with the Administration.
- The teacher has the right to request in writing a re-consideration by the Board of Education/Administration.
- Any teacher affected by involuntary transfer shall be released from his/her contract if he/she requests.
- With mid-year transfers, one (1) day release time will be provided for the teacher to prepare to assume the new assignment. The teacher and Administration will mutually agree upon this time.

Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer within a building or to another building where a vacancy exists. Such application shall be in writing to the Executive Director where the vacancy exists. Administration holds the right to assignment, but will hold the best interest of the students first, the needs of NDSEC second, and the interests and aspirations of the individual teacher third.

#### IV-8 PLANNING TIME

It is the desire and intent of the NDSEC Administration to allot each teacher a minimum planning time of 150 minutes per week within the student school day wherever possible. It is understood by all parties that in some cases this requirement may be difficult to arrange because of differing school day lengths of member school districts and State of Illinois mandated supervision requirements. Therefore, all parties agree to the following:

- Each teacher shall meet with his/her supervisor to determine their scheduled plan time for the school year within two weeks of the start of school.
- If 150 minutes cannot be found within the student's school day, every attempt to schedule 75 minutes per week within the student day and 75 minutes per week within the employee work day will be made.
- Scheduling can be accommodated by assigning a teacher plan time within the classroom while teacher aides are responsible for direct supervision.
- Should all attempts fail to provide plan time in the above manner, the Executive Director of NDSEC shall be so informed and those individuals shall be given two (1/2 days) per month of release time for planning. Both the supervisor and the teacher shall sign off on the 150 minute plan time requirement.
- All parties agree that IEP conferences take precedence over all planning time requirements within the school year.

## **ARTICLE V**

### **PERSONNEL FILES AND EVALUATION**

#### **V-1 PERSONNEL FILE**

There shall be only one (1) official personnel file for each teacher. The teacher shall have an opportunity to respond to any material placed in his/her file, provided such is submitted within twenty-five (25) teacher employment days of the date a copy of such materials is furnished to the teacher. No evaluation material shall be placed in such file unless the teacher has had the opportunity to see it. Any material which may be used to form the basis of disciplinary action against a teacher shall be placed in the teacher's personnel file no later than the end of the school term during which such comments were generated.

All teachers shall have the right to review their own personnel file and may be accompanied at such review by a representative, provided such review shall occur during normal business hours and shall not in any manner inconvenience the operation of the Administration. A representative of the Administration may be present at the time of such review. Nothing shall be permanently or temporarily removed from such personnel file without the consent of the Administration and the teacher.

#### **V-2 EVALUATION**

The Board and the Association agree to use the procedures contained in the NDSEC Appraisal Plan for evaluating teachers. The procedures in the Plan are hereby incorporated into this Agreement, but the Plan is not considered part of the Agreement. The evaluation procedures shall be subject to the grievance procedure. The substance of the evaluations and conclusions of the evaluations are not subject to the grievance procedure. The evaluation plan is subject to change in accordance with state law and/or regulations. The evaluation committee will meet at least annually to review the evaluation plan and recommend changes if any to the Board and Association.

**ARTICLE VI**  
**GRIEVANCE PROCEDURES**

**VI-1 DEFINITIONS**

A grievance is a written complaint that has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. No grievance shall be processed or entertained unless it is filed in writing in accord with step 1 within 20 days of its occurrence or knowledge of the occurrence.

Except where otherwise specifically stated in this Article, the word “day” when used herein shall mean school day except that between the end of a school term in June and the beginning of the next school term, “day” shall mean days when NDSEC’s main office is open.

Internal Complaint: A sincere attempt shall be made to resolve any concerns by oral interview between the teacher and the appropriate administrator before differences become formalized as grievances.

**VI-2 FILING OF MATERIALS**

All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**VI-3 ASSOCIATION GRIEVANCE COMMITTEE**

Prior to filing any grievance, the employee(s) will submit the written complaint to the Association Grievance Committee headed by the Association President/Vice President.

