

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**BOARD OF CONTROL OF LEE COUNTY
SPECIAL EDUCATION ASSOCIATION**

AND

**LEE COUNTY SPECIAL EDUCATION SUPPORT
PERSONNEL ASSOCIATION – IEA NEA**

FOR THE SCHOOL YEARS

2019-2020

2020-2021

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ARTICLE I

RECOGNITION

- 1.1 **Parties.** The Board of the Lee County Special Education Association (“the Board”) hereby recognizes Lee County Special Education Support Personnel Association, IEA-NEA (“the Association”), as the sole and exclusive bargaining representative for all full-time and regularly employed part-time paraprofessionals employed by the Employer. Excluded are all supervisory, confidential, managerial, job developers, and short-term employees as defined by the Illinois Educational Labor Relations Act.
- 1.2 **Definition of Full-Time Employee.** As used in this Agreement, a “full-time” employee is an employee who works thirty (30) or more hours per week on at least a nine (9) month or more scheduled basis.

ARTICLE II

BOARD RIGHTS

- 2.1 The Board, solely, on its own behalf and on behalf of the electors of the LCSEA, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State and of the United States, including, but without limiting the generality of the foregoing, the right:
- (a) To the management, organization and administrative control of the LCSEA and its properties and facilities, and the activities of its staff;
 - (b) To direct the work of its staff; determine the time and hours of operation; determine staffing patterns; determine the kinds and levels of services to be provided and the methods and means of providing those services;
 - (c) To hire all staff, and, to determine their qualifications and conditions for their continued employment, including but not limited to the authority to discipline, dismiss, demote, and to promote, assign, and transfer all such staff;
 - (d) To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of LCSEA operations;
 - (e) To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any

matter in the event of an emergency; and to eliminate or change existing methods, equipment or facilities;

- (f) To make, publish and enforce rules and policies of Board not inconsistent with this agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution of the United States.

ARTICLE III

GRIEVANCES & ARBITRATION

3.1 Definition of Grievance. Any claim by the Association or an employee of the Association that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement shall be a grievance.

3.2 Grievance Procedure.

- A. Filing.** A grievance must be filed within fifteen (15) days from the time of LCSEA action or the occurrence of the event complained of. Every employee covered by this Agreement shall have the right to present grievances in accordance with the procedures set forth herein. The written information contained in a filed grievance shall include: 1) a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this Agreement that are alleged to have been violated or misapplied; and 3) a listing of specific actions requested of the administration to remedy the grievance.
- B. Computing Time Limits.** All time limits consist of school days. School days for purposes of the grievance procedure shall mean those days the LCSEA is open for business. During the summer recess, the time limits shall consist of all week days so that the matter may be resolved before the opening of the next school year or as soon as possible thereafter. Timelines may be changed if mutually agreed upon in writing by both parties.
- C. Grievance Representative.** At least one Association representative shall be present for all meetings, hearings, appeals, or other proceedings relating to a grievance that has been formally presented and have the right on the representative's request to state the Association's views at all stages of the grievance procedure. The LCSEA acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any step.

No grievant shall be required to discuss a grievance at any step if the Association's representative is not present.

D. Informal Resolution. The parties acknowledge that it is usually most desirable for an employee and a LCSEA Administrator to resolve problems through free and informal communications. Nothing in this Agreement will be construed as limiting the right of any employee to discuss a grievance and to have the grievance adjusted without intervention of the Association.

E. Grievance Hearings. If informal processes fail to satisfy the employee or the Association, a grievance shall be processed as follows:

Step 1: The Director shall arrange for a meeting to take place within ten (10) days after receipt of the written grievance. The Association's representative, the aggrieved employee, and the Director shall be present for the meeting. The Director must provide the aggrieved employee and the Association with a written response to the grievance within ten (10) days after the meeting.

Step 2: If the Association or employee is not satisfied with the decision at Step 1, he/she may file an appeal in writing to the Board of Control within ten (10) days after receiving the Step 1 decision. The official grievance record maintained by the Director shall be available for use by the Board of Control.

