CONTRACTUAL AGREEMENT BETWEEN

TRI-COUNTY SPECIAL EDUCATION ASSOCIATION

AND THE

TRI-COUNTY SPECIAL EDUCATION ASSOCIATION, IEA-NEA

2017-2018
2018-2019
2019-2020
2020-2021

ARTICLE I

RECOGNITION

1.1 The Tri-County Special Education Association, heretofore referred to as the "Board", hereby recognizes the Tri-County Education Association, affiliated with the Illinois Education Association (IEA) and the National Education Association (NEA), hereinafter referred to as the "Association", as the sole and exclusive representative of all full and part-time regularly employed Psychologists and Social Workers. Specifically excluded from the bargaining unit are the Executive Director, Assistant Director, and non-certified personnel.

1.2 Regularly employed part-time psychologists and social workers shall be included in the bargaining unit and subject to the terms and conditions of this agreement except that their salaries and benefits shall be based on their fractionalized employment status.

ARTICLE II

FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 Bargaining Notification

Unless the parties mutually agree to an alternate date, the parties shall commence bargaining for a successor agreement no earlier than March 15 of the last year of the Agreement.

2.2 Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

2.3 Contract Distribution

Each member of the bargaining unit shall be provided a copy of the signed agreement by the Executive Committee within thirty (30) days of the final signing. There shall be no charge to the bargaining unit members or Association for this copy.

ARTICLE III

EMPLOYEE/ASSOCIATION RIGHTS

3.1 Notification of Meetings

The President of the Association shall be given notice of the time and location of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at the time that the Board is notified of the meeting.

3.2 Copy of Open Minutes

One copy of the open minutes from regular and special meetings shall be given the Association President within ten (10) days after the minutes have been approved by the Board.

3.3 Copies of Information

The Board will provide, upon written request, copies of the following documents:

a. Official Budgets
b. Official Financial Reports
c. Federal Project Budgets
d. Federal Project Audits

3.4 Addresses

Upon request, newly hired employee names and addresses shall be provided to the President of the Association within fifteen (15) days of formal action of the Board hiring the employee.

3.5 Use of Building

The Association shall have the right, upon approval of the Executive Director, to use the Central Office conference room for meetings before or after the regular workday provided the request is made at least seventy-two (72) hours prior to the date for which the room is requested. Authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business in the Tri-County offices during these times, as well as during the employees lunch period, provided the representative notifies the Executive Director or his designee of his/her presence.

3.6 Posting of Notices

The Association shall have the right to post notices of activities and matters of Association concern on a designated bulletin Board located in each of the Tri-County offices.

3.7 Use of Business Equipment

The Association shall be permitted to use designated business equipment of the Tri-County Special Education Association cooperative providing said equipment is not in use and the Association's use does not interfere with the regular office duties of the employees. The Association shall pay for, or provide, expendable materials. Such use shall be limited to before the workday, during the lunch hour, or after the regular workday.

3.8 Right to Review - Personnel File

A master file of all materials related to an employee shall exist at the Administrative Central Office. Each employee shall have the right to review the contents of said employee's personnel file with the exception of those stated in the Employee's Record's Act of Illinois. Each employee, upon seventy-two (72) hours notice, shall have the right to review the contents of said employee's personnel file and to attach and place therein written reactions to any of its contents. Such review shall take place during the regular business hours established by the Central Office or at a time mutually agreeable with the Executive Director and the employee. Any formal written reprimands or materials that will be used against the employee in a dismissal hearing shall not be placed into the employee's file unless the employee has been made aware of said material. The employee shall affix his/her signature and date on the actual copy file. The signature does not indicate agreement with the contents of the material. The employee may not remove any material from said file and must review the contents of his/her file in the presence of the Executive Director or designee.

3.9 Association Leave

The President of the Association or his/her designee shall be allowed four (4) days of Association leave per year.

The President of the Association or his/her designee shall submit a written request for such leave at least five (5) days in advance of the commencement of the leave. Such request shall state the specific reason for the requested leave, the name of the Association member, and the day or days of the leave.

