

CONTRACTUAL AGREEMENT

between

the

**SPECIAL EDUCATION DISTRICT
OF LAKE COUNTY**

and

**SEDOL SUPPORT STAFF
ASSOCIATION, IEA-NEA**

2010 - 2013

ARTICLE I

RECOGNITION

1.1 RECOGNITION

The Governing Board of the Special Education District of Lake County (SEDOL (herein referred to as 'Employer', 'Management' or 'Board')) recognizes the SEDOL Support Staff Association/IEA/NEA (herein referred to as 'Union') as the sole and exclusive bargaining representative for all regularly employed full time and part-time paraprofessionals, paraeducators, non-registered therapy assistants, reader/braillists, bilingual interpreters, sign language interpreters, community experience coaches, transition coaches, and program attendants, (herein referred to as 'Employees') and specifically not including LPN's, certified occupational therapy assistants, registered physical therapy assistants, all certified professional instructional personnel, occupational therapists, physical therapists, audiologists, secretaries, custodial and maintenance employees, and all supervisory confidential, managerial, short-term and student employees as defined by the Illinois Educational Labor Relations Act ('Act'). The parties will negotiate under and abide by the rules and regulations of the Act.

ARTICLE II

CONTRACT ADMINISTRATION

- 2.1** Representatives of the Employer and the Union will meet each month for the purpose of reviewing the administration of the contract provided that if both parties agree that there are no issues to discuss one month, the meeting can be canceled.
- 2.2** Within thirty (30) calendar days after the agreement is signed, copies of the agreement shall be printed by the Board and presented to each employee. In addition, the Board shall provide the Union an additional one hundred (100) copies of the agreement. The Board and the Union shall alternate responsibility for reproducing copies of successor agreements. The party reproducing copies shall bear all costs related thereto.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 DEFINITIONS:

A grievance shall be any claim by the Union, an Employee, or group of Employees that there has been a violation, misapplication or misinterpretation of any of the provisions of the Agreement.

A. All time limits consist of days the SEDOL Administrative office is officially open for business.

3.2 PROCEDURES:

STEP I: A grievance shall first be discussed with the immediate supervisor in an attempt to resolve the matter informally. No grievance shall be recognized unless it is formally filed within thirty (30) days of the event giving rise to the grievance.

STEP II: The grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Union's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Union shall be provided with the supervisor's written response, including the reasons for the decision.

STEP III: If the grievance is not resolved at Step II, then the Union may refer the grievance to the Superintendent or the Superintendent's designee within ten (10) days after receipt of the Step II answer. The Superintendent or designee shall arrange with the Union representative for a meeting to take place within ten (10) days of the Superintendent's or designee's receipt of the appeal. Within five (5) days of the meeting, the Union shall be provided with the Superintendent's or designee's written response, including the reason for the decision.

STEP IV: If the Union is not satisfied with the disposition of the grievance at Step III, the Union may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step II answer, then the grievance shall be deemed withdrawn. If within fifteen (15) days of the filing of the demand with the Employer the parties cannot agree on the arbitrator, the demand shall be submitted to the American Arbitration Association, which shall act as the administrator of the proceedings.

3.3 BYPASS:

By mutual written agreement, any step of the grievance procedure may be bypassed.

3.4 BYPASS TO STEP III:

A grievance, which involves a claim by one or more Employees concerning the same issue, or a grievance involving an administrator above the building level may be initially filed by the Union at Step III.

3.5 NO REPRISALS CLAUSE:

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation or refusal to participate in a grievance.

3.6 RELEASED TIME:

Should the hearing of any grievance require that a grievant or witness or a Union representative be released from their regular assignment, the Employee and/or Union representative shall be released without loss of pay or benefits.

3.7 FILING OF MATERIALS:

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

3.8 GRIEVANCE WITHDRAWAL:

A grievance may be withdrawn by written notice to the Superintendent at any level without establishing precedent.

3.9 NO WRITTEN RESPONSE:

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be filed at the next step.

3.10 EXPEDITED ARBITRATION:

By mutual written Agreement, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

3.11 COSTS:

The fees and the expenses of the arbitrator shall be shared equally by the parties.

3.12 SETTLEMENT:

By mutual written agreement, a grievance may be settled at any step without establishing precedent.

3.13 COURT REPORTER:

If only one party requests the presence of a court reporter, that party shall bear the cost of the court reporter. If both parties request a transcript of the proceeding, the cost of the transcript copies shall be divided equally among the parties.

3.14 TIME LIMITS:

By mutual written agreement, time limits may be extended at any step.

ARTICLE IV

EMPLOYEE RIGHTS

4.1 RIGHT TO ORGANIZE AND PARTICIPATE:

Employees shall have the right to organize, join and assist the Union, to participate in negotiations with the Employer through representatives of their own choosing and to engage in other activities individually or in concert for the purpose of establishing, maintaining, protecting or improving conditions of service and the quality of the educational environment. Employees shall also have the right to refrain from any or all such activities.

4.2 BREAK PERIOD:

Employees shall be permitted to leave their building during any break period or lunch period provided appropriate notice is given to the Employee ' s immediate supervisor or such notice as is required in the particular building in which the Employee is assigned.

4.3 NOTIFICATION OF ASSIGNMENTS:

An employee shall be given written notice of his assignment for the following school year as soon as the assignment is determined. If an assignment is subsequently changed, the Employee shall be notified of the reason for the change.

4.4 STRIKE POLICY:

If the employees of a member district should cause or create any form of work stoppage, SEDOL Employees shall not be required to substitute or perform duties of the Employees of the striking member district. If a strike should occur in any member district on a non-student attendance day, the Employee(s) shall report to the SEDOL Administrative offices for their assignment.

In the event SEDOL teachers strike, assistants shall not be required to substitute for or assume the duties of the striking SEDOL teachers but shall continue to perform their own assigned duties.

4.5 RIGHT TO HEALTH AND SAFETY INFORMATION:

Employees who work directly with a student shall be informed of any medical or health conditions and/or any behavioral characteristics of that student, which pose a safety or health risk to the Employee or other students.

4.6 ILL STUDENT CARE:

If a child comes to school ill or becomes ill while at the school and the child cannot for some reason go home, the child will be removed from the classroom and cared for by the school nurse. The Employee will not be required to provide health/nursing care. However, an Employee may be needed to attend to the child, to the best of the Employee's ability, pending health/nursing care.

ARTICLE V

UNION RIGHTS

5.1 The President of the Union or his or her designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting. Such shall be delivered at least twenty-four (24) hours prior to the scheduled time of such meeting. A copy of the approved Board minutes shall be mailed or placed in the mailbox of the Union President the day following approval.

5.2 PERTINENT INFORMATION - UNION:

The Board shall respond to written requests, by furnishing within five (5) days any information which may be necessary for the Union to process any grievance or complaint. The Board shall also furnish annual financial reports and audits; a register of all personnel; tentative budgetary requirements and allocations; treasurer's reports; census and pupil membership data; names, addresses, seniority and experience credit of all Employees; compensation paid thereto; and all other information which will assist the Union in representing the Employees to the extent required by law.

