

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 YEAR

2011 – 2012

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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 certified classroom and itinerant teachers and educators, speech-language pathologists, vocational facilitators, social workers, educational diagnosticians, certified 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; assistants; 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, and the first SEDOL Newsletter of each school year, if there be such publication. The first such Newsletter shall include the following statement:

“The SEDOL Board has acknowledged as part of the Collective Bargaining Agreement with the Union that it shall not discriminate against any teacher by reason of Union membership or activities. The Union has acknowledged that it shall not discriminate against any teacher by reason of membership in the Union.”

Section C: Teacher Mailboxes

The Union shall have the right to use teacher mailboxes 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 or posted 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.

Section D: Union Meetings

The Union President shall have the right to address the staff at the first inservice of the year. The Union shall submit no later than August 1 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. Such authorization shall be revocable upon the giving of a notice in writing to the Superintendent or designee pursuant to the terms of the dues authorization, such revocation to be effective no later than thirty (30) calendar days following its receipt. 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. If the Board shall adhere to the provisions of this Section, the Union agrees to hold the Board harmless and to defend it against any suits or actions of any type which may arise as a result of such deduction.

Section F: Released Time for Union Officers

The Union officers and senators shall be granted total collective leave up to twelve (12) days with pay to attend national or state Union meetings, or to conduct other Union business which could not otherwise be accomplished outside the school day, 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 Board 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 Board to research or assemble information. The Board shall provide the Union President with a copy of the approved minutes, the agenda or statement or purpose for meetings (if there be such) and approved monthly financial statement by mailing the same or placing it in the President's school mailing box. The Board shall make available to the Union President or designee a copy of the agency's personnel directory as soon as it is printed each school term. Change of address information and the names, addresses and home telephone numbers of new teachers shall be available to the Union President or designee during normal business hours.

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.

Section I: SEDOL Policies and Procedures

The Board shall publish all policies and procedures impacting bargaining unit members 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). Such deduction shall be made the last paycheck in October and forwarded to the Treasurer of the Union not more than fourteen (14) days after such deductions were made, and the amount deducted for each. 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: Fair Share

All teachers covered by this Agreement who are not members of the Union shall, commencing on the effective date of this Agreement, or thirty (30) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member teachers and paid to the Union.

Non-member teachers who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) and the rules and regulations adopted pursuant thereto of the Illinois Educational Labor Relations Act. Additionally, non-member teachers who object to the amount of the fair share fee or who have bona fide religious objections have the right to file such objection pursuant to the internal Fair Share Implementation Program procedures established by the Union. Upon any such filing (other than bona fide religious objections) and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall remain in the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

The Union shall 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, notice certification, affidavit or assignment furnished under any of such provisions.

Section H: 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).

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, 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

Teachers 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 any union.

Section C: Application for Employment Elsewhere

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

- (b) 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.

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

Section E: Request for Appraisal

Upon written request by a teacher at reasonable intervals, the Board 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) 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.
- (2) 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.
- (3) 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 is necessarily absent from employment resulting from a direct physical attack by a student which occurred within the scope of the teacher's employment and while performing pursuant to Board policy and administrative direction, the teacher shall not suffer any loss of salary or deduction of accumulated sick leave, provided that during such period the teacher shall immediately remit to the Board any monies (not to exceed the total salary paid during this period) received from Worker's Compensation and/or pursuant to a policy of disability insurance toward which the Board contributes all or part of the premium and/or a judgment growing out of such injury. The obligation of the Board to pay salary hereunder shall terminate ninety (90) calendar days following such injury as stated above or the end of the school term, whichever shall be the later, but in no event after the date on which the teacher qualified for disability payments of any kind under the provisions of the Illinois Teachers' Retirement System, or the date on which the teacher would qualify therefor except for the provisions of this paragraph.

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

After the teacher has exhausted all personal insurance coverages, the Board shall reimburse the teacher up to two hundred dollars (\$200) per school year for irreparable damage by students to the teacher's personal effects (defined as prescription glasses, hearing aid, clothing, jewelry, or other personal effects used for instructional purposes) which occurs in the course of the teacher's SEDOL duties. 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. The teacher shall document the exhaustion of personal insurance coverages upon the request of the Superintendent or designee.

Section L: Flexible 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 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;

Flexible time 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 satisfactory 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. 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) When, 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) Copies of a student's current IEP, the most recent conference summary report 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.