The Association shall reimburse Tri-County two-thirds (2/3) of the daily rate of pay for the fourth day of said leave. Such reimbursement shall be made within thirty (30) days of the leave.

3.10 Right of Representation

When an employee is required to appear before the Executive Director, or the Board, concerning a disciplinary matter in which an oral or written reprimand will be issued, or in which a suspension or a dismissal will occur, the employee shall be entitled to have an Association representative present if he/she requests such.

Prior to the occurrence of such a conference, the Executive Director or Board, will inform the employee that a conference will be held concerning an oral or written reprimand, a suspension or a dismissal. It shall be the employee's responsibility to obtain a representative of his/her choice.

3.11 Equal Protection

All benefits, rights, and responsibilities provided by this Agreement shall apply equally to all employees covered by the Agreement. The parties recognize the distinction between full and part-time employment and the benefits attached to each.

3.12 Employee Discipline

The Board and the Association agree that if a dispute arises concerning the discipline (other than termination or dismissal) of an employee, the dispute may be submitted to the grievance procedure contained in this agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definitions

4.1.1 A grievance is a claim by the Association, an employee, or group of employees that there has been an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

4.1.2 All time limits shall consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

4.1.3 Nothing contained herein shall be construed as limiting the right of any employee having a potential grievance to discuss the matter informally with Executive Director and having the potential grievance adjusted, provided an adjustment is not inconsistent with the terms of the Agreement.

4.2 Procedures

Step 1

The grievant or Association shall present the grievance in writing within twenty (20) days of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought, to the Executive Director. The Executive Director shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Executive Director, his/her representative, the Association's representative and the grievant may be present at the meeting. The Executive Director shall provide a written answer to the grievance of the aggrieved employee within ten (10) days after the receipt of the grievance.

Step 2

If the grievance is not resolved at Step 1, the grievant or Association may refer the grievance to the Board within ten (10) days after the receipt of the Step 1 answer. The Board Chairperson shall appoint a committee of three Board members who shall arrange for a meeting to take place within ten (10) days of the Board Chairperson's receipt of the appeal. Following the hearing, the Board, at its next regularly scheduled meeting, will consider the grievance and provide the grievant with the Board's written response.

Step 3

If the Association is not satisfied with the disposition of the Grievance at Step 2, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as administrator of the proceedings. If both parties mutually agree, the

Expedited Arbitration Rules of the American Arbitration Association may be used instead of the Voluntary Labor Arbitration Rules. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 2 decision, then the grievance shall be deemed withdrawn.

A. Costs of Arbitration - The fees and expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one (1) party requests a transcript, that party shall bear the costs of the transcript. If both parties request a copy of the transcript, the cost of the transcripts shall be equally divided by the parties. If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement. If both parties request postponement they shall share equally any per diem costs, if any, assessed by the arbitrator.

B. The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator's decision shall be based on the interpretation or application of the express relevant language of the agreement.

4.3 Association Participation

The Board acknowledges the right of any representative to be present at any step of the formal grievance procedure, but this shall not limit the grievant's right to discuss the grievance informally with his/her immediate supervisor without the presence of a representative. No employee shall be required to discuss any grievance if the Association representative is not present, if one is requested.

4.4 Failure to Act

Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. Also, if the Board or its designee fails to respond to a grievance within the prescribed time limit, the grievance will proceed to the next step. Time limits may be extended by mutual consent.

4.5 Bypass

If the Board and Association mutually agree, any step of the grievance procedure may be bypassed.

4.6 Released Time

Any investigation or other handling or processing of any grievance by the grievant or the Association shall be conducted so as to result in no interference with, or interruption whatsoever of, the instruction program or the related work activities of the grievant or of the District's employees. However, if the arbitrator requests the presence of an employee during the arbitration hearing, the employee shall be released from his/her duties without loss of pay.

4.7 Election of Remedies

If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the said claim or set of facts through the grievance procedure.

4.8 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing a precedent.

4.9 Class Grievance

Class grievances involving one or more employees may be initially filed by the Association at Step 1 of the grievance procedure.