5.3 NAMES AND ADDRESSES - NEW EMPLOYEES:

Names, addresses, phone numbers and work site of newly hired Employees shall be provided to the Union within thirty (30) days after their hiring.

5.4 UNION LEAVE:

The Union shall be granted up to twelve (12) days of Union Leave for each school year of this Agreement. Unused days shall accrue from year to year. These days will be used for attendance at local, state or national conferences or other Union business. The Union President shall provide at least five (5) days advance written notice of such leave to the Superintendent or designee. No more than five (5) Union members shall be allowed to use Union Leave on the same day. The Union shall reimburse the District for the cost of any substitute(s) employed to replace Employee(s) on Union Leave. The pay for such substitute shall be at the beginning rate for Category I, II, III or IV, as may be applicable.

5.5 UNION RIGHTS - EXCLUSIVE:

The rights granted to the Union in this Agreement shall not be granted or extended to any competing employee organization during the term of this Agreement, absent a contrary order of the Illinois Educational Labor Relations Board.

5.6 UNION - ADMINISTRATION MEETINGS:

The Union representatives and the SEDOL Supervisor/Principal shall meet periodically to discuss building level concerns if requested by either party.

5.7 UNION PARTICIPATION - EMPLOYEE SUSPENSION, DEMOTION, DISCHARGE:

Any Employee charged with misconduct, neglect or any violation which may reasonably result in the Employee's suspension or discharge shall be allowed union representation in any investigatory meeting involving the Board or Administration and the Employee regarding such charge, provided the Employee requests such representation. The Board and Administration reserve the right to cancel any such investigatory meeting if the Employee requests union representation. Prior to scheduling any such meeting or hearing, the Employee will be given five (5) days notice of the nature of the charge and informed of his/her rights to be represented by the Union at such meeting.

5.8 EMPLOYEE ORIENTATION:

The Union President will be allowed time at opening day inservices to address Employees.

5.9 UNION USE OF DISTRICT FACILITIES AND EQUIPMENT:

Upon prior notice, the Employer will allow the Union to use District facilities for committee, general or building Employee meetings outside of school attendance hours. Union members will be allowed to store Union materials in their rooms or desks in a place not available to students if storage space is available.

In addition, and consistent with administrative procedures at the time of use, the Union shall have the right to use office equipment on days and times when such equipment is not in use. The Union shall pay for the reasonable cost of all materials, supplies and operator (when necessary) incidental to such use. It is understood that school business takes priority over Union business.

5.10 BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES:

The Union shall have the right to use the school mailboxes. Moreover, the Union may have in each SEDOL-operated school building, a bulletin board provided at Union expense at a location mutually agreed upon by the parties, preferably in the employee lounge. The Union may use the District's Inter-School Mail services for distribution purposes.

5.11 UNION NOTIFICATION OF ASSIGNMENT:

The work location of each Employee shall be made available to the Union at the District's business office ten (10) days after the start of each school term.

5.12 FAIR SHARE:

- A. Each Employee as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union including local, state and national dues. Union fees or fair share fees, whichever is applicable, shall be paid through payroll deduction.
- B. In the event that the Employee does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Union by the Board no later than (10) days following the deduction.

5.13 DIRECTORY AND NEWSLETTER:

The Union and its officers shall be listed in the SEDOL directory, and the first SEDOL Newsletter of each school year, if there be such publication.

5.14 UNION MEETINGS:

General Union meetings for the membership will be scheduled at 4:00 p.m. to avoid conflicting with classroom schedules throughout SEDOL programs. In order to facilitate member attendance, the Union will designate a building representative, when possible, from all SEDOL sites where instructional programs are housed. If a building's scheduled ending time in combination with the distance to the meeting site (defined as ten (10) miles or more) interferes with the Employee's ability to attend at the designated 4:00 p.m. meeting time, the building representative may be released from duties fifteen (15) minutes early to aid in timely arrival at the meeting. Fifteen (15) minute early release will only be granted in those instances where full supervisory coverage for students' dismissal has been pre-arranged and approved by the supervising classroom teacher and/or program supervisor. Whenever possible, Employees will give at least five (5) school calendar days notice to the supervising classroom teacher or program supervisor prior to an Association meeting. Supervisory staff reserves the right to deny a request for early release due to extenuation and/or emergency circumstances on a specific date.

5.15 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 of which the agenda indicates, will deal in open session with Employee working conditions.

ARTICLE VI

LEAVES

6.1 SICK LEAVE:

At the beginning of each work year, each Employee shall be credited with thirteen (13) days of sick leave, the unused portion of which shall accumulate from year-to-year to 180 days. Employees, whose start date is after the beginning of the school year, will be given pro-rated sick days and personal days. The Employer shall furnish each Employee with a written statement on or before October 15th of each year setting forth the total accumulated sick leave credit for said Employee.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sister-in-law and legal guardians.

Employees who work less than five (5) days per week shall receive sick leave based upon the percentage of the number of days worked per week to the total annual allotment as follows:

<u>Days Worked Per Week</u>	<u>Percentage of Total Sick Leave</u>
1	20%
2	40%
3	60%
4	80%
5	100%

Employees who work less than six (6) hours per day shall receive the total annual allotment for the number of hours worked per day.

Sick leave may be used in increments of 1/4 (.25) day. In order to insure equity to each Employee, the Administration will deduct (.25) day of the partial day absence(s) in the following increments based upon the number of hours worked per day:

of Hours Worked:

Absence Time for Deduction:

	<u>.25 day</u>	<u>.50 day</u>	<u>.75 day</u>
7.50	2.00 hrs.	3.75 hrs.	5.75 hrs.
7.25	2.00	3.75	5.50
7.00	1.75	3.50	5.25
6.75	1.75	3.50	5.00
6.50	1.75	3.25	5.00
6.25	1.50	3.25	4.75
6.00	1.50	3.00	4.50
5.75	1.50	3.00	4.50
5.50	1.25	2.75	4.25
5.00	1.25	2.50	3.75
4.75	1.25	2.50	3.50
5.25	1.25	2.75	4.00
4.50	1.00	2.25	3.50
4.25	1.00	2.00	3.25
4.00	1.00	2.00	3.00
3.75	1.00	2.00	2.75
3.50	1.00	1.75	2.50
3.25	0.75	1.50	2.50
3.00	0.75	1.50	2.25

If the Employee leaves his/her assignment for less than 1/4 (.25) of the assigned work day, the Employee may request to be docked for the exact number of hour(s) that he/she is absent from work.

If an Employee is necessarily absent from employment resulting from a direct physical attack by a student which occurred within the scope of the Employee’s assignment and while performing pursuant to Board policy and administration direction, the Employee shall not suffer any deduction of accumulated sick leave for the first three (3) days of absence.

6.2 SICK LEAVE BANK:

A Sick Leave Bank shall be established as follows:

- A. An Employee as identified in “C” below who desires to participate in the Sick Leave Bank shall donate two (2) accumulated sick leave days before September 1st of a given work-year. No additional donation shall be required in any subsequent year, except as provided in Article B. By September 30th of each work-year, the Association shall provide the Human Resources Office with a copy of the participant ’ s signed authorization forms and a certified list of current participants.

Donated sick leave days shall not be applied to or against an Employee ’ s perfect attendance bonus.