- (2) 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.
- (3) 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.
- (4) When the student's cumulative folder is received by SEDOL it 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 pursuing 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, two (2) days plus four (4) student early dismissal days, during which the teacher shall be free from instructional duties, shall be granted annually for the specific purpose of collaborative team preparation.

For staff following member district calendars, three half (3-1/2) day preparation days shall coincide with the member district fall 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 scheduled at least

two (2) calendar weeks before the first scheduled Annual Review/IEP Conference, as 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 certified 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.

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. If such day is scheduled within the teacher's regular work year, the teacher shall attend the Institute or may properly utilize any available form of leave; such Institute Day shall be counted as part of the work year for such teacher. If such Day is scheduled outside the teacher's regular work year, the teacher shall attend the Institute or properly utilize any available form of leave; such teacher may select later institute time or other approved time totaling one (1) day as time off, so long as the teacher notifies the supervisor of the selection of the time off prior thereto.

Beginning with the 1998-99 school year, attendance on this day shall be voluntary if at least three (3) non-work weekdays, or at least two (2) non-work weekdays and an intervening weekend, fall between the SEDOL-wide institute day and the regular beginning of the work year for a teacher. If such Day is not voluntary and is scheduled outside the teacher's regular work year, the teacher shall attend the Institute or properly utilize any available form of leave; if such Day is voluntary and the teacher chooses to attend, such teacher may select later institute time or other approved time totaling one (1) day as time off, so long as the teacher notifies the supervisor of the selection of the time off prior thereto.

Alternatively, the Board may choose not to hold a SEDOL-wide Institute Day in any given year, or the Board may choose to make attendance at such SEDOL-wide Institute Day optional for teachers; any such alternative decisions shall be non-precedential and shall not constitute any past practice on the part of the Board.

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

Section K: Substitutes for Assistants

Board shall attempt to secure a substitute for a teacher assistant when there is a significant safety or health concern related to the teacher assistant's absence as determined by the program supervisor, or when the length of the anticipated absence of the teacher assistant exceeds four (4) consecutive workdays. For classrooms with only one teacher assistant assigned to the program, after a teacher assistant is absent without a substitute or the position is vacant, for fourteen (14) days during the school term, the teacher serving without the teacher assistant or a substitute therefor shall be compensated at the daily substitute teacher assistant rate or a prorata thereof. For classrooms with two (2) or more teacher assistants, the same rule applies with the fourteen (14) days of absence or vacancy being applied to each individual teacher assistant's position prior to the calculation of payment.

Days when the teacher has no teacher assistant assigned because of a vacancy in the position shall be included in the total.

The days absent or otherwise without a substitute shall be cumulative per individual teacher assistant over the course of the school term. Payment shall be made at the end of the school term.

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.

ARTICLE IV

RELATED SERVICES

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

- (1) Psychologist(s) / social worker(s) / speech-language pathologist(s) / certified 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) / certified school nurse(s) / vocational facilitator(s) shall cooperate with the special education teacher and other special education personnel in defining his/her role 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) / certified 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) / certified 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) / certified 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) / certified 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: Special Consultation

- (1) If a teacher shall request special additional consultation or direct services for a student and such cannot be provided within thirty (30) calendar days, or if the request is refused, at the teacher's written request to the teacher's supervisor the Board shall furnish the teacher with a written confirmation of the determination to be unwilling or unable to provide such consultation or services, provided this Section shall not be applicable unless the teacher request for written confirmation shall also indicate the views of the other SEDOL employees serving with the teacher on the interdisciplinary team assigned for such student and be executed by these SEDOL employees.
- (2) A teacher shall neither initiate nor make any recommendation for such consultation services to any parent, guardian, student or other person not an employee of SEDOL or of a host district without the concurrence of his/her supervisor and the IEP team.

Section F: 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.

ARTICLE V

EVALUATION AND FILES

Section A: Evaluation Instrument

Within the first twenty (20) teacher employment days of each school term, 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.

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.