4.10 No Reprisals

No reprisals shall be taken by the Board or the administration against an employee because of participation in a grievance.

4.11 Resolution

By mutually agreement, a grievance may be settled at any step of the procedure without establishing precedent. The Board shall not be responsible for any decision made by an individual who is not an employee of the Cooperative.

4.12 Records

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

ARTICLE V

WORKING CONDITIONS

5.1 Dues Deductions

Any employee who is a member of the Association may sign and deliver to the Board office an assignment authorizing deduction of the Association Dues. The assignment shall specify the total amount of the monthly dues. The Board shall provide to the Association a list of employees wishing dues deductions and the amount deducted from the employee's paycheck. Such authorization and assignment shall continue in effect for the life of this Agreement unless cancelled by the originating employee.

The assignment may be cancelled at any time upon written notice to the Board by the employee who originally authorized the deduction.

The only responsibility of the Cooperative is to issue a check payable to the Association for the total deductions made each month.

5.2 Fair Share

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

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

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

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

a. The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and;

b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

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

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

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

5.3 Work Year

Definition: Work Year (length) Contractual Year.

The work year, as referred to in the negotiated contract, shall consist of 190 workdays as identified within the official Tri-County Calendar. Such days shall not be Saturday, Sunday, legal school holidays, or vacation days identified on the official Tri-County Calendar. Each individual's actual days of work shall be subject to adjustment by consensus of the employee and the Executive Director. Should consensus not be reached, the Executive Director shall have the authority to make adjustments including vacation days. Any adjustment must be made within the beginning and ending of the Tri-County Calendar and shall not increase the number of days of work beyond 190. Any days worked outside the tri-county calendar year, must be approved by the director and may be compensated financially at the employees current rate of pay or traded for a work day within the following tri-county calendar year.

5.4 Work Day

5.4.1 The workday, as referred to in the negotiated contract, shall consist of eight (8) hours of continuous employment, less one (1) hour for lunch. Starting and ending times shall be determined by the Executive Director at the beginning of the work year.

5.4.2 Psychologists and social workers have schedules which often require their attendance at meetings which begin before or extend beyond their regular workday. In addition, they must, on occasion, accommodate parents or others by scheduling meetings outside the regular school day. In recognition of these realities, the following adjustments in the workday are afforded.

5.4.2.1 If Evaluation Planning Meetings, IEP conferences, EDC conferences, Social Histories, School Psychological Evaluations, Parent Consultations, A-Team Meeting/pre-referral meetings or any other activities related to the case study

evaluation process must be scheduled outside the regular workday, the time required by these activities will be compensated with an equal amount of time off. Employees must notify the Executive Director in writing of the date, time, and event, as well as when they will take time off. No approval will be necessary. Up to twenty-one 21 hours may be accumulated as additional personal leave during the course of the school year. This time will not be carried from one year to the next.

5.4.2.2 From time to time, teachers or building administrators may request the employee to engage in other activities outside the regular workday. The employee recognizes that unless approval is sought and received for compensatory time in advance of the activity from the Executive Director, the activity is strictly voluntary.

5.4.2.3 When the Director requires the employee to work outside the regular work day, the employee will be compensated financially at their regular hourly rate as determined by the placement on the salary schedule.

5.5 Calendar

The Executive Director shall request input from the TCEA President prior to making a recommendation to the Executive Committee.

The Tri-County Calendar shall be adopted by the Tri-County Executive Committee after being given input by the TCEA.

5.6 Extended Employment

5.6.1 Extended employment which is required during the regular work year shall first be offered to current employees before contracting with other individuals. Such employment shall be on a voluntary basis and compensated according to 5.4.2.3.

5.6.2 The Board shall offer extended summer employment to any employee. Such employment shall first be on a voluntary basis to those individuals working with the district needing the extended employment and then in seniority order with the most senior employee contacted first. Should no volunteer be found, employees shall be available on an assignment basis for not more than seventy (70) hours in reverse seniority order with the newest hire being assigned first.

5.6.3 All extended employment shall be compensated at the then current hourly rate of the individual performing such work based upon the salary schedule in effect at the time (including whatever portion of TRS is in the current agreement).