**VI-4 STEP 1**

The grievant, with or without Association representation, shall file a written grievance with the employee’s supervisor within twenty (20) days of the occurrence of the event giving rise to the grievance or knowledge of the occurrence. The supervisor shall schedule a meeting within five (5) days of receipt of the grievance to attempt to adjust the matter. The supervisor shall respond in writing to the employee and the Association representative, if one was present, within ten (10) days of the meeting.

**VI-5 STEP 2**

In the event that the grievance has not been satisfactorily resolved at step 1, the grievant and/or the Association representative shall, within five (5) days after step 1 decision was due, present the grievance to the Executive Director. The Executive Director shall schedule a meeting within five (5) days of receipt of the grievance. The Executive Director shall respond in writing to the grievant and the Association representative, if one was present, within ten (10) days of the meeting.

#### VI-6 STEP 3

If the grievance cannot be settled at step 2, the grievance shall be submitted to the Operational Board within five (5) days after step 2 was due. The Operational Board shall consider the grievance at its next regularly scheduled meeting and it may continue the matter for a hearing to a later date, not to exceed thirty (30) calendar days from the date it received the grievance. The Operational Board shall respond in writing to the grievant and the Association representative, if one was present, within five (5) days after the last meeting of the Operational Board at which the grievance was considered.

#### VI-7 STEP 4

If the Association is not satisfied with the disposition of the grievance at Step 3 or the time limits expire without issuance of the Board's written reply, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the Administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 answer, the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement.
3. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.
4. Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitration and of the AAA shall be divided equally between the Board and the Association.
5. If either party requests a transcript of the proceeding, the party shall bear the full costs for the transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association as well as the cost of the transcript to be furnished to the arbitrator.

#### VI-8 BYPASS

If the Association and the Executive Director agree in writing, a written grievance may bypass step 1 and be brought directly at step 2.

#### VI-9 WITHDRAWAL

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

#### VI-10 MODIFICATIONS

Any time limit provided for herein may be modified only by the express written agreement of the Association and the Executive Director.

## ARTICLE VII

### LEAVES

#### VII-1 SICK LEAVE

Each teacher shall be entitled to fourteen (14) sick days per school term of paid sick leave for each year of work. Sick leave shall accumulate to a maximum of 356 days, or as otherwise provided by law, or the number of days accumulated by the teacher on the effective date of this agreement, whichever shall be the greater. Sick leave shall be defined as designated in the School Code and shall include domestic partners.

To encourage teacher attendance, the Board shall pay to eligible teachers a sick leave incentive as provided below:

<u>Sick Leave</u>	<u>Incentive</u>
<u>Absences</u>	
0	\$200
1	\$100

#### VII-2 JOB RELATED INJURY (WORKERS' COMPENSATION)

Any absence of three (3) workdays or less due to the injury of a teacher will be deducted from that teacher's accumulated sick days and the teacher will continue to receive full pay from NDSEC. If the teacher's claim is approved by Workers' Compensation, then beginning with the fourth day of absence, Workers' Compensation will pay two-thirds of the teacher's salary and NDSEC will pay one-third of the teacher's salary. The teacher may receive pay checks from both agencies during this period of time. For each day after the third day of absence, one-third of a sick day will be deducted from the teacher's accumulated sick days. If the teacher's sick days become exhausted and the teacher is still not able to return to work, the teacher will receive payment only from Workers' Compensation. It is the teacher's responsibility to keep the administrative office apprised of the teacher's health status and anticipated date of return to work.

#### VII-3 DOCTOR'S APPOINTMENTS

Teachers may use one-half sick day leave for the purpose of health appointments. Any absence of more than three and one-half hours will be deducted as a full day's leave from the teacher's available sick leave.

#### VII-4 JURY DUTY

A teacher on jury duty shall suffer no loss in pay, but the per diem allowance for serving shall be remitted to the Board as its sole and separate property.