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 certified 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. Input from the Member District building administrator shall be utilized as described in the evaluation procedures.
- (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) shall be formally evaluated at least one (1) time every two (2) years. However, any tenured teacher whose performance is rated "unsatisfactory" must be evaluated at least once in the school year following the receipt of such rating.
- (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. Each observation shall be no less than thirty (30) minutes in duration, 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.
- (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, 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. 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 the staff member feels the formal written evaluation is incomplete, inaccurate or unjust, the staff member may put any objections in writing. Both the staff member and evaluator shall date and sign all copies of the 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 the written objection shall be attached to the written evaluation. Such comment shall be submitted within ten (10) working days of receipt of the formal evaluation.

- (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, the staff member shall be assured, in writing, if requested by the staff member, 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 be required to formally evaluate the absent teacher's class organization or instructional work.
- (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. 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) If a staff member is not satisfied with an evaluation, the staff member shall, upon request, be granted a review of the evaluation with the administrator next in the chain of command. A formal evaluation's content shall not be subject to the grievance procedure. A staff member's sole contractual recourse shall be to file a written objection to the evaluation, which shall be attached to the formal evaluation. A failure to follow the evaluation procedures shall be grievable.
- (11) A copy of all formal written evaluations and any attached written objections shall be placed 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.
- (12) A single overall performance rating of:
 - (a) Excellent,
 - (b) Satisfactory,
 - (c) Unsatisfactoryshall be assigned to each staff member's evaluation by the evaluator.
- (13) With supervisory approval, tenured staff may choose to be evaluated through the Alternative Professional Growth Plan. Tenured staff members who have been rated as Excellent on their most recent Formal Performance Evaluation are encouraged to select the Alternative Professional Growth Plan option. In order to meet the state requirement that tenure teachers must be formally evaluated and rated at least once every two (2) years, this method also includes a summative component based on the five Areas of Competency identified in the Professional Staff Evaluation. An overall performance rating of Excellent, Satisfactory or Unsatisfactory is given in addition to documenting that the staff member is currently participating in the Alternative Professional Growth Plan.

Section D: 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 that 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 Satisfactory 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 is still evaluated with an overall rating of unsatisfactory at the end of the ninety (90) school day remediation plan, the Board shall automatically institute dismissal procedures against the staff member in accordance with The School Code.

Section E: 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 representative at any meeting at which it may reasonably be anticipated that the teacher will be subjected to disciplinary action. If a teacher believes that a prior conference with a supervisor with respect to 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.

Section F: 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 G: 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 fourteen (14) days sick leave per school year. Sick leave shall be utilized as prescribed and/or authorized by The School Code. Sick leave shall be cumulative to a maximum of three hundred forty (340) days. A teacher may access the annual fourteen (14) 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.

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 (as defined in The School Code). Each teacher shall be granted use of two (2) sick leave days, per occurrence, to be utilized to attend the funeral of any personal friend, provided personal business leave days have been exhausted.

Section C: Personal Business Leave

Each school year beginning in an even numbered calendar year (for example 2008-2009 and 2010-2011), each teacher shall be granted four (4) days personal business leave per each two (2) year period without deduction in pay, for the purpose of transacting personal, legal, personal business, household and family emergencies and other personal matters that require absence during school hours. No more than three (3) of these days may be taken in any one school year. Unused personal business leave days shall accumulate as sick leave at the end of each two (2) school year period. A classroom teacher's use of personal business leave on days immediately following a school holiday or vacation period shall be subject to the availability of a substitute and applications therefor shall be considered in order of receipt of the request for the leave. The Superintendent or designee shall determine whether a substitute is available.

Section D: Maternity/Paternity/Child Rearing Leave

Maternity/paternity/child rearing leave shall be granted without pay to tenure teachers who apply therefore 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 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 leave, which commences during the summer recess, shall begin no later than July 1st. 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, 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, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The School Code for all purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced the first probationary year. 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) A leave of absence may be extended beyond the end of the school year.
- (3) Such leave shall be without pay or other benefits, provided during such leave 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/child rearing 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 1st. 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 15th. 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 teachers sabbatical leave each school year, subject to the provisions of Section 24-6.1 of The School Code.

Section N: Teacher Attendance

If a teacher has accumulated twenty-five (25) sick leave days, and if that teacher has perfect attendance during a school term, he/she shall receive a payment of three hundred and fifty dollars (\$350) with the last paycheck in June. If such teacher misses no more than two (2) days during a school term, such teacher shall receive a payment of one hundred seventy-five dollars (\$175) with the last paycheck in June. Only time missed on sick leave days shall count against the attendance record of the teacher for purposes of this Section. Such payment shall not affect the accumulation of sick leave. Sick leave days donated toward the Sick Leave Bank shall not be counted as days used for purposes of this Section.