5.7 Release Time for Attendance of Board Meetings

When Board meetings are held during the employee workday, one (1) Association member will be given release time to attend.

5.8 Vacancy Notice

Should a vacancy occur in the bargaining unit, a vacancy notice shall be sent via email to all union employees. Employees currently employed in the Cooperative shall be given an opportunity to apply for such vacant positions.

5.9 Committees

The Executive Director shall seek volunteers to serve on committees. If no one volunteers, the Executive Director shall have the authority to appoint members of the bargaining unit to serve on such committees. Such appointments by the Executive Director shall be on a rotating basis.

5.10 Evaluations

Evaluation and remediation activities will conform to the Illinois School Code. Tenured employees shall be formally evaluated at least once every other school year. Non-tenured employees shall be evaluated at least once a year.

The time of the evaluation shall be mutually agreed upon by the Executive Director and the employee so as to not disrupt the work schedule. The evaluation will not occur during the first two (2) weeks of the work year, during the week immediately preceding or following the Christmas break, or during the last two (2) weeks of the work year.

The evaluation plan shall be jointly developed by the Association and the Board. The evaluation plan shall not be subject to the grievance procedure.

Remediation Activities
Tenured employees who complete a remediation plan, as outlined in the Illinois School Code, shall receive a summative evaluation in each of the following 2 school years.

5.11 Professional Work Site

The Executive Director may authorize work to be completed at a site other than the regular work place. The employee shall make such request in writing on the request form provided by the Executive Director. The form shall include, but not be limited to, task to be completed, date, time parameters, and place. Such request shall be submitted five (5) work days in advance. Approval or denial shall be returned within two (2) workdays. In special cases, the Executive Director may authorize off site work when conditions make the assigned work place impractical, such as inclement weather. Employees must complete the Change in Worksite request form the first day back to work. .

5.12 Seniority

5.12.1 Seniority shall be defined as the length of an employee's full-time continuous service with the Employer. Such service shall be computed from the first day of employment in which duties are performed under contract. Part-time employment shall be counted pro-rata but in accordance with Illinois law. Approved leaves shall not constitute a break in service. In the event of a tie in seniority, such tie will be broken by a onetime drawing of lots, and such drawing will establish seniority order for the remainder of an employee's continuous service with the Employer.

5.12.2 In the event that a new hire has prior experience as an intern in the employ of the Board, such individual shall be placed on the seniority list ahead of any other new hire without such experience. A onetime drawing of lots as described above shall also be used to break a tie among new hires with intern experience.

5.13 Part-Time Employment

5.13.1 Employees may request to move from full-time to part-time employees, but the Executive Director retains the authority to allow such a move. If the employee wishes not to be full time and the Executive Director does not allow the move to part time, the employee may stay full time, with no risk to employment status, or choose to resign. If the employee resigns, the Director will attempt to fill the position with a full time employee, but if no full time employee can be found, the Director may allow the person to return to work, part time for the remainder of that school year only.

After the end of any school year and before June 30th, the Director may require the part-time employee to return for full time status for the following school year. If the employee wishes not to be full time, the employee may choose to resign."

Tenured Employee's who are Part-Time will earn seniority at the same percentage rate they are employed. For example: If employees are employed .2 FTE they will earn .2 of a years seniority. The same will be true for .4, .6, and .8 employees.

5.15 Employee Dismissal

Employee dismissal shall follow procedure as outlined in Article 24-12 in the School Code of Illinois

If reduction in force becomes necessary, the reduction of- personnel will be done in accordance with the following procedures, though school code takes precedence:

1. Notice of such reductions shall be given to the Individual by regular mail, and certified mail or personal delivery with receipt at least 45 days before the end of the school term as required by law.
2. Each employee must be categorized into one or more positions for which the Individual is qualified to hold, based upon legal qualifications and any other qualifications established in a job description, on or before May 10 prior to the school year during which the sequence of dismissal is determined. Within each position, the school district must establish 4 Groupings (as established by statute) of individuals qualified to hold the position;
3. Among individuals qualified to hold a position, Staff must be dismissed in the order of the Groupings, with individuals in Grouping 1 dismissed first and individuals in Grouping 4 dismissed last. Within each Grouping, the sequence of dismissal is established by statute;