SEDOL Support Staff Collective Bargaining Agreement 2010-2013

- B.** If in any year, the total number of days in the Sick Leave Bank falls below five (5), each participant shall contribute one (1) additional day.
- C.** An Employee who has, through consecutive employment by SEDOL, completed the equivalent of two (2) years of full-time service may participate in the Sick Leave Bank.
- D.** In order to draw upon the Sick Leave Bank, an Employee:
 - 1. Must have been a participant in the Sick Leave Bank at the beginning of the work-year in which he/she has applied to utilize the Bank.
 - 2. Must have exhausted all accumulated and newly granted sick leave and personal leave.
 - 3. Shall have been absent without pay for health reasons for at least five (5) days during the work year in which the draw is to be used.
- E.** Once days are donated to the Sick Leave Bank, such donation shall be irrevocable.
- F.** In order to draw any day(s) from the Sick Leave Bank, the eligible Employee shall make application to the SEDOL Human Resources Office. The SEDOL Administration will require a medical doctor's statement confirming that the participant's illness/injury necessitated absence from work.
- G.** Each participant who enrolls in the Sick Leave Bank must donate two (2) days a year until a total of fifty (50) days are reached (with all participants' contributions).
- H.** Any Employee who elects to give notice of intent to participate in the Sick Leave Bank but who has not been a continuous participant in the Sick Leave Bank during the life of the Bank, shall be required to donate the same amount of days as other members of the Bank for each school-year during which:
 - 1. The Employee was not a participant and was eligible.
 - 2. The Sick Leave Bank was in existence.
 - 3. The Board employed the Employee.

Any one individual will be limited to use twenty (20) days from the Sick Leave Bank within one (1) school year. (See **Appendix A**)

6.3 PERSONAL LEAVE:

At the beginning of each school year, each Employee shall be credited with two (2) days to be used for personal business. A personal business day may be used for any purpose at the discretion of the Employee. An Employee planning to use a personal business leave day shall submit a written request for approval to the principal or supervisor at least two (2) days in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences. Unused days shall be added to the sick leave total. Any Employee who does not use either personal business leave days may elect to receive compensation for such unused days at the Employee's daily rate of pay. Any such paid unused personal business leave days shall not be added to accumulated sick leave.

6.4 ADDITIONAL PAID LEAVES:

- A. Bereavement Leave: Employees shall be allowed a maximum of three (3) days per incident for leave to attend funeral services of immediate family members as defined in Section 6.1 of this Agreement.
- B. Religious Holidays: Employees shall be allowed two (2) days per year for required observance of a recognized religious holiday of the Employee's faith when such observance is not possible outside working hours.
- C. Jury Duty and Other Related Appearances: Any Employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including a request for attendance during an arbitration, fact finding or Illinois Educational Labor Relations Board proceeding, shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits. Employees shall promptly submit to the Board any jury or witness fees or other compensation paid for such service, except for reimbursement for mileage or other expenditures. This leave cannot be used for personal litigation unless the personal litigation is with SEDOL.
- D. Professional Leave: Upon prior written approval each Employee shall be entitled to leave with full pay to attend professional conferences, meetings or workshops provided such is requested in writing to the building level supervisor and attendance is beneficial to the Employee or the District. If approval is denied the Employee shall be provided written reasons for the denial.

6.5 NON-PAID LEAVES OF ABSENCE:

An Employee who has satisfactorily completed the first full year of employment with SEDOL may request in writing, and shall be granted, a leave of absence for up to two (2) years without pay. Prior to the onset of any leave of absence taken for any illness or disability an Employee may choose to use his/her available sick leave. During the leave of absence seniority will accrue. Upon return from the

leave the Employer will return the Employee to his prior position if vacant. If a request is made to end the leave early, such request will be granted and the Employee may be placed if there is an available and appropriate position, based on experience, skills, and/or training. All accumulated benefits and rights of employment previously gained shall be retained upon return. An Employee on leave of absence shall notify the Superintendent or designee, in writing, by March 1st of their desire to return to employment the following August. If the leave is for the first half of the school year only, the Employee shall notify the Superintendent or designee by November 15th of their intention to return at the beginning of the second semester. The Employee will provide at least a two (2) week notice, prior to the commencement of any non-paid leave of absence, except in the case of an emergency.

Short-term emergency leave may be granted at the discretion of the Superintendent or designee.

Any health insurance or other fringe benefits previously paid by the Board may be continued at the Employee ' s expense by making the necessary premium payments in advance on a monthly basis.

Employees may have different and/or additional rights under the District's Family and Medical Leave policy for certain qualifying events.

6.6 JOB SHARING:

Any continuing Employee may request to share a position with another support staff Employee for which they are both qualified. Such request shall be submitted to the Superintendent or designee. The request shall be a joint written request, signed by both Employees proposing to share the position and specifying the position sought to be shared. Such requests shall be considered and may be granted on such terms and conditions the Superintendent deems appropriate, subject to the following:

- A.** The continuing status of the participating Employees shall not be affected.
- B.** Seniority shall accrue in accordance with this Agreement.
- C.** Said approved job sharing shall be renewed annually.
- D.** In the event the employment of a participating Employee ceases, for whatever reason (including leaves of absence), the Superintendent or designee shall have the right to return the remaining participating Employee(s) to original status or fill the vacant position.
- E.** If the request is denied, the Employee(s) shall be given written reason(s) for the denial. The reasons for denial shall not be arbitrary, capricious or discriminatory in nature.
- F.** Participation in any insurance program shall be subject to the conditions of the insuring program in effect.

An Employee seeking a job share partner may request that SEDOL advertise the job share position via the SEDOL Newsletter, SEDOL Website or other internal communication(s).

ARTICLE VII

DISCIPLINE OR DISMISSAL

7.1 JUST CAUSE DISCIPLINE:

Non-probationary Employees shall not be disciplined without just cause. Steps of progressive discipline will be implemented. Discipline steps include but not limited to: verbal warning, written warning, suspension, and dismissal. Administration reserves the right to apply the appropriate discipline step based on factors including but not limited to: the severity of the incident, the prior disciplinary record of the employee, the employment longevity of the employee, the employee's cooperation during any investigation and other relevant factors. At the time such action is taken, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the Employee and the Union. Written reprimands or warnings shall be defined as a separate document apart from the Employee evaluation form. The issues/concerns addressed in said document may be addressed in the evaluation process. To be effective as a warning and/or reprimand, such shall be reduced to writing and given to the Employee and the Union.

7.2 Discipline Procedures

Demotion, discipline, or other involuntary change in the employment status of any Employee shall be preceded by:

- A. Notification of the Employee's right to union representation and right to a complete review of the Employee's personal file with the Employee and his/her representative, if the employee elects to do so.
- B. The evaluation process shall not be used for discipline (reference Article XII).
- C. A conference with the Employee by the immediate supervisor prior to taking any action.
- D. A written explanation for the action to the Employee and the Union.

ARTICLE VIII

JOB DESCRIPTION AND CLASSIFICATION

- 8.1** Job descriptions are incorporated herein by reference. The Union and the Board will negotiate job descriptions for new positions or for positions where the program has changed substantially.