Section O: Job Sharing Leaves

A tenured teacher may, at the discretion of the Board, obtain a part-time leave to participate in a job sharing arrangement. Such part-time leave shall have no effect on contractual continued service (tenure) status of the teacher, and any agreement for such leave shall so state.

Section P: Sick Leave Bank

A sick leave bank shall be established as follows:

- (1) Any teacher 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 in any subsequent year, except as provided in paragraph (2). 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.

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

- (2) 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;
- (3) Only tenured teachers with four (4) years experience in SEDOL programs or nontenured teachers with six (6) years experience in SEDOL programs may participate in the sick leave bank;
- (4) In order to draw upon the sick leave bank, a teacher
 - (a) must have been a participant in the sick leave bank at the start of that school term;
 - (b) must have exhausted all accumulated and newly granted sick leave and personal business leave;
 - (c) shall have been absent without pay for health reasons for at least five (5) days during the school term in which the draw is to be used;
- (5) The maximum number of days per year any teacher may use in a school term is nineteen (19) sick leave bank days;
- (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 SEDOL Administration may require a medical doctor's statement confirming that the participant's illness/injury necessitated absence from work.
- (8) Additional guidelines may be developed and implemented by a joint committee of the Union and the Board.

Section Q: 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: 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, prior to the last teaching day 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.

Section B: Transfer Procedures

- (1) Teachers may apply in writing for transfer to any new or vacant position for which they are certified 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 105ILCS 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 1/185 of the teacher's salary for that ensuing school term.

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 C: 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) Facilities operated and maintained by the Board to which five (5) or more teachers are regularly assigned on a full-time basis shall include a toilet facility for the use of such teachers.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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 D: 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 E: 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 F: 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 G: 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. If this is not possible, the teacher shall be afforded 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 one (1) period per day, as defined in the host building with the exception of schools with block scheduling, where fifty percent (50%) of one block period shall be deemed a planning period, not to exceed forty-five (45) minutes per day. When all avenues have been exhausted and the teacher still has less than one (1) preparation period per day, such teacher shall be compensated at the then current internal substitution compensation rate. 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.

Teacher participation in mandatory meetings will be limited to four (4) times per month. Additional meetings may be convened and a teacher may voluntarily participate.

During the teacher's preparation time, the teacher need not be present with students.

Section H: Center-Based Substitutes

The Board may consider the use of bargaining unit full-time certified 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 I: Itinerants Adverse Weather Conditions

During adverse weather conditions which makes 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 J: 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 K. 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.

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 a vacation period, 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

For each teacher who does not show evidence of participation in a non-SEDOL health insurance plan and is employed twenty-one (21) or more hours per week ("eligible teacher"), the Board shall contribute:

- (1) toward a standard group hospital/major medical policy of insurance (PPO) as selected by the Board, which provides substantially the same coverages as those in effect on September 1, 2006, an amount equal to the full premium cost for single coverage. Except as otherwise provided herein, such coverage shall be for the twelve (12) month period commencing September 1 of each year. The teacher may select individual, dual, or family coverage. Nothing herein shall imply that the Board guarantees insurability of any teacher.
- (2) toward a Health Maintenance Organization (HMO) as selected by the Board which provides substantially the same coverages as those in effect on September 1, 2006, an amount equal to the full premium cost for single coverage.

In addition to the cost of single coverage, the Board shall contribute toward the cost of the monthly premium for each teacher who selects the dual HMO coverage:

- \$454.07 for 2011-2012 enrollment in dual coverage in the HMO-IL Plan
- \$448.81 for 2011-2012 enrollment in dual coverage in the HMO-Blue Plan

In addition to the cost of single coverage, the Board shall contribute toward the cost of the monthly premium for each teacher who selects the family HMO coverage:

- \$583.52 for 2011-2012 enrollment in family coverage in the HMO-IL Plan
- \$578.26 for 2011-2012 enrollment in family coverage in the HMO-Blue Plan

However, for any employee covered by this Agreement and hired* by SEDOL to begin working for or after the 2011-2012 school year, (*this shall not include any employees subject to recall upon the expiration of the preceding Agreement), the Board shall contribute the following amount toward the cost of the monthly premium:

- \$375.00 for 2011-2012 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. The teacher may select individual, dual, or family coverage. Nothing herein shall imply that the Board guarantees insurability of any teacher.