4. If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the individuals within Grouping 3 or Grouping 4 so removed or dismissed so far as they are legally qualified to hold such positions; and
5. Any individual removed or dismissed through the above mentioned reduction in force procedure and who accepts the tender of a vacancy within one (1) calendar year from the beginning of the following school term shall lose no rights which accrued while in contractual service.
6. Certain individuals removed or dismissed within Grouping 2 will have the limited recall rights available by School Code, if any.

ARTICLE VI

LEAVES

6.1 Sick Leave

Regular certified staff shall be entitled to the following number of sick days per year:
0-9 years of TCSEA employment, 12 days
10-24 years of TCSEA employment, 16 days
25+ years of TCSEA employment, 20 days.

Unused sick leave shall accumulate to three hundred sixty (360) days including the leave of the current year.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family. "Immediate family" shall include parents, spouse, children, brothers, sisters, grandparents, grandparent-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, legal guardians or those living in the employee's household.

The Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness or as it may deem necessary in other cases.

6.2 Personal Leave

Employees shall be credited with three (3) personal business days per work year. The employee shall give written notice of such leave forty-eight (48) hours to the Executive Director. In addition, the following restrictions shall govern the use of such leave:

- Such personal business leave day may not be used in increments of less than one-half day;
- Personal business leave days may not be used the first week of the work year
- The three (3) days of personal leave shall not accumulate, but unused personal leave days shall accumulate as sick leave;
- No more than two (2) employees in the bargaining unit may use personal business leave on the same day;

The Executive Director may waive any restrictions concerning personal business leave, at his or her sole discretion.

6.3 Professional Leave

Up to four (4) professional leave days per work year may be taken by an employee for school visitations, conferences, workshops, or seminars related to the employee's field, special education and/or service areas. The employee must submit the request for use of professional leave in writing at least two (2) calendar weeks prior to the intended day(s) of use.

Upon approval of the professional leave days by the Executive Director, the Board shall reimburse the driver of his/her personal vehicle, the mileage allowance stated in this agreement (Article VII, Section 7.7), the registration cost of the conference, parking fees, up to thirty dollars ($30) per day for meals, and the cost of a single room at the convention site. Employees may be requested to produce receipts of expenses incurred.

The Executive Director retains the authority to approve or disapprove two (2) additional days of professional leave requested by an employee.

TCSEA will accept graduate classes for credit on the salary schedule if:

(a) The conference/workshop attended is on a non-contract day/hours.
(b) Should the conference/workshop offer graduate class credit, the Employee shall be responsible for necessary additional expenses required to earn the graduate credit.
(c) TCSEA Employee will complete all required coursework on personal time.
(d) TCSEA Employee will complete all required coursework necessary to earn the credit.
(e) Courses must be in the Employee's area of responsibility and/or must contribute to the Employee's growth and must receive prior approval of the TCSEA Executive Director.
(f) Courses must be from an NCATE-approved institution or any campus of the University of Illinois.
(g) Transcripts certifying satisfactory completion with a course grade of "B" or better must be provided within thirty days after completion of the course.

6.4 Jury Duty

An employee called for jury duty during working hours or who is subpoenaed to testify as a third party witness during working hours in a judicial or administrative matter concerning a student of the Cooperative shall be paid his/her full salary for such time and suffer no loss of benefits, provided the employee reimburses the Cooperative any witness or jury fee received less the expenses incurred by the employee. The employee is required to submit documentation from the courthouse demonstrating they were present for jury duty.

6.5 Pregnancy-Related Disability Leave

As described in this paragraph, Employees may use accumulated sick leave days for disability caused or contributed to by pregnancy, childbirth, or related medical conditions. Employees may use thirty (30) work days of accumulated sick leave forty (40) work days in the case of cesarean birth) immediately after delivery. Additional sick days may be used, subject to medical verification. Procedures for requesting and approving pregnancy-related disability leaves shall be the same as for Section 6.7 and 6.8 below.