Within twenty (20) days after receipt of an appeal, the Board of Control shall hold a hearing on the grievance. The hearing shall be conducted in executive session. Within ten (10) days after the conclusion of the hearing, the Board of Control, through its Chairperson, shall render a decision, in writing, to all parties involved in the grievance.

F. Bypassing of Steps. Provided the Association and the Director agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

G. Investigation of Grievances. The LCSEA and the administration will cooperate with the Association in its investigation of any grievance and to the extent permitted by law will furnish the Association with such reasonable information as is requested for the processing of any grievance, as the information pertains to the grievance. Nothing in this section shall require the administration to conduct studies or surveys or retrieve information that would not be usual or customary.

H. Scheduling of Hearings. Grievance hearings may be held during regular school hours by mutual agreement (e.g. lunch or plan period) at a time and place that affords fair and reasonable opportunity for grievants and witnesses entitled to be present to attend. The Association shall provide a substitute employee or employees, subject to administrative approval, or bear the cost of any substitute employees required for any grievance hearing held during regular school hours.

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

3.3 **Arbitration.** If the Association is not satisfied with the disposition of the grievance at Step 2 or the Step 2 time limits expire without the issuance of the LCSEA's written answer, then the Association may submit a grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Expedited rules of the American Arbitration Association shall prevail if both parties agree. If the arbitrator finds the grievance to be caused by a violation, misinterpretation or misapplication of the terms of this Agreement, then the arbitration shall be final and binding on both parties. The arbitrator will not have the power to add to, alter, nullify, ignore, subtract, or amend the terms of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted. Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement, both parties agree to abide by the results of the findings of the arbitrator. If a demand for arbitration is not filed within twenty (20) days of the date of the LCSEA's receipt of a Step 2 decision, then the grievance will be deemed withdrawn. The cost of the arbitration shall be borne equally by the parties. Each party shall bear the full cost for its representation in the arbitration. If either party requests a transcript of the proceedings, that party will bear the full costs for the transcript. The Association shall provide a substitute employee or employees, subject to administrative approval, or bear the cost of any substitute employees required for any arbitration hearing held during regular school hours.

3.4 **No Reprisals.** No reprisals of any kind will be taken by the Board of Control or the Director against an employee covered by this Agreement because of his/her participation in this grievance procedure.

3.5 **Filing of Materials.** All records related to a grievance will be filed separately from an employee's personnel file.

ARTICLE IV

JUST CAUSE DISCIPLINE

4.1 **Conduct Warranting Consideration for Discipline.** Unsatisfactory performance or conduct that may otherwise adversely influence an employee's ability to perform his or her job responsibilities may warrant consideration for discipline of employees, including dismissal, suspension, or reassignment of duties. Examples of unsatisfactory performance and unpermitted conduct include, but are not limited to, the following:

A. **Unsatisfactory Performance.** An employee's performance may be considered unsatisfactory and may warrant consideration for discipline if the employee is insubordinate or if the employee, after being directed by a supervisor not to repeat

such conduct, demonstrates incompetency or inefficiency or neglects his or her duties.

B. Unpermitted Conduct.

1. **Unauthorized Absence.** Any unexcused failure to report to work shall be considered an unauthorized absence. Any unauthorized absence may warrant consideration for discipline. Unless an employee is unable, because of a mental, physical, or medical incapacitation, to report his or her absence, the Board shall be entitled to consider any three consecutive unauthorized workday absences a resignation by the employee.
2. **Criminal, Immoral, or Other Wrongful Conduct.** Any criminal, immoral, or other wrongful conduct that may adversely influence an employee's ability to perform his or her job responsibilities may warrant consideration for discipline. Such conduct shall include, but not be limited to, (a) conviction of a felony, (b) arrest for any crime involving a child, (c) possession, consumption, delivery, or being under the influence of alcoholic beverages on District property, (d) possession, consumption, delivery, or being under the influence of illegal drugs while on duty, (e) negligent or willful damage to public property or vandalism of public supplies or equipment, (f) any willful violation of a safety rule or procedure, (g) any violation of Board policy, and (h) actions dangerous to other employees and/or students. The Board shall inform the Association of any change in Board policy after the date of this Agreement by notifying in writing the President of the Association or his or her designee.
3. **Dishonesty.** Any dishonesty may warrant consideration for discipline. Such dishonesty shall include, but not be limited to, (a) a material misrepresentation on an employment application or (b) provision of a false reason for obtaining an excuse for an absence.