- (3) the premium cost for each teacher who works twenty-one (21) or more hours per week for twenty-five thousand dollars (\$25,000) in life insurance. In addition, each teacher shall have the option to purchase an additional twenty-five thousand dollars (\$25,000) in life insurance from the carrier. Nothing herein shall imply the insurability of any teacher.
- (4) In addition, a dental insurance plan selected by the Board will be made available at each employee's expense.

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 in August of each year. 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 has a change of family status.

Subsection 3: Miscellaneous Provisions

- (1) For eligible teachers employed less than full-time, 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 employment.
- (3) Premiums and costs shall be allocated to the year (commencing September 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 on the last day of the month in which termination of employment occurs. Based on actual days worked, if any remaining health insurance allowance exists once premiums have been covered through the last day of the termination month, the employee will receive the difference as a cash payment in their final paycheck.
- (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 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.

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.

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 twenty-three (\$23.00) 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.

This Section shall apply to a teacher who is required to substitute for an absent interpreter, teacher aide, or teacher assistant, provided said teacher is on planning time. This Section shall apply to a certified 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 supportive service personnel 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 (Not applicable during the term of this Agreement – no movement to new compensation bracket allowed.)

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 condition:

- (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 13th 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 shall be permitted to advance no more than one (1) horizontal lane during each school year. 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 that year.

Section H: Longevity Compensation (Only those teachers who received longevity compensation during the 2010-2011 school year shall retain the right to receive longevity compensation during the term of this Agreement.)

One (1) year after the teacher has reached the top of the compensation schedule, he/she shall receive longevity compensation each year in addition to his/her basic compensation. Such compensation shall continue until resignation or retirement from the district. This amount shall be three thousand two hundred dollars (\$3,200) in 2011-12.

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 (There shall be no advancement allowed during the term of this Agreement.)

All earned semester hours of credit to be applied toward compensation advancement are to be graduate credits and shall be subject to the following:

- (1) Coursework beyond the BA, but prior to the MA
 - (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 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.
- (3) Review of Requests to Pre-Approve Coursework for Compensation Advancement:

A committee shall be made up 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.
- (4) Alternatively to any of the above, 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

- (1) 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.

- (2) 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.
- (3) 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.
- (4) 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 parties agree to a "salary schedule freeze" during the 2011-2012 school term. Accordingly, except for those teachers receiving a retirement incentive, every employee covered by this Agreement shall receive the same base salary he/she received during the 2010-2011 school term and no vertical or horizontal advancement shall be permitted during the 2011-2012 school term. New employees shall be appropriately placed on the 2010-2011 salary schedule.

In lieu of any other increase, except for those employees receiving a retirement incentive, every full-time employee covered by this Agreement who worked full-time in the District during 2010-11 and is now working in 2011-2012, shall receive a non-recurring payment of seven hundred dollars (\$700.00). Such sum shall be paid in two (2) equal installments to be paid on December, 15, 2011 and on June 30, 2012.

Part-time employees shall receive a pro-rated bonus based on their percentage of full time employment during the 2011-2012 school term.

(The following paragraph will not be applicable during 2011-2012.) Each school year, teachers, psychologists, social workers, certified school nurses, speech-language pathologists, vocational facilitators, and educational diagnosticians shall be placed on the appropriate level of the Compensation Schedule (one [1] level higher than the previous year), except part-time staff shall receive experience increments every other year as provided before.

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, certified 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.

(The following paragraph will not be applicable during 2011-2012.) Teachers shall receive their scheduled salary increase, including horizontal and vertical lane advancement, unless they are eligible to retire or they are within four (4) years of retirement eligibility (age and service credit).

Teachers who are eligible to retire or within four (4) years of retirement eligibility in the Illinois Teacher Retirement System (ITRS) shall not receive a salary increase greater than six percent (6%) over their previous year's salary as initially reflected on the salary schedule. In no event may such Teacher's total creditable earnings, as defined by ITRS, exceed six percent (6%) of such Teacher's prior year's total creditable earnings. Should extra duties and pay result in excesses beyond six percent (6%) for Teachers 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.