6.6 Adoption Leave

Employees may use sick leave days, to the extent accumulated, up to thirty (30) work days for the adoption of a child. The Employee shall make written application for adoption leave to the Executive Director 60 days prior to the date the leave is to commence, unless written documentation affirms that 60 days notice was not possible. Procedures for requesting and approving adoption leaves shall be the same as for Section 6.7 and 6.8 below.

6.7 Parental Leave

If applicable, an Employee may use pregnancy-related disability leave or adoption leave prior to the commencement of any approved parental leave.

Any parental leave shall be without pay and for a fixed period of time. The length of the leave is subject to the approval of the Executive Director. Written application for leave shall be made to the Executive Director no later than sixty (60) days prior to the date the leave is to commence. In the case of adoption, the application shall state the anticipated beginning and ending dates of the leave. No parental leave shall exceed one (1) calendar year.

6.7.1 When a leave is scheduled to terminate at the beginning of the succeeding school year, written notice of intent to return shall be given to the Executive Director by March 1 of the current year in which the leave is taken. Failure of the Employee to notify the Executive Director by March 1 will result in the Employee waiving her right to further employment in the cooperative, [which the Employee shall acknowledge in writing in advance].

6.7.2 Any Employee requesting unpaid parental leave shall be subject to final approval by the Executive Committee.

6.8 Unpaid Leave of Absence

A leave of absence without pay may be granted to Employees employed by the Board. The approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave. In no case shall the leave of absence exceed one (1) calendar year.

Leave of absence without pay may be granted according to the following conditions:

1. The dates of the starting and ending must be acceptable to the Board and determined at the time of the request.

2. Leaves of less than one (1) month if approved by the Executive Director will not require Board approval;

3. Leave may be granted for:

   a. advanced study leading to a degree at an approved university;
   b. military service;

c. child rearing;
d. other reasons acceptable to the Board.

4. Employees on such leave may continue insurance benefits if they reimburse the Board for any cost of premiums for which they apply.

5. Employees shall return to employment in a similar capacity upon termination of said leave.

6. Such leave shall not be credited toward advancement on the salary schedule unless the employee works more than 120 days in the work year during which the leave is granted.

6.9 Bereavement Leave

A bereavement leave of up to three (3) days per year will be granted to allow an Employee to attend to matters arising from the death of the Employee's immediate family. For the purposes of this section, immediate family means "spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, legal guardian, and any person living in the household of the employee. Additional days will be charged to the employee's accumulated sick leave.

ARTICLE VII

COMPENSATION/FRINGE BENEFITS

7.1 Salary Schedule

The salary schedule for initial placement shall be set forth in Appendix A, which is incorporated in this agreement. The Board will pay full THIS contribution and 9. 0% of the TRS contribution in lieu of employee contribution. Such money will be sheltered. The salary schedule will show IRS salaries for each cell.

Psychologists and social workers will receive a stipend of $3600 plus the CPI during the 2017-2018 school year, provided they live in excess of twenty-two (22) miles from the office to which they are assigned and the building in which they are located. If a staff member voluntarily relocates his/her home to a distance in excess of twenty-two (22) miles from the assigned office and building, this section shall not apply. However, should the Employer reassign the staff member to an office and building in excess of twenty-two (22) miles from the employee's home, this section shall apply. At the beginning of the school year, the Director will determine what the employees home base is, whether it is a TCSEA office or a building within the closest school district in which they are assigned.

In the remaining years of this agreement, the stipend will be adjusted based upon the Transportation CPI in effect for all urban consumers as of July of 2018, 2019, and 2020.

7.2 Initial Placement on the Salary Schedule

Upon initial hire, an employee shall be placed on the 2016-17 salary schedule according to the following criteria:

A. No new employee will be placed above a similarly situation existing employee and the Director will consult with the Union President(s) before positions are offered to any new Psychologist or Social Worker.