ARTICLE IX

SENIORITY

9.1 DEFINITION OF SENIORITY:

Seniority shall be defined as the length of service within the district as a member of the bargaining unit, with the exclusion of approved leaves. Accumulation of seniority shall begin from the Employee's first working day. In the event that more than one individual Employee has the same starting date of work, position on the seniority list shall be determined by drawing lots.

A. Seniority Rights

1. Vacancies (refer to Article X. 10.5 Transfer)
2. Job Displacement (refer to Article X. 10.5 Transfer)
3. Reductions in Force (refer to Article XIV. 14.1 Reductions in Force/Layoff/Recall)
4. Overtime (refer to Article XI. 11.2 B Overtime)

9.2 PROBATION:

Probationary Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Employees' probationary period shall be ninety (90) workdays during the regular school term. Probationary Employees are subject to immediate termination. The Employee's immediate supervisor will complete a formal assessment, at approximately the forty-fifth (45th) day of employment, but no later than the fifty-fifth (55th) day of employment, based upon the performance responsibilities and standards set forth by the District. The provisions of Section 7.1 are not applicable to probationary Employees.

(See APPENDIX B SEDOL Probationary Employee Checklist)

9.3 MAINTAINING AND POSTING OF SENIORITY LISTS:

The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district by February 1st of each year. A copy of the seniority list and subsequent revisions shall be furnished to the Union President and distributed to all SEDOL buildings.

9.4 LOSS OF SENIORITY:

An Employee will lose seniority in the following instances:

- A. Resignation
- B. Dismissal for cause
- C. Retirement
- D. Expiration of the one (1) year recall period after a reduction-in-force under Section 10.23-5 of The Illinois School Code (105 ILCS, Par. 5/1-1).

ARTICLE X

VACANCIES, TRANSFERS AND PROMOTIONS

10.1 DEFINITION OF VACANCIES:

A vacancy shall be defined as a newly created position or a present position that is not filled.

10.2 POSTING OF VACANCIES:

All vacancies that involve a promotion to any position within the bargaining unit will be posted during the school year in each SEDOL building of the district for a period of five days. Said posting shall contain the following:

- A. Type of work
- B. Department where vacancy exists
- C. Hours
- D. Classification
- E. Minimum requirements
- F. Starting date
- G. Hourly rate range

10.3 APPLICATION, NOTIFICATION TO APPLICANTS:

Interested parties may apply in writing to the Director of Human Resources, within the five (5) day posting period.

When the position has been filled, the Employer shall make known its decision to all applicants within ten (10) days.

10.4 TRIAL PERIOD:

In the event of promotion in or transfer from one classification to another (e.g.; classroom assistant to transition coach) the Employee shall be given a ninety (90) workday trial period in which to demonstrate his/her ability to perform the new job. At approximately the first forty-fifth (45th) day of employment but no later than the fifty-fifth (55th) day of employment, the Employee's immediate supervisor will complete an informal written assessment based upon the performance responsibilities and standards set forth by the District. If the Employee is unable to demonstrate ability to perform the work required during the trial period, the Employee shall be returned to a substantially similar position previously held at the former rate of pay.

All other Employee evaluation procedures shall be in accordance with Article XII, Section 12.1 of the current Collective Bargaining Agreement.

(See APPENDIX B SEDOL Probationary Employee Checklist)

10.5 TRANSFER:

At any time during the school year, an Employee may inquire and apply for any vacancies which exist. Letters of interest from the Employees should specifically address the age level(s), type of special education program(s) and location(s) for which they are most interested in transferring.

Employees who desire to transfer within their job category for the next school year shall notify the Director of Human Resources in writing no later than May 1st. After assignments are made, openings will be posted. Employees who apply for a bargaining union position within the posted application period, and who have not been interviewed by the Principal or appropriate Supervisor for a similar position in the previous twelve (12) months may be granted an interview and, if denied, shall be provided an explanation for the denial if so requested. No later than August 1st of each school year, the Human Resources Office shall notify all Employees of the status of their transfer request for the upcoming school year.

The vacancies shall be filled from among qualified applicants. Qualifications: shall not simply mean having occupied the position previously or possessing a certificate. If qualifications are equal, seniority shall determine placement.

Vacancy updates shall be posted on a monthly basis on the SEDOL website.

Job Displacement: In cases where a member district engages in the “take-back” of classes, or makes administrative or programmatic changes that cause a reduction in hours, positions, or in the displacement of Employees, the Employee with the appropriate skills and qualifications as determined by the administration for a specific position shall remain. Qualifications shall not simply mean having occupied the provision previously or possessing a certificate. If qualifications are equal, seniority shall determine placement.

10.6 VOLUNTARY TRANSFER:

Employees who voluntarily transfer will be paid the regular hourly rate of pay for his/her new position. The Employee shall be placed in the Category of the Hourly Rate Schedule pertinent to his/her new position based upon the Employee’s equivalent experience in the classification to which the Employee is transferred.

10.7 INVOLUNTARY TRANSFER:

Employees who are involuntarily transferred shall be notified in writing of the reason for the transfer. The Board reserves the right to transfer Employees to any position they are qualified to hold. No Employee shall suffer a reduction of hours or the hourly rate of pay as a result of such involuntary transfer. Employees will be paid for actual hours worked. Employees may elect, in writing, to voluntarily reduce their work hours to match the assigned hours for the new position. Payroll will be calculated based upon actual hours worked.

10.8 COMPENSATION/TEMPORARY DUTIES ASSUMED:

Any Employee who temporarily assumes the duties of another Employee will be paid the regular rate for those duties. An Employee's pay rate shall not be reduced as the result of any temporary change in duties.

10.9 TEACHER ASSISTANT TRANSFER:

Where a teacher transfers to a position where a vacancy exists for a TA, the TA working with the teacher transferred who requests such position shall be considered for transfer.

ARTICLE XI

WORKING CONDITIONS

11.1 WORK DAY/WEEK:

- A. Employees who work four (4) or five (5) hours on assigned workdays shall receive one (1) 30-minute duty-free unpaid lunch and one (1) 15-minute paid break. Employees who work six (6) hours or more shall receive one (1) 30-minute duty-free unpaid lunch and two (2) 15-minute paid breaks. Employees who voluntarily accept an assignment or other duties in lieu of a duty-free lunch will receive compensation for one-half (1/2) hour at their rate of pay.
- B. Any Employee who works more than forty (40) hours in any workweek shall be compensated at one and one-half (1 ½) times his regular rate of pay for the hours in excess of forty (40).
- C. The work day for Employees assigned to Laremont School shall begin at least one-half hour before the students are scheduled to arrive and will end at least fifteen minutes after the students leave.

11.2. A. EXTRA-CURRICULAR ACTIVITIES:

If the Principal/Supervisor requests that an Employee perform extra-curricular activities (extra curricular is defined as activities outside the regular work hours), the Employee shall be paid his/her regular rate of pay on the hourly rate schedule. An employee will be compensated a minimum of one (1) hour for an activity. If the Employee performs overtime work, the Employee shall receive compensation, as defined in Sections 11.1B, 11.2B or 11.2C of this Agreement.