(Everything which follows in this Section L shall not be applicable during 2011-2012, due to salary schedule freeze.) Annual Compensation Schedules shall be created as follows:

- (1) An index shall be as Appendix A.
- (2) The Compensation Schedule shall retain the same number of lanes and number of steps as the 2006-2007 Compensation Schedule.
- (3) The beginning BA Lane salaries, from the Lake County Regional Office of Education for each prior year, shall be listed and ranked, for all SEDOL member districts.
- (4) If any starting salaries are not listed, they may be used if obtained from the district and can be mutually verified by SEDOL and the Union as accurate. If a starting salary is not available for that school year, the school district shall receive the same numerical ranking as the prior school year.
- (5) The starting SEDOL salary shall be equal to one hundred percent (100%) of the median starting salary for the prior school year each year. If in a given year there are an even number of member districts, which would result in two (2) median salaries, then the midpoint of the two shall be used.
- (6) The remainder of the Compensation Schedule shall be calculated, using the index to fill in the remainder of the schedule.
- (7) Each successive year, the BA 1 salary and the remainder of the Compensation Schedule shall be calculated, figured as above.
- (8) Each year, on or about May 1, representatives from the administration and the Union shall meet to create the Compensation Schedule for the following year using these parameters.

Section N: Tuition Reimbursement

The Board shall establish a fund in the amount of fifty thousand dollars (\$50,000) for payment beginning in the 2011-2012 school term for tuition reimbursement. 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 certification 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, or the 2011-2012 hourly rate charged by Northern Illinois University for graduate coursework (*i.e.*, \$320.40 per hour).

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.

All 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. Requests to meet with the Tuition Reimbursement Committee should be filed directly with the Director of Human Resources no later than November 8 to insure a scheduled date. A teacher shall have until no later than November 15 to appeal in person at SEDOL with the Tuition Reimbursement Appeal Committee to the stated amount in the notice. Any appeals filed after November 8 shall be deemed untimely and shall be denied, regardless of merit.

The Tuition Reimbursement Appeal Committee shall consist of two (2) members appointed by the Union and two (2) members appointed by SEDOL. The Committee shall hear the appeal as soon as possible after it is filed. A majority of the Committee shall decide the appeal. If the Committee is evenly split, the amount of reimbursement in dispute shall be fifty percent (50%) approved and fifty percent (50%) disallowed. There shall be no further appeal from the decision of the Committee. If the appeal process is followed, the amount of reimbursement shall not be subject to the contractual grievance procedure, the SEDOL Chain of Command, nor to appeal through the Union.

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 for twelve (12) months, the Superintendent or designee shall have the discretion to provide a recruitment incentive not to exceed two thousand five hundred dollars (\$2,500) to prospective employees.

Section U: Retirement Incentive Plan

To be eligible to participate in the Retirement Incentive Plan, a teacher shall have completed 15 years of continuous full-time service (unpaid leave time does not break continuity, but does not count as full-time equivalency) to SEDOL at the time he/she submits an irrevocable notice of intent to resign for the purpose of retirement. Additionally, such teacher shall not be age/service eligible to retire under the statutory Early Retirement Without Discount ("ERO") option of the Pension Code (*i.e.*, between the ages of 55 and 60, with 20 or more years of service but fewer than 35 years of service).

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 on or before September 1, 2011, shall be eligible to elect a one (1) year or a two (2) year retirement incentive.

A teacher who elects a one (1) or a two (2) year retirement incentive shall have his/her 2011-2012 salary increased by 6% over his/her 2010-2011 base salary.

A teacher who elects a two (2) year retirement incentive shall additionally have his/her 2012-2013 salary increased by 6% over his/her 2011-2012 salary (*i.e.*, 2010-2011 base salary plus 6%).

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 contained 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.

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).

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 - Informal

A grievance shall first be discussed with the immediate supervisor with the objective of resolving the matter informally:

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

No informal grievance shall be recognized unless the occurrence giving rise to the grievance shall have occurred within one (1) calendar month of the lodging of such informal grievance (e.g., a grievance occurring February 15 must be filed on or before March 15).

Section D: Procedure - Formal

- (1) In the event the matter is not resolved informally, the problem stated in writing may be lodged with or submitted as a grievance to the immediate supervisor, provided such shall be filed no later than ten (10) school days after the last informal meeting held with the immediate supervisor, or the occurrence of the event giving rise to the grievance, whichever shall last occur.
- (2) 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.
- (3) An appeal from the decision of the supervisor may be made to the Superintendent within fifteen (15) school days after receipt of the supervisor's decision.
- (4) Within seven (7) school days after receiving the appeal, the Superintendent or designee shall meet and confer on the grievance with the view to arriving at a mutually satisfactory adjustment. The grievant may be accompanied thereat by a representative of the Union. 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.