B. For Those Employees Entering With a Masters Degree in School Social Work (MSW) or a Masters Degree in School Psychology (MSP)

Any course taken in order to receive the appropriate Master's degree as well as any course needed to fulfill state requirements for proper certification shall not count for horizontal placement beyond the Master's column.

C. For Those Employees Entering with Specialist Degrees

New Employees hired beginning with the 2006-07 contract year holding a Specialist in School Psychology Degree will be placed at the MSW/MSP+24 on the salary schedule. (See salary schedule). Employees hired before this contract and holding a Specialist in School Psychology Degree will be given an additional 8 hours of credit on the salary

schedule beginning with the 2008-09 contract year.

D. The Board shall recognize prior experience as a school psychologist or school social worker for vertical step placement on the salary schedule. Such experience shall be recognized on a one for one basis for each full year of experience.

E. Prior certificated experience as a school employee other than a school psychologist or a school social worker shall be given step credit of one step for every two full time years of experience up to a maximum of three steps on the salary schedule.

F. An employee who has worked in a non public school or agency as a social worker or psychologist shall be given vertical step credit of one step for every two full time years of experience up to a maximum of five steps on the salary schedule provided that:

1. The prior work was performed while the employee held at least a Master's degree in the appropriate discipline, and

2. The employee performed duties which were consistent with those expected of Tri-County Special Education employees.

7.3 Salary Incentives

Incentive Based Salary Schedule

A. Evaluation
   a. An evaluation score of a 3 or 4 results in a 2% increase.
   b. An evaluation score of a 1 or a 2 results in a 0.0% increase

B. Coursework

a. Completing an approved course will earn .25% per credit hour. For those employees with college coursework that has been approved, but not yet given credit on the current salary schedule, will be given credit for those courses one they have completed an approved course following the directives below.

1. The employee shall present a request for course subject approval to the Executive Director in advance;

2. The Executive Director may accept or reject a course for any or all of the following reasons:

   a. Its pertinence to the area of Education;

   b. Its relevance to the certified position.

c. The number of courses taken in a semester and similarity to courses previously taken..

3. When a request for course subject approval is submitted to the Executive Director, said request shall be granted or rejected within ten (10) days of its submission. If the request is rejected, the Executive Director shall notify the employee in writing of the reasons for the rejection.

4. Once advance approval for the course is given and the course is completed, the following conditions must be met prior to the employee receiving the appropriate salary schedule placement.

d. All hours must be earned at an accredited institution of higher learning which is a member of National Collegiate Association of Teacher Education.

e. Satisfactory completion of a course with a grade of a "B" or better must be demonstrated by either a grade card or other writing bearing the course instructor's signature submitted to the Executive Director by September 1.

f. An official transcript from the institution demonstrating successful completion must be on file in the District's Administrative Office By September 30th or the salary increase will be rescinded.

5. Employees shall be advanced only at the beginning of the next academic year.

C. Mentor/Intern
   a. Director Approved Supervision of an intern or intensive mentoring for a new or struggling employee would result in a $500 stipend
   b. Director Approved supervision of a part-time intern, supervision of a practicum student or supervision of an LCSW, NCSP results in a $250 stipend

D. Goal/Certification Achievement
   a. Director approved professional development resulting in a certification or goal achievement would result in a .25% increase, (e.g. renew lcsw or ncsp)
   b. Obtaining your LCSW or NCSP get you a one-time $1500 stipend (in lieu of current contract but retroactive for NCSP's and LCSW's get $325 if they already received course credit.)

E. Retirement
F. An employee can earn up to 6% using the incentive based schedule and may not exceed 6%

G. Health, Life and Flex insurance
    a. current language
H. One time Longevity increase at 20 years with TCSEA would result in a .25% increase (retro for those who have achieved 20 years with TCSEA prior August 1, 2017.)

7.4 Health Insurance

The Board will pay the entire health insurance premiums for all employees and life insurance and FLEX fee. Medical and life benefits shall be in accordance with the terms of the group medical and life plans currently in effect. Any changes implemented during the term of this agreement with respect to the terms of the group medical and life plans shall be subject to prior good faith bargaining.

7.5 Life Insurance

The above insurance amount includes a twenty-thousand dollar ($20,000) life insurance policy.