Employees assigned as Interpreters for the Bilingual and Deaf and Hard of Hearing Programs shall continue to be paid for extra-curricular services at the rate of \$25.00 per hour per activity.

During after-school hours, employees assigned as a sign-language interpreter for an adult (i.e., Parent or SEDOL Employee) will require an appropriate license issued by the IDHHC (Illinois Deaf and Hard of Hearing Commission). This licensed interpreter shall be paid at the rate of \$37.50 per hour.

B. OVERTIME:

Overtime shall first be offered to the Employee who is qualified to do the activity having the greatest seniority. If all Employees within the affected worksite refuse the overtime following a second offer, the least senior Employee who is qualified to perform the work may then be required by the Employer to perform the overtime work.

1. Saturday Overtime: All assigned work on Saturdays will be compensated at the Employee's regular hourly rate of pay (unless in excess of forty (40) hours per week, then at one and one-half (1 ½) times the regular hourly rate). A minimum of three (3) hours will be credited to the Employee.

C. SUNDAY AND HOLIDAY OVERTIME:

1. All work on Sunday or Holidays (overtime or not) will be compensated at one and one-half (1 ½) times the Employee's normal rate of pay.

11.3 WORK YEAR:

Employment Year:

The work year for Employees shall be one hundred eighty (180) workdays, as determined by the applicable school calendar established by SEDOL and its member districts. If the work year for employees working in a member district exceeds 180, then the Employee will be paid accordingly. Hourly rates will be applied to actual days worked. Non-student attendance days (i.e., conference, institute, and in-service days) will remain part of the work year.

SEDOL sites following the SEDOL calendar will have a half-day of attendance for students on the last scheduled student attendance day. Bargaining unit members will work the full day in order to appropriately close the school year in their assigned program.

11.4 UNSAFE OR HAZARDOUS WORKING CONDITIONS:

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

If a concern exists related to unsafe or hazardous working conditions, and the Employee feels that he/she cannot continue in his/her current position, the Employee has the option to request a voluntary transfer.

11.5 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS:

The Employer shall support and assist Employees with respect to the maintenance of control and discipline of students in the Employees' assigned work area. Employees may use physical restraint procedures which they have been trained to administer with a student as necessary to protect themselves or any other person. Approved training provided by the district is Crisis Prevention Institute. Training for new Employees shall take place as soon as practical after employment, but not later than 60 days. Training required after regular working hours will be paid.

11.6 DISPENSING OF MEDICINE:

Employees shall not be required to administer medication to pupils. Pupils shall be referred to proper, designated administrative or nursing personnel for this function.

11.7 REIMBURSEMENT FOR PERSONAL PROPERTY:

The Board shall reimburse the Employee up to two hundred dollars (\$200) per school year for irreparable damage by students to the Employee's clothing or jewelry and up to two hundred and fifty dollars (\$250) per school year for irreparable damage by students to the Employee's prescription glasses or hearing aids. In no event shall the total annual reimbursement be greater than \$250 per year which occurs in the course of the Employee's SEDOL duties. In order to be eligible for reimbursement, the Employee shall submit a written incident report to the Superintendent or designee not later than five (5) school days after the occurrence.

11.8 EXTENDED SCHOOL YEAR PROGRAM:

Employees who desire to work in SEDOL extended year programs shall fill out an application and submit to Human Resources no later than date listed on application each year. Positions shall be filled as follows:

- A. First, Employees who regularly work in the same position shall have first preference.
- B. Next, by qualified Employees if qualifications are equal, then by seniority.
- C. Finally, non-SEDOL applicants may be hired from the outside, after the date listed on application deadline has passed.

11.9 EMPLOYEE MENTORING/TRAINING PROGRAM:

The Administration in cooperation with the Union will appoint a Joint Mentoring Committee to facilitate the implementation and utilization of the Employee Mentoring/Training Programs. To be considered for the Mentor/Training Program, Employees must have completed three (3) years of successful in-district service and received evaluation ratings of satisfactory or better. Program mentors will be selected by the Administration with input from the Mentoring Committee as a result of written nomination/recommendations signed by supervisory staff and the Employee. A mentor training program will be implemented annually for new mentors, as needed.

A \$250.00 stipend will be paid to each trained mentor who is assigned to work with new Employee(s) during the school year. Specific performance responsibilities will be defined by the Joint Mentoring Committee through the development of the SEDOL Support Staff Association – IEA/NEA Mentor Job Description. (See Article VIII – Job Description and Classification.)

In conjunction with the Mentoring Program, SEDOL will provide a training program for both current and new Employees to support ongoing professional development. Professional development topics may include but not be limited to those applicable to the current assignment, e.g. training videos for lifting, positioning, feeding, behavior management, confidentiality, roles and responsibilities, special education categories, IEP development, effective discipline and classroom management techniques and communication skills, school policies, etc. Employees will also be encouraged to attend educational workshops that address topics that are applicable to their current assignment.

ARTICLE XII

EMPLOYEE EVALUATION

12.1 EVALUATION:

The parties agree to utilize the current procedures for the evaluation of all Educational Support Personnel in the bargaining unit. The evaluation instrument shall serve as a basis for the improvement of performance, the recognition of outstanding performance and for reasonable dismissal of those who do not meet the performance standards of the District. If the Board desires to change the procedures and/or the evaluation instrument, the procedures shall be developed with the involvement of appropriate staff and shall be subject to periodic review for updating and improvement.

The Board and the Union agree to negotiate any and all changes to this section in good faith. The Board shall be permitted to propose changes in evaluation procedures/instrument one (1) time each year of the contract.

12.2 EVALUATION PROCEDURES:

- A.** All Employees shall be acquainted with the evaluation instrument.
- B.** During the first two (2) years of employment, an Employee shall be evaluated two (2) times per year. The Employee shall have worked under the direction of the evaluator for at least two (2) months prior to the first evaluation.
- C.** The final evaluation of the year shall be completed by April, when possible and placed in the personnel file.
- D.** Starting with the third year of employment, a minimum of one (1) evaluation per year will be given.
- E.** The evaluation instrument (Form #212) should be completed in duplicate and a copy given to the Employee.
- F.** In the event that an Employee disagrees with any part of his/her evaluation, he/she may request, in writing, a review conference with the Program Supervisor. The conference will be held at the earliest time possible, usually within five (5) working days of the request. The Employee may bring Union representation to the review conference. Within five (5) working days after the conference, the Program Supervisor will provide a written decision to the Employee.

The evaluation process shall be used in a fair and equitable manner and should not be used as a retaliatory, punitive, or disciplinary measure.

ARTICLE XIII

PERSONNEL FILE

13.1 PERSONNEL FILE:

Upon prior notice, an Employee shall have the right to inspect his/her personnel file and to receive copies at his/her expense of any materials contained in the file. The Employee may request that a Union representative be present during any such inspection. An Employee shall receive a copy of any document placed in his personnel file which is not confidential and not subject to disclosure under the Illinois Access to Personnel Records Act. The Employee may submit a written response to any documents related to his job performance, provided such response is submitted to the Employee's supervisor within ten (10) days of the Employee's receipt of the document.