## VII-5 PERSONAL LEAVE

Each teacher shall be entitled to two (2) days of personal leave without loss of pay for matters which cannot be handled during the non-school day or hours. Such leave shall be non-cumulative. If unused, it shall be added to accumulated sick leave. Written application on a designated form shall be made to the Executive Director or designee at least two (2) teachers employment days prior to the desired onset of such leave, provided that in an emergency such application may be made at a later time with an explanation of such emergency. Such leave shall not be granted during the first five (5) or last five (5) teacher employment days or on the day immediately preceding or following a school vacation, holiday, or recess period, provided that this restriction shall not apply to recognized religious holidays. Emergency leave, which shall be explained, may be granted at the discretion of the Executive Director or designee, but shall be limited annually to one (1) such paid day of the two (2) afforded personal leave days. Personal leave shall not be available during a work stoppage of any kind.

## VII-6 BEREAVEMENT LEAVE

A teacher may use up to three (3) days of sick leave for bereavement for the death of a member of the immediate family or household, without said three (3) days affecting the sick leave incentive. Teachers are entitled to utilize accumulated sick leave for bereavement purposes as provided under The Illinois School Code Section 5/24-6.

## VII-7 UNPAID FAMILY LEAVE FOR CHILDBIRTH / ADOPTION

This Section is intended to offer a process for a tenured teacher to request unpaid family leave following the use of sick leave related to birth or adoption as permitted by the Illinois School Code, or following the expiration of a FMLA leave for which a teacher may be eligible. A tenured teacher shall be eligible for family leave for childbirth or adoption, without pay or other benefits subject to the following conditions:

1. The teacher shall advise the Executive Director or designee of a pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, the teacher shall provide a written statement from the obstetrician or physician indicating the expected date of delivery.
2. Application for the family leave shall be made in writing to the Executive Director or designee at least one hundred and twenty (120) calendar days prior to the anticipated birth of the child.
3. After consultation, the teacher and the Executive Director or designee shall agree upon a plan for commencement and termination of the family leave, taking in consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The family leave shall not exceed the balance of the school term in which the teacher begins his/her absence related to the birth of a child or adoption (which includes the teacher's use of sick leave and/or FMLA



leave for such purposes) and one (1) additional school term. Every effort shall be made to have family leave terminate immediately prior to the start of a new school term. Family leave shall commence upon 1) the date agreed upon by the Executive Director or designee and the teacher; 2) the date the teacher's FMLA leave expires; or 3) the date the teacher's eligibility to use sick leave for birth or adoption expires, whichever shall last occur. The Executive Director or designee with the concurrence of the teacher may waive any of the provisions of this section in his/her sole discretion, and any such waiver shall not be precedential in any respect.

4. In cases of the birth of a child, sick leave shall be available for an absence of thirty (30) days. Thereafter, sick leave shall be available if the teacher remains incapacitated based on a physician's certificate. The Policy Board has the right to assign a physician to evaluate the teacher's physical ability to return to work. Any accumulated sick leave available at the commencement of the family leave that is not used by the teacher shall be available to the teacher upon return to employment.
5. Any teacher desiring family leave as a result of becoming an adoptive parent shall notify the Executive Director or designee, in writing, upon the initiation of such adoption proceedings. Family leave shall be granted upon satisfactory written notification to the Executive Director or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Executive Director or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. The teacher may elect to use sick leave for absences of up to thirty (30) days in connection with adoption prior to the commencement of family leave.
6. Anything in this Section to the contrary notwithstanding, a teacher who has been granted a family leave of absence under this Section that exceeds the twelve (12) weeks permitted under the Family and Medical Leave Act or the period of that the teacher is eligible to use sick leave, whichever is longer, shall not become eligible for a subsequent leave under this Section unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided under exceptional circumstances and the Board may grant such unpaid family leave in its sole and absolute discretion. The granting or withholding of family leave shall be without precedential effect.
7. Nothing in this Section shall be construed as requiring any teacher to apply for a family leave under this Section related to the birth of a child or adoption. A teacher not eligible or not desiring a family leave under this Section may utilize accumulated sick leave during any period of incapacity related to her pregnancy and/or to birth of the child, as well as FMLA leave if eligible. In the case of birth of a child, the teacher's incapacity shall be presumed for absences of thirty (30) days. If such teacher exhausts accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during the period of incapacity due to birth of a child or for up to thirty (30) days for adoption. Such teacher shall return to employment immediately following the termination of incapacity related to childbirth or thirty (30) days for adoption.