7.6 Flex Plan

The Board will offer a Flex Plan for the employee's use to tax-shelter medical premiums, child care, etc. This plan will be in place to begin the 2004 tax year. The third party administrator will be determined by the Board. All cost pertaining to implementation and continued use will be paid by the Board.

7.7 Mileage

Business miles are defined as those miles driven between the individuals first job related stop in the morning and the last job related stop in the afternoon unless the distance to the first stop or after the last stop is greater than the distance between the individual's home and regularly assigned office. In this case, any miles driven beyond the distance between the individual's home and office would be considered business miles. In addition, all miles driven outside of the Tri-County area for the purpose of delivering services or attending professional conferences will be treated as business miles. At the beginning of the school year, the Director will determine what the employee's home base is, whether it is a TCSEA office or a building within the school district in which they are assigned.

Each employee shall be entitled to reimbursement for business mileage. The mileage rate approved by IRS shall be the rate that is used. The Executive Director shall maintain procedures, mileage charts, and forms for submission of mileage. Said mileage shall be submitted to the Executive Director, or his designee, on the first working day of each month and paid within six (6) working days of the submission date.

7.8 Payroll Deductions

Employees may participate in the McLean County Educators Credit Unit and employee authorized annuity programs through the following payroll procedure:

Employees shall be allowed to authorize payroll deductions up to ten (10) school days after the start of the school year. In no case shall employees authorize payroll deductions within five (5) working days prior to the first pay date. After such time, employees shall be limited to two (2) authorization changes per school year. Change shall be defined as initial enrollment or any change in the amount of money deducted from the individual's paycheck. Employees shall have the right to cancel a deduction at any time; however, once an employee cancels a deduction, he/she shall not be allowed to re-enroll in the Credit Union or annuity program for the remainder of the school year. The only responsibility of the Board is to issue a check to the Credit Union or authorized annuity vendor in the amount of the authorized deductions.

The number of annuity programs is limited to five (5).

7.9 Pay Periods

Employees shall be paid on the 13th and 28th each month. Should the payday fall on a weekend, or during a school holiday period, employees shall be paid on the last working day preceding the weekend or holiday period.

7.10 Pay Period Schedule

Each employee shall have the option of being paid in twenty (20) or twenty-four (24) installments. An employee must notify the Executive Director at least seven (7) calendar prior to the first pay date whether he/she desires twenty (20) or twenty-four (24) pay checks. Once an employee chooses the above, the employee shall not be allowed to change the number of paychecks he/she shall receive for the year.

7.11 Tuition Reimbursement

Employees may be reimbursed for courses subject to the following conditions:

(a) Reimbursement shall be up to $100.00 per semester hour up to a maximum of 6 hours per contract year.
(b) The start date of the class will be the date used to determine which contract year in which the class was taken in.
(c) Courses must be in the Employee's area of responsibility and/or must contribute to the Employee's growth and must receive prior approval of the TCSEA Executive Director.
(d) Courses must be from an NCATE-approved institution or any campus of the University of Illinois.
(e) Transcripts certifying satisfactory completion with a course grade of "B" or better must be provided to be eligible for reimbursement within thirty (30) days after completion of the course.

8.5 Duration

This Agreement shall be effective August 1, 2017 and shall continue in effect until July 31, 2021.

This Agreement is signed this 14 day of July, 2017.

IN WITNESS WHEREOF:

For Tri-County Education Association, IEA/NEA:

Kelly McCarth Dawn Yancey
President

Tammy Hughes
Secretary

For Tri-County Special Education Association:

[signature]
President

[signature]
Secretary

ARTICLE VIII

EFFECT OF THE AGREEMENT

8.1 No Strike

During the terms of the Agreement, employees represented by the Association agree not to strike, or engage in or support or encourage any concerted refusal to render full and complete services in the school district or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.

8.2 Complete Understanding

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

8.3 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

8.4 Management Rights

The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy.

A. The Functions of the Board
B. Standards of Service
C. The Board's overall Budget
D. Selection of New Employees
E. Direction of All Employees