Copies of documents placed in an Employee's personnel file shall be promptly forwarded to the Employee, usually simultaneous with such placement. That which has not been reduced to writing within forty-five (45) days following the event or occurrence may not be added to the file. Failure of a teacher to promptly report Employee misconduct may be asserted as an affirmative defense to any action taken against the Employee after the late reporting.

ARTICLE XIV

REDUCTION IN PERSONNEL, LAYOFF AND RECALL

14.1 In the event the Board decides to decrease the total number of educational support Employees or to discontinue some particular type(s) of educational support service(s), the Board shall dismiss the least senior Employee in one of the following eight (8) classifications: (1) Paraprofessional/paraeducator; (2) program assistant; (3) community experience coach; (4) transition coach; (5) sign language interpreter; (6) bilingual interpreter; (7) non-registered therapy assistant; and (8) reader/brailist. The least senior Employees shall be dismissed first provided the more senior Employees are qualified to fill the remaining positions. Any Employee dismissed pursuant to such a reduction-in-force shall retain recall rights to any vacancy, provided the Employee is qualified for the available position. The Employee's recall rights shall extend for a period of one (1) calendar year from the beginning of the school year immediately following the reduction-in-force. If an Employee refuses an offer of an available position during the recall period, the Employee shall be placed at the bottom of the recall list. Failure of the Employee to accept the available recall position within ten (10) calendar days after the receipt of the recall notice shall constitute a refusal to accept the position. Recall notice will be conducted by telephone with a follow-up confirmatory letter. An Employee who accepts recall to a lower categorical classification of position forfeits recall rights to the position from which he/she was dismissed and will be paid at the lower categorical classification of position hourly rate. The Board will bargain over the impact of Employees of any reduction in force in SEDOL programs.

ARTICLE XV

SALARY AND FRINGE BENEFITS

15.1 LIFE INSURANCE:

The Board will provide each Employee with \$10,000 life insurance.

15.2 HOURLY RATE SCHEDULE:

- A. The hourly rate schedules for the 2010 - 2013 school years are attached as **Appendix E**.
- B. SEDOL Paraeducator Academy Credit. Current SEDOL Support Staff who have successfully completed the Paraeducator Academy Credit Program will retain the added \$1.50 per hour as indicated in the 2006-2010 SSSA Contract.
- C. Current Employees are defined as being employed prior to July 1, 2010.
New Employees are defined as being employed on or after July 1, 2010.

Category I:

All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) and less than thirty (30) hours of college credit with ISBE (Illinois State Board of Education) paraprofessional approval will be placed on the Category I hourly rate schedule.

Category II:

All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) and thirty (30) hours or more of college credit, but not holding a Bachelors Degree, with ISBE paraprofessional approval will be placed on the Category II hourly rate schedule.

Category III:

All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) with:

1. A Bachelors Degree or higher and
2. ISBE paraprofessional approval/Substitute Certificates will be placed on Category III.

Category IV:

Sign language interpreters who have ISBE interpreter approval will be placed on the Category IV hourly rate schedule, regardless of the college coursework completed.

SEDOL Support Staff Collective Bargaining Agreement 2010-2013

- Interpreters with initial certificates will be placed on Category IV schedule;
- Interpreters with a Standard certificate will receive an additional \$2.00 per hour;
- Interpreters with the Master's certificate will receive an additional \$3.00 per hour.

(See Appendix C)

15.3 MILEAGE:

Employees will be paid the maximum IRS business rate for all approved mileage to perform their assigned duties both within and outside the district.

15.4 PAY DATES/PAYROLL:

All Employee paychecks will be forwarded through electronic direct deposit to an account in a financial institution of the Employee's choosing. Each Employee shall have compensation payments made to his/her financial institution. All Employee paychecks will be divided into twenty-four (24) equal payments beginning the 2011-2012 school year periodically adjusted to reflect timesheets. Moneys will be electronically deposited with authorization to release funds to the Employee's financial institution by the opening of business on the pay date. Pay confirmation stubs will be issued and emailed on the fifteenth (15th) of each month or the last business day prior thereto and on the last Employee workday or business day of each month.

15.5 SERVICE CREDIT:

Employees hired on or before October 31 who worked five (5) consecutive full months in any school year shall be entitled to step movement in the next year. Employees hired after November 1 who work five (5) consecutive full months in any school year shall be entitled to service credit recognition. Any question regarding placement shall be resolved by the Union President and the Director of Human Resources. If the Union President and Director of Human Resources cannot resolve the issue, the Superintendent will make the final decision, provided such decision will be made following presentation from both parties and further, such decision shall not be arbitrary, capricious or discriminatorily applied.

15.6 REQUEST FOR HOURLY RATE CATEGORY ADJUSTMENT:

Employees who earn course credit making them eligible for an hourly rate category adjustment shall contact the Human Resources Department for a 'Letter of Intent' form. Certificates and/or official transcripts must be received by the Human Resources Department on the first and thirteenth paydays of the school year subject to the following conditions:

(1) The Employee has notified the SEDOL Human Resources Department of his/her intent to advance on the compensation schedule by the last working day in the prior school term for compensation 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 Employee submits official transcripts and/or official certificates of attendance no later than thirty (30) calendar days after the first payday or thirteenth (13) paydays.

15.7 IN-SERVICE TRAINING:

The Administration will develop in cooperation with the Union, in-service programs for training of Employees.

15.8 ATTENDANCE BONUS:

Any Employee who has accumulated at least forty (40) unused sick leave days and who uses no sick leave days and no more than two (2) personal leave days in any school year shall receive a bonus payment of \$125.

15.9 INSURANCE:

SEDOL Support Staff Collective Bargaining Agreement 2010-2013

The Board will provide full payments for single coverage for a health insurance policy selected by the Board. The parties agree that the Board, in addition to the cost of the single coverage, shall contribute toward the cost of the premium for each Employee who selects the Dual HMO coverage, \$347.43 per month and for each Employee who selects the Family HMO coverage, \$447.43 per month, beginning September 1, 2010.

Such amount shall be pro-rated for Employees who work at least twenty-one (21) but less than thirty (30) hours per week.

Eligible Employees 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 SEDOL Business Office not later than the last business day in August of each year. Eligible Employees employed after the start of the school term shall file such election within ten (10) employment days of commencing employment with SEDOL. Coverage will commence on the first day of the month following the initial employment date. Such election shall be irrevocable during the twelve (12) month period, unless the eligible Employee has a change of family status. The Board's obligation to continue any insurance coverage shall cease on the last day of the month in which termination of employment occurs.

15.10 EXTENDED SCHOOL YEAR:

Daily payment for extended school shall be \$58.50 (Summer 2010), \$58.00 (Summer 2011), \$58.50 (Summer 2012), \$59.00 (Summer 2013). Such payment shall be based on a four (4) hour day and four (4) day week. The Administration retains the right to extend the program to a five (5) day work week, as needed. Partial employment work weeks will be offered dependent upon student attendance.

The District shall process all Employees' extended school year pay in the paycheck for the next pay period.

15.11 INOCULATIONS:

Board will provide inoculations to prevent transmission of chronic communicable diseases, including hepatitis to Employees upon request.