8. A male teacher who has entered upon contractual continued service shall be entitled to a family leave of absence for the birth of his child or adoption. Except as otherwise permitted under the School Code related to the use of sick leave, such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth above. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or upon his planned adoption of a child.
9. In case of interrupted pregnancy, or death of child during the family leave, the leave of absence shall be terminated by the NDSEC Board as soon as an appropriate vacancy exists, and provided that the teacher's physician certifies to the Executive Director that the teacher is in good health and physically able to assume teaching duties.
10. The tenured status of a teacher returning from family leave shall not be affected by such leave.

#### VII-8 GENERAL LEAVES

The Board may grant a tenured teacher a leave of absence for a period not to exceed one (1) year for any purpose consistent with the objectives of NDSEC. Such leaves shall be in the sole discretion of the Board and non-precedential with respect to any other leave of absence sought and/or granted to such teacher and/or any other teacher. Those teachers returning from leave will not lose their sick leave accumulation, if any, or placement on the salary matrix.

#### VII-9 GENERAL RETURN PROVISION

In all instances where a teacher is granted an unpaid leave of absence of eight (8) calendar months or more, as a condition thereof, the teacher shall advise the Executive Director or designee in writing at least one hundred eighty (180) calendar days prior to the termination of such leave that he/she intends to return to employment. Failure to timely advise the Executive Director or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the Cooperative.

#### VII-10 WAIVER OF UNEMPLOYMENT COMPENSATION

A condition of any unpaid leave of absence shall be the waiver by the teacher of any claim to unemployment compensation during the term of such leave or any recess or vacation period adjacent thereto.

#### VII-11 INSURANCE COVERAGE

A teacher on unpaid leave of absence may continue all Board paid insurance in effect, with the consent of the carrier, by paying all premiums therefore in a timely manner to the NDSEC Business Office.

## ARTICLE VIII

### COMPENSATION AND FRINGE BENEFITS

#### VIII-1 SALARY GUIDELINES

The base salary for a new member with a BA degree and no prior experience shall be \$42,466 for each year of this Agreement. All employees will receive a 3% salary increase over their 2014/2015 salary for the first year of the agreement. This increase will be retroactive to August 28, 2015. Each employee shall receive an annual salary increase of 100% of the CPI reported in December of the prior school year that is reported by the U.S. Department of Labor for each of the final three years of this Agreement. The increase will be no less than two percent and no more than four percent.

Educational Advancement salary increases will be available for completing BA+12 and BA+24 in the amount of \$1,500; for completing a Master's degree in the amount of \$2,500; and for completing Master's+15, Master's+30, and Master's+45 in the amount of \$2,000.

Members that were employed by NDSEC during the 2010/2011 school year and are not receiving the Retirement Enhancement Option will receive a Two Year Targeted Salary Increment of \$1,500 for the 2015/2016 school year and \$1,500 for the 2016/2017 school year.

- 1) Each teacher will be paid on the basis of twenty-two (22) or twenty-six (26) payments to be made on alternate Fridays.
- 2) All teachers shall be granted one year of seniority for each year they work full time for 120 days or more.
- 3) New employees will be placed at the discretion of the Board but will not be placed at a higher rate than a current employee with the same education and experience.
- 4) Any increase in salary as a result of approved coursework will become effective either at the beginning of the school year or at the beginning of the second semester, depending on when the transcripts are received by the Business Department indicating that the coursework was completed with a grade of "B" or better. Transcripts received by October 1, or sooner, will result in salary advancement at the beginning of the school year. Transcripts received between October 2 and January 31 will result in a salary advancement effective at the beginning of second semester.
- 5) If a teacher is required to work more than 183 days during the school year, they shall be compensated for each extra day at the rate of 1/183 of their yearly salary.