4.2 Disciplinary Action. Disciplinary action or measures may include, subject to the policies of the District, any or all of the following:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension; or
- D. Discharge.

While teachers and other supervisors shall have the right to issue corrective direction to employees, any such corrective direction shall not be considered a reprimand or disciplinary action under this Agreement.

- 4.3 **Delivery of Reprimands.** If the Director has reason to reprimand an employee, the reprimand shall normally be done in a manner that will not embarrass the employee before other employees or the public. In turn, an employee will cooperate without escalating a situation when requested to move from a public to a more private area to discuss an issue that may require a reprimand or discipline.
- 4.4 **Discipline Hearing.** Upon request, an employee covered by this Agreement shall have the right to be represented by the Association during any meeting with the administration that may result in any disciplinary action. The employee may have up to 48 hours to arrange for representation when a formal hearing is requested by the Board. However, the administration reserves the right to meet with the employee at any time after being notified of a situation that may require immediate administrative action; at such a meeting, the employee will not be required to make any statements if representation is requested.
- 4.5 **Just Cause Requirement.** No non-probationary employee shall be dismissed, suspended, or reassigned for disciplinary reasons without just cause and unless there is served upon the employee a written notice of dismissal, suspension, or disciplinary reassignment stating the reasons for the action and the effective date thereof. A copy of said notice shall be given to the President of the Association.

ARTICLE V

NO-STRIKE CLAUSE

- 5.1 **No Strike Pledge.** During the term of this Agreement, neither the Association nor its agents nor any employee will for any reason authorize, institute, aid, condone, or engage in a slow-down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the LCSEA.
- 5.2 **No Lock Out Pledge.** The LCSEA will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Association unless there is a violation of this Article by the Association.

ARTICLE VI

ASSOCIATION RIGHTS & RESPONSIBILITIES

- 6.1 **Bulletin Board.** The LCSEA agrees to provide space on an existing designated bulletin board in each attendance center and LCSEA office. The Association bulletin board shall be used only for Association business matters. Notices shall not contain political matters or materials containing criticism of or personal attacks upon the LCSEA or school personnel. All costs incident in preparing and posting of Association material will be borne by the Association. The Association is responsible for posting and removing material on its bulletin board and for maintaining same in an orderly fashion.

- 6.2 **Distribution of Notices.** The Association shall have the right to pass out individual notices and to use the regular courier mail facilities and the LCSEA e-mail system for necessary distribution of non-political announcements and similar material to the members of the Association regarding Association business.
- 6.3 **Officer and Other Lists.** The Association shall submit each year, on or before October 1st, to the Director or designee a current list to include the Association President authorized representatives of the Association. Any changes in this list shall be submitted to the Director promptly upon such changes being made.
- 6.4 **Use of School Buildings and Equipment.** The Association shall have the right to use any LCSEA facility or space for hosting meetings outside of the employees' required work day upon twenty-four (24) hour prior request and approval of the building administrator or his/her designee, provided that such use does not interfere with any school or community sponsored activities and provided a custodian is regularly scheduled to be on duty at the time of use. The Association will clean up any premises used to the satisfaction of the building principal or a charge for the direct cost to the LCSEA may be charged to the Association. The Association will be allowed to use LCSEA printers and copiers to generate non-political announcements and similar material. The Association will provide the paper for generating such materials.
- 6.5 **Copies of Agreement.** The LCSEA agrees to print copies of this Agreement within ten (10) working days of its execution hereof for each employee, and the Association shall be responsible for distributing such copies. The LCSEA shall provide five (5) additional copies per year to the Association upon the Association's request and give all newly hired employees a copy at the time of hire. The agreement will also be posted electronically on the LCSEA website.
- 6.6 **Access to LCSEA Premises.** The LCSEA agrees that the Association staff representative or representatives shall have reasonable access to the premises of the LCSEA for legitimate Association business, upon notice to the building administrator by "signing in" at the office.
- 6.7 **Board Agenda and Minutes.** The President of the Association or his or her designee shall be given electronic/e-mail notice of any regular or special meeting of the Board of Control, together with a copy of the agenda or statement of purpose of such meeting and the monthly treasurer's report at least forty-eight (48) hours prior to the scheduled time of such meeting. A copy of approved Board of Control minutes shall be mailed/electronically sent to the President of the Association as soon as they have been prepared.
- 6.8 **Newly Hired Employees.** Names, addresses, phone numbers, credited experience, hours of credited education, and placement on the salary schedule of newly hired employees shall be provided to the Association President within five (5) days of LCSEA hire.