15.12 TUITION/WORKSHOP/CERTIFICATION REIMBURSEMENT

The Board shall establish a pool of \$27,500 per year to be used by active Employees for tuition/workshop reimbursement. In the event the entire sum provided is not totally expended, such unused amounts will carry over to the following school year.

The Board will pay no more per hour to any Employee than what is charged per hour at Northern Illinois University up to eighteen (18) semester hours per school year. In order to receive reimbursement, the Employee must have a passing grade for coursework or a certificate of completion for workshop participation and must have received prior written approval from the Administration for accredited college or university courses or workshops prior to beginning the course/workshop. The courses/workshops must be either beneficial to the position, in education, special education, signing or other allied courses that can be

SEDOL Support Staff Collective Bargaining Agreement 2010-2013

demonstrated to be relevant to the assignment and useful to the Employer.

Certification reimbursement from the tuition pool shall be defined as the successful completion of the Illinois State Board of Education (ISBE) approved assessment(s) required for certification as either a bilingual or sign language interpreter. In order to receive reimbursement, the Employee must have passed the assessment and provide the SEDOL Human Resources Department with an official copy of the assessment results. Assessments eligible for reimbursement currently include but are not limited to the following state approved options:

- Educational Interpreters Knowledge Assessment (EIKA)
- Registry of Interpreters for the Deaf (RID)
- Educational Interpreter Performance Assessment (EIPA)
- Basic Cued Speech Proficiency Rating
- Transliteration Skills Certification
- American Consortium of Certified Interpreters Examination (ACCI).

If an Employee is denied approval he/she shall be given written reasons for such denial.

Upon completion of the course/workshop, the Employee must submit a tuition/registration receipt(s) and official course transcript(s) or certificate(s) of workshop completion to the Human Resources Office by the following dates:

Fall Semester	January 30 th
Spring Semester	July 15 th
Summer Semester	September 30 th

All hours will be calculated on a semester hour basis. One-quarter hour is equivalent to .666 semester hours.

If the total amount of all requests for reimbursement is greater than 1/3 of the total amount in the pool at the time for any semester, the amount will be divided equally to all Employees for that semester, not to exceed the hourly credit amount approved by the Board for pre-approved coursework. Workshop registration fees will be included in each semester's total requests for reimbursement. Reimbursement for courses/workshops will be prorated for part-time Employees. In the event that any money is unused, it will carry over to the following semester's fund.

Payment will be made to Employee after the course(s)/workshops are completed provided there is money in the pool and further provided that the Employee returns to work at SEDOL. Upon receiving the tuition/registration receipts and official course transcript(s)/certificate(s) of completion in the Human Resources Office, tuition reimbursement/registration fee payments will be made on the following dates:

Fall Coursework:	February Management Council Meeting Date
Spring Coursework:	September Management Council Meeting Date
Summer Coursework:	October Management Council Meeting Date

Upon written request, the Union shall be given a biannual update of money in the pool and a listing of who has received reimbursement. The posting date shall be the September Management Council Meeting.

15.13 SUBSTITUTES:

A. Substitute Paraprofessional

Except as otherwise provided herein, anyone other than a bargaining unit member hired as a substitute to do assistant's work shall be paid assistant's wages and not the substitute teacher daily rate of pay, irrespective of certification. Such substitute shall be paid at the starting hourly wage rate.

The Employer shall maintain a list of substitute teacher assistants; to fill the positions in classrooms wherever the greatest need exists.

Consistent with established administrative procedures; reasonable attempts shall be made to utilize substitutes for assistants from the master list of substitute teacher assistants. Absent qualified substitutes from the master list, only then shall qualified teacher substitutes be requested to serve as a substitute teacher assistant at the substitute teacher daily rate of pay.

B. Paraprofessional as Substitute Teacher

In the event a teacher is absent, the administrator will make a good faith effort to secure a substitute teacher. Employees shall not assume classroom duties in the absence of a properly certified employee and the Principal/Supervisor will be responsible for making necessary arrangements for classroom coverage.

Employees shall not be required to teach or perform substitute teaching duties without proper certification. If an Employee holds a valid Illinois teaching or substitute certificate and performs substitute teaching duties, the Employee shall be paid in accordance with the Daily Substitute Teacher rate of pay under applicable Board policy or at the Employee's daily rate of pay, whichever is higher. If the Employee's daily rate of pay is higher than the Daily Substitute Teacher rate, an additional \$20.00 will be added for that day.

The Principal/Supervisor shall be responsible for verifying on the Employee's workday log, the date, time and rate of substitute pay in accordance with the SEDOL Daily Substitute Teacher salary schedule under applicable Board Policy or the Employee's daily rate of pay, which ever is higher.

Any Employee who serves, as an internal teacher substitute shall not be expected to make-up his/her normally assigned duties.

C. Long Term / Permanent Substitution

If the substitute teacher duties extend beyond ten (10) consecutive school days, the Employee shall be paid at the long-term substitute daily rate of pay.

If an Employee with proper certification assumes a long term/permanent substitute position as a teacher, she/she shall be granted an unpaid leave of absence for the remainder of the school term. Pursuant to Article VI, Section 6.4 Non-Paid Leaves of Absence, upon return from the leave, the Employer will return the Employee to his/her prior position, if vacant. All accumulated benefits and rights of employment previously gained shall be retained upon return and the Employee shall be required to notify the Administration of his/her intent to return.

D. Additional Teaching Assistant Responsibilities

Good faith efforts will be made to avoid having an assistant in charge of a classroom in the absence of a teacher, except in cases of lunch and break times. As a regular practice, assistants shall not assume such instructional duties regularly performed by a teacher in the absence of the teacher. The teacher assistant shall notify his/her immediate supervisor, and the Association shall notify the Director of Human Resources of violations of this provision. Once brought to the Director's attention, the Association shall be advised of the disposition of the violation.

15.14 EXTRA-CURRICULAR ACTIVITIES:

See ARTICLE XI, Section 11.2A.

15.15 CHECK-IN/CHECK-OUT:

Upon reporting to work and before leaving their assigned duties at the end of the work day, Employees shall check-in and check-out at the school office.

15.16 SECTION 125 PLAN:

The Board will continue to make available to Employees an Internal Revenue Code Section 125 Salary Reduction Plan as may be permitted by law. The Board will contribute up to \$2.50 per month per participating Employee towards the monthly administrative costs of the plan.

15.17 PROFESSIONAL GROWTH OPPORTUNITIES:

Any Employee assigned to Category I, II, III or IV on the SSSA Hourly Rate Schedule may be recommended by their immediate supervisor to attend a District provided workshop pertinent to their position. If the Employee attends the recommended District workshop, they will be paid their hourly rate for attendance.

In order to receive payment, Employees will need:

- Preapproval by their immediate supervisor,
- Attend all required days and hours of the workshop, and
- Complete the required assignments.

Such attendance will be verified using monthly timesheets signed by the administrator.

Current Employees who have completed two (2) of the three (3) Paraeducator Academy classes have two options for the 2010-2011 school year:

Option 1 – complete twenty (20) hours of preapproved District provided workshops unpaid. Upon successful completion of twenty (20) unpaid workshop hours, the Board will honor the additional \$1.50 per hour academy credit.