- 6) From the compensation schedule, the Board shall deduct and remit the required amounts for each teacher, pursuant to the salary matrix, to the State of Illinois Teachers' Retirement System and to the Teachers' Health Insurance Security Fund to be applied for the retirement and health insurance accounts of such teacher. The teachers shall have no right or claim to the funds so remitted, except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

#### VIII-2 PAID/NON PAID EXTRA DUTIES

In each program (building) there may be a variety of duties which must be assigned to teachers during the regular work day for which no stipend shall be paid. The supervisor is responsible for establishing an equitable and rotating schedule of supervising responsibilities. Mentors and Clinical Fellowship Year supervisors will receive a stipend of no less than \$250 per year.

#### VIII-3 PROFESSIONAL RESPONSIBILITIES

Teachers shall participate in curriculum and other committee work, faculty and team meetings, attendance, student staffing participation, parent meetings and conference participation, and school programs attendance, as required of the professional staff of the cooperative.

#### VIII-4 COMPENSATION FOR VOLUNTARY-EXTRA DUTIES

If an IEP requires a student to be enrolled in an extra-curricular activity and if it is determined by his/her IEP team that a teacher needs to be involved to assist this student's participation, the teacher shall be compensated at a rate of \$12.00/hr for the duration of this Agreement. Prior to the start of the teacher's involvement in the student activity, the program administrator will determine the number of hours approved for compensation.

Outdoor education programs will be compensated at the same rate (hourly rate or lump sum, whichever is applicable) as paid by the district providing the outdoor education program.

#### VIII-5 INTERNAL SUBSTITUTION

In the event a substitute teacher cannot be obtained, or it becomes necessary for a teacher, to work with two classes of students, the Board shall compensate the teacher at \$15.00 per clock hour in additional compensation to the teacher's regular contracted rate for time engaged in internal substitution. The maximum amount of internal substitution per day is six (6) hours or \$90.00 compensation for a full day's internal substitution. No teacher shall be required to internally substitute teach. When two or more bargaining unit members are assigned to the same classroom on a given school day and one is absent, extra substitute compensation will not be paid to the teacher assuming both duties.

#### VIII-6 MILEAGE

Teachers shall be paid at the rate per mile authorized by the Internal Revenue Service (for deductions without documentary evidence) for all approved mileage to perform their assigned duties. Reimbursement claims shall be filed pursuant to procedures established by the Board.

#### VIII-7 ADVANCED TRAINING

A teacher who has a master's degree shall receive one (1) graduate hour for each fourteen (14) class hours of CPDU that are completed outside of work hours. A total of 70 CPDU's is equivalent to one third (1/3) of a lane change on the salary matrix. Class hours may be cumulative, but apply only once. In-service hours/CPDU's need to be submitted to the Director of Programs & Services to receive credit for the graduate hours.

#### VIII-8 FLEXIBLE BENEFIT PLAN

NDSEC will continue to administer the Flexible Benefit Plan for the duration of this Agreement. The Board shall be responsible for the yearly administrative fee. Teachers shall be responsible for the monthly participation fee.

The Board shall establish and maintain a "flexible benefit plan" in compliance with Section 125 of the Internal Revenue Code of 1986. Prior to each plan year, a teacher may elect to have the Board reduce his or her pay and contribute such amounts among the following non-taxable benefits, in accordance with the plan document: premiums for the District's health insurance plan which are not paid by the Board: 1) reimbursement for qualified dependent care assistance expenses; and 2) reimbursement for the cost of medical and dental care.

In accordance with the Internal Revenue Code, any amounts remaining unpaid after processing all timely requests for reimbursement shall be forfeited and not otherwise paid to the teacher or carried over to the following plan year. The Board shall pay the administrative costs and expenses for maintaining the plan.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the teachers as set forth above are deemed excludable from the teachers' gross wages, and as such, the Association and each individual teacher shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this section.