- 6.9 **Release Time.** The President of the Association and/or his or her designee shall be granted up to a total of three (3) days release time for the purpose of Association business and attending conferences related to Association business. If the Association deems it necessary to use an additional two (2) days, the Association will reimburse the LCSEA the cost of the substitute if one is required and hired.
- 6.10 **Professional Relations Committee.** The Board and Association shall establish a Professional Relations Committee consisting of the Director, at least one (1) Board member, and two (2) Association representatives. The Committee shall meet on such dates and times as the parties may mutually agree to discuss matters of mutual concern, but not less than twice during each school year. Prior to each meeting, the Director and Association President shall set the agenda for the meeting.

ARTICLE VII

FAIR REPRESENTATION

- 7.1 **Fair Representation.** The Association recognizes its responsibility as the bargaining agent and agrees to represent fairly all employees in the bargaining unit.

ARTICLE VIII

PERSONNEL FILES

- 8.1 **Keeping of Personnel Files.** The LCSEA shall keep a central personnel file for each employee at the Administration Office.
- 8.2 **Inspection of Personnel Files.** Upon appropriate request, an employee may inspect his/her personnel file subject to the following:
- A. Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and the LCSEA. Upon request, an employee who has a written grievance on file who is inspecting his/her personnel file with respect to such grievance may have a representative present during such inspection. Such a review shall be conducted in the presence of a designated LCSEA employee.
 - B. Not more than twice in any school year, copies of materials in an employee's personnel file may be provided at no cost to the employee upon request.
 - C. Pre-employment information, *e.g.*, reference checks and responses, and information provided to the LCSEA with specific request that it remain confidential shall not be subject to inspection or copying.
 - D. No part of such file may be removed or destroyed without permission of the Director.

- 8.3 **Written Warnings.** Employees shall receive a copy of a written reprimand prior to it being placed in his/her personnel file. Employees will acknowledge receipt of such material by affixing their signature and date of review/receipt on the copy to be filed.
- 8.4 **Responses.** Employees shall have the right to file a written response to material in his or her personnel file.

ARTICLE IX

EDUCATIONAL EMPLOYEES RIGHT TO ORGANIZE

- 9.1 **Educational Employees Right to Organize.** In order to secure more favorable terms of employment, bargaining unit members may join together to create a strong, responsive and inclusive union. As such it is recognized that the work and activities of the Association as the sole and exclusive bargaining representative will result in financial costs and obligations which ideally should be shared equally by all educational support personnel who are bargaining unit members.

ARTICLE X

SENIORITY

- 10.1 **Definition of Seniority.** Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service as a full-time or part-time employee for the LCSEA within the bargaining unit. Part-time employees shall accrue a half-year of seniority for each full school year during which they are employed. In cases where ties in seniority exist, the following will be used to determine the order of layoff:
1. Hire date within the employee's bargaining unit job classification as a non-certified school employee in the LCSEA.
 2. Start date within the employee's bargaining unit job classification as a non-certified school employee in the LCSEA.
 3. Total years of continuous full-time service as a non-certified school employee in the LCSEA.
 4. Draw lots.
- 10.2 **Non-Application.** Seniority does not apply and shall not be used as a determining factor in assigning particular types of work to employees or in assigning employee machines, equipment, or places of work.
- 10.3 **Roster.** The LCSEA shall maintain and keep current a seniority roster noting name, building location, starting date of work, years of seniority, hours of credited education, and current position by classification. A copy of such roster shall be given to the Association President annually by February 1.

10.4 Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- A. quits;
- B. is discharged for cause;
- C. fails to report for work within three (3) working days after having been recalled from lay-off;
- D. does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence;
- E. no longer has any recall rights under Section 10.6.D. of this Agreement;
- F. retires;
- G. fails to report to work or call the LCSEA Director concerning his/her need to be absent for three (3) or more consecutive days (which shall be considered a resignation by the employee) and the Director has made at least one effort to contact the employee to determine the reason for the absence.

10.5 Probation. All newly hired employees shall be considered as probationary employees and must successfully complete a probationary period before attaining regular employee status. Any regular employee who is transferred in the best interest of the employee and LCSEA shall retain his or her seniority status.

Each newly hired employee becomes a probationary employee upon the date of his or her employment and remains so until he or she has successfully completed the required probationary period. The determination by the LCSEA that a probationary employee is not qualified to obtain regular employment status is not subject to the grievance or arbitration procedure of this Agreement. The required probationary period is ninety (90) calendar days.

During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the LCSEA, and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance.

10.6 Reduction-in-Force and Recall.

- A. **Reduction-in-Force.** Except as set forth in Section 10.6.B. of this Agreement, the LCSEA in its discretion shall determine whether reductions-in-force are necessary. Although not limited to such circumstances, reductions-in-force shall ordinarily be for lack of work and/or lack of funds. Except as set forth in Section 10.6.B. of this

Agreement, if it is determined that reductions-in-force are necessary, employees will be laid off in accordance with their seniority provided that part-time employees are laid off before full-time employees. An employee to be laid off in one classification shall have the right to be transferred to a vacancy in order to avoid being laid off so long as the employee is qualified to perform the work.

- B. **Reduction-in-Force of One-on-One Aides.** If the position of an employee assigned to a student as a one-on-one aide is reduced or eliminated during a school year because the student to whom the aide has been assigned leaves the school LCSEA or for any other reason no longer requires a one-on-one aide the LCSEA shall provide a thirty (30) day notice of the reduction in force. All one-on-one aides shall be subject to the seniority and reduction-in-force provisions of Section 10.6.A. of this Agreement.
- C. **Notification of Reduction-in-Force.** Before the Director recommends the reduction-in-force of any specific employee due to the elimination of a position or reduction in hours to the Board of Education, the Director or his designee shall meet confidentially with the employee to inform each employee whose reduction-in-force is being recommended. Additionally, the Director, or his designee shall advise the Association prior to any official action on the part of the Board, and prior to any public announcement. Formal notice of any layoff shall be in writing to the employee at least thirty (30) calendar days before the date on which such reductions will become effective. Such notice shall indicate honorable dismissal and shall be either personally delivered to the employee or mailed to the employee by certified mail.
- D. **Recalls.** Employees who have been reduced shall be recalled in order of their seniority, with the most senior being recalled first to a vacant position in their classification or vacant position in any classification for which they are qualified. Recall rights are for the time period provided by the school code. No seniority shall accrue during the recall period. Notices of recall shall be sent by certified mail to the employee's last-known address. The recall notice shall state the time and date on which the employee is to report back to work.
- E. **Employee's Responsibility.** It shall be the employee's responsibility to keep the LCSEA notified of his or her current mailing address. A recalled employee shall be given fifteen (15) calendar days from the date of notice to accept the recall for the time and date of return to work. A recalled employee who declines the recall or who fails to respond within the fifteen (15) calendar days shall forfeit his or her seniority rights.

- 10.7 **Posting.** Notice of bargaining unit vacancies shall be sent electronically to the Association President when the position becomes available and shall be posted for ten (10) calendar days before such