Option 2 – begin immediately to get paid hourly for attendance at preapproved District provided workshops and forego the accumulated earned Paraeducator hours.

ARTICLE XVI

CONTINUITY OF OPERATIONS

16.1 NO STRIKE PROVISION:

The Union agrees that during the term of this Agreement it will not strike.

16.2 If bad weather or other emergency results in the cancellation of SEDOL classes at a particular facility, SEDOL may schedule a make-up day. If an Employee was scheduled to work on the date classes were canceled, the Employee will be paid for the day at his/her regular rate of pay, provided he/she works any make-up day, if scheduled.

ARTICLE XVII

EFFECT OF AGREEMENT

17.1 COMPLETE UNDERSTANDING:

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

17.2 CONTRACTUAL AMENDMENTS:

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

17.3 INDIVIDUAL CONTRACTS:

Any individual contract between the Employer and an individual Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent agreement to be executed by the parties.

17.4 SAVINGS CLAUSE:

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

ARTICLE XVIII

DURATION

This Agreement shall be effective as of July 1, 2010 and remain in full force and effect until June 30, 2013. All benefits provided in this contract shall sunset on the last day of this agreement.

*SEDOL Support Staff
Association, IEA-NEA*

SEDOL Governing Board

President

President

(date)

Attest: _____
Secretary

(date)

Step	Track I	Track II	Track III	Track IV
A	10.43	11.40	11.80	16.31
B	10.66	11.60	12.07	16.63
C	10.87	11.80	12.35	16.97
D	11.10	12.00	12.63	17.31
E	11.33	12.25	12.95	17.66
F	11.56	12.50	13.26	18.01
G	11.79	12.75	13.58	18.38
H	12.08	13.04	13.97	18.50
I	12.45	13.43	14.42	19.06
J	12.71	13.71	14.77	19.44
K	12.96	13.98	15.13	19.84
L	13.22	14.26	15.49	20.23
M	13.49	14.54	15.88	20.63
N	13.78	14.84	16.26	21.05
O	14.06	15.14	16.67	21.47
P	14.34	15.44	17.07	21.91
Q	14.63	15.76	17.49	22.34
R	14.94	16.08	17.93	22.79
S	15.25	16.40	18.37	23.24
T	15.56	16.75	18.83	23.70
Long	16.56	17.73	19.79	23.94

All employees who have placed off of the hourly rate schedule shall receive a 2% increase to their base hourly wage each year of employment during this agreement.

Category I - All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) and less than thirty (30) hours of college credit with ISBE (Illinois State Board of Education) paraprofessional approval will be placed on the Category I hourly rate schedule.

Category II - All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) and thirty (30) hours or more of college credit, but not holding a Bachelors Degree, with ISBE paraprofessional approval will be placed on the Category II hourly rate schedule.

Category III - All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) with: (1) A Bachelors Degree or higher and; (2) ISBE paraprofessional approval/Substitute Certificates will be placed on Category III.

Category IV - Sign language interpreters who have ISBE interpreter approval will be placed on the Category IV hourly rate schedule, regardless of the college coursework completed.

Standard Sign Language Approval - Additional \$2.00 / Master Sign Language Approval - Additional \$3.00

All employees currently on "Step-Longevity" would receive \$23.94 as their hourly rate.

Step	Track I	Track II	Track III	Track IV
A	10.30	11.25	11.65	16.10
B	10.52	11.45	11.92	16.42
C	10.73	11.65	12.19	16.75
D	10.96	11.85	12.47	17.09
E	11.18	12.09	12.78	17.43
F	11.41	12.34	13.09	17.78
G	11.64	12.59	13.41	18.14
H	12.08	13.04	13.97	18.50
I	12.33	13.30	14.28	18.87
J	12.58	13.57	14.62	19.25
K	12.83	13.84	14.98	19.64
L	13.09	14.12	15.34	20.03
M	13.36	14.40	15.72	20.43
N	13.64	14.69	16.10	20.84
O	13.92	14.99	16.50	21.26
P	14.20	15.29	16.90	21.69
Q	14.49	15.60	17.32	22.12
R	14.79	15.92	17.75	22.56
S	15.10	16.24	18.19	23.01
T	15.41	16.58	18.64	23.47
Long	16.56	17.73	19.79	23.94

All employees who have placed off of the hourly rate schedule shall receive a 2% increase to their base hourly wage each year of employment during this agreement.

Category I - All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) and less than thirty (30) hours of college credit with ISBE (Illinois State Board of Education) paraprofessional approval will be placed on the Category I hourly rate schedule.

Category II - All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) and thirty (30) hours or more of college credit, but not holding a Bachelors Degree, with ISBE paraprofessional approval will be placed on the Category II hourly rate schedule.

Category III - All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) with: (1) A Bachelors Degree or higher and; (2) ISBE paraprofessional approval/Substitute Certificates will be placed on Category III.

Category IV - Sign language interpreters who have ISBE interpreter approval will be placed on the Category IV hourly rate schedule, regardless of the college coursework completed.

Standard Sign Language Approval - Additional \$2.00 / Master Sign Language Approval - Additional \$3.00

All employees currently on "Step-Longevity" would receive \$23.94 as their hourly rate.

Step	Track I	Track II	Track III	Track IV
A	10.68	11.67	12.09	16.70
B	10.92	11.87	12.37	17.03
C	11.13	12.09	12.64	17.38
D	11.37	12.29	12.93	17.73
E	11.59	12.54	13.26	18.08
F	11.83	12.80	13.58	18.44
G	12.08	13.06	13.91	18.81
H	12.32	13.30	14.22	18.88
I	12.57	13.56	14.56	19.25
J	12.96	13.98	15.07	19.83
K	13.22	14.26	15.43	20.24
L	13.48	14.55	15.80	20.63
M	13.76	14.83	16.20	21.04
N	14.06	15.14	16.59	21.47
O	14.34	15.44	17.00	21.90
P	14.63	15.75	17.41	22.35
Q	14.92	16.08	17.84	22.79
R	15.24	16.41	18.29	23.25
S	15.56	16.73	18.74	23.70
T	15.87	17.09	19.21	24.17
Long	16.81	18.00	20.09	24.30

All employees who have placed off of the hourly rate schedule shall receive a 2% increase to their base hourly wage each year of employment during this agreement.

Category I - All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) and less than thirty (30) hours of college credit with ISBE (Illinois State Board of Education) paraprofessional approval will be placed on the Category I hourly rate schedule.

Category II - All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) and thirty (30) hours or more of college credit, but not holding a Bachelors Degree, with ISBE paraprofessional approval will be placed on the Category II hourly rate schedule.

Category III - All new Employees hired as of July 1, 2006 with a minimum of a high school diploma or General Education Development (G.E.D.) with: (1) A Bachelors Degree or higher and; (2) ISBE paraprofessional approval/Substitute Certificates will be placed on Category III.

Category IV - Sign language interpreters who have ISBE interpreter approval will be placed on the Category IV hourly rate schedule, regardless of the college coursework completed.

Standard Sign Language Approval - Additional \$2.00 / Master Sign Language Approval - Additional \$3.00

All employees currently on "Step-Longevity" would receive \$23.94 as their hourly rate.