#### VIII-9 MEDICAL/HEALTH INSURANCE

- A. The Board agrees to provide each teacher with a health and major medical policy. The Board shall pay 100% of the individual health and major medical premium. The Board shall pay 20% of the health and major medical premium for any coverage above individual coverage. Family coverage shall be provided for those employees grandfathered pursuant to the 1996-99 Professional Negotiations Agreement.

B. PART-TIME TEACHERS BENEFITS

Except as otherwise specifically provided herein, regularly employed licensed personnel charged with specific, contractually assigned duties on a part-time basis shall have pro-rata application of salary, sick days and personal days, based on the percentage of a full school year that they are assigned to work, and may also enroll in NDSEC's group health and insurance plan but must pay the percentage of the premium for the time not employed by NDSEC plus any percentage of the premium a full time teacher is required to pay. A part-time teacher who works less than 20 hours per week is not eligible for health, life or long term disability insurance.

C. The Board shall also provide a long term disability policy for teachers, pursuant to specifications prescribed by the Board

D. It is agreed, an ongoing insurance committee shall be established to review the current insurance program. The insurance committee shall be comprised of the NDSEC Director of Business & Operations, and two (2) members of the Association's Executive Board appointed by the Association President. The committee shall meet during the first semester at a time and place mutually agreed to by the Executive Director and the Association President. NDSEC shall provide written notice to the Association of the solicitation of bids. The committee should provide input to the Operational Board and the Association regarding changes that they feel should be made to the type or kind of benefits.

VIII-10 DENTAL INSURANCE

NDSEC will continue to administer the dental insurance plan for the duration of this Agreement and the cost of the premiums shall be paid by the employees.

VIII-11 LIFE INSURANCE

The Board shall provide each teacher with a \$50,000.00 death and dismemberment policy at the Board's expense.

**ARTICLE IX**  
**GENERAL PROVISIONS**

**IX-1 NEGOTIATION PROCEDURES**

- A. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association and further agrees that it will not negotiate with any other teachers' organization or any full or part time teacher individually on matters covered by this Agreement.

The Board and Association agree that they will confer upon their respective representatives the necessary power and authority to make proposals, counter-proposals, and tentative agreements. When tentative agreement is reached on all matters of negotiations, the items will be reduced to writing and submitted to the Association for ratification and to the Board for official approval.

- B. Within thirty (30) days of ratification of this Agreement, sufficient copies of this Agreement shall be prepared for distribution by the Association to each teacher, plus twenty-five (25) copies for the Board. The cost of reproduction shall be shared equally by the Association and Board.
- C. Negotiations shall begin no later than April 1, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties. If agreement is not reached within sixty (60) days of the commencement of negotiations, either party may declare to the other that an impasse exists and call for a mediator from the Federal Mediation and Conciliation Service (FMCS).

**IX-2 BOARD RIGHTS**

The Association acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of NDSEC to the full extent provided by law, limited only by the lawful provisions of this Agreement, including, but not limited to, such areas of discretion or inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees.

It is expressly understood and agreed by the Association that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws and constitutions of Illinois and the United States and as authority properly exercised by it.

### IX-3 NO STRIKE

The Association shall not engage in nor encourage the participation by any teacher in a strike against NDSEC during the term of this Agreement.

### IX-4 SAVINGS

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain full force effect for the duration of the Agreement if not affected by the deleted article, section or clause.

### IX-5 DURATION

This Agreement shall be effective, to the extent feasible on the first teacher employment day of the 2015-2016 school term. This Agreement shall expire at August 31, 2019. In the event such notice is given, negotiations shall commence on a mutually agreeable date no later than April 1<sup>st</sup> of the year in which this Agreement is to expire.



IN WITNESS WHEREOF

David Williams  
Vice Chairperson, Governing Board (David Williams)  
North DuPage Special Education Cooperative

10-14-2015  
Date

Jill Heenan  
Representative (Jill Heenan)  
NDSEC Education Association

Angela Tennant  
Representative (Angela Tennant)  
NDSEC Education Association

10/14/2015  
Date