- (5) The Union may appeal from the determination of the Superintendent by submitting a demand in writing within fifteen (15) school days of such decision that the matter be carried forward to final and binding arbitration. The arbitrator shall be selected from a panel to be secured from the American Arbitration Association. The cost of the arbitrator and of his/her selection from the American Arbitration Association shall be shared equally by the Board and the Union.

Section E: General Provisions

- (1) 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.
- (2) No teacher at any stage of the grievance procedure shall be required to meet with an administrator without Union representation.
- (3) 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.
- (4) 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 an acceptance of decision.
- (5) The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
- (6) Teachers shall be free to lodge and to persevere in a grievance without interference or penalty.
- (7) 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, 2011.

Section F: Duration

This Agreement shall terminate August 15, 2012.

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: Effect of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of the Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matter during the term of the Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of this Agreement and remain Administrative prerogatives.

Section J: Typing and Printing of Agreement

The Union 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 2007-2011 Agreement.

IN WITNESS WHEREOF:

President
SEDOL Governing Board

President
SEDOL Teachers' Union

Dated: _____

Dated: _____

APPENDIX A

SEDOL COMPENSATION SCHEDULE INDEX

2011-2012 YEARS STEP		BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60 QPE	MA+75 QPE+15	MA+90 QPE+30	MA+105 QPE+45	MA+120 QPE+60
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					
2011-2012 Longevity		\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200

APPENDIX B

SEDOL 2011-2012 COMPENSATION SCHEDULE												
2011-2012		BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75	MA+90	MA+105	MA+120
YEARS	STEP							QPE	QPE+15	QPE+30	QPE+45	QPE+60
0	1	35,444	37,571	39,697	41,824	43,951	46,077	48,204	50,330	52,457	54,584	56,710
1	2	36,755	38,988	41,186	43,383	45,581	47,814	50,011	52,209	54,407	56,640	58,837
2	3	38,138	40,442	42,710	45,014	47,282	49,586	51,890	54,158	56,462	58,731	61,035
3	4	39,556	41,930	44,305	46,680	49,054	51,429	53,804	56,179	58,553	60,928	63,303
4	5	41,044	43,525	45,971	48,452	50,898	53,379	55,824	58,305	60,751	63,232	65,678
5	6	42,604	45,156	47,708	50,260	52,812	55,364	57,915	60,467	63,019	65,571	68,123
6	7	44,163	46,822	49,480	52,138	54,796	57,419	60,078	62,736	65,394	68,052	70,675
7	8	45,829	48,594	51,323	54,088	56,817	59,581	62,346	65,075	67,840	70,569	73,334
8	9	47,530	50,401	53,237	56,108	58,943	61,814	64,650	67,521	70,356	73,227	76,063
9	10	49,338	52,280	55,257	58,199	61,176	64,118	67,095	70,037	73,015	75,956	78,934
10	11		54,229	57,313	60,397	63,445	66,528	69,577	72,660	75,744	78,792	81,876
11	12		56,285	59,440	62,630	65,820	69,009	72,199	75,389	78,579	81,734	84,924
12	13		58,376	61,673	64,969	68,301	71,597	74,893	78,189	81,486	84,817	88,114
13	14		60,574	63,976	67,414	70,853	74,255	77,693	81,131	84,534	87,972	91,410
14	15		62,807	66,387	69,931	73,475	77,055	80,600	84,144	87,724	91,268	
15	16			68,868	72,554	76,240	79,926	83,612	87,299	90,985		
16	17			71,420	75,248	79,076	82,904	86,731	90,559			
17	18			74,113	78,083	82,053	86,023	89,992				
18	19			76,878	80,990	85,101	89,248					
Longevity	amount	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200
	L	52,538	66,007	80,078	84,190	88,301	92,448	93,192	93,759	94,185	94,468	94,610

APPENDIX C

SEDOL FULL-TIME YEARS AND STEPS

YEARS	STEP
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10
10	11
11	12
12	13
13	14
14	15
15	16
16	17
17	18
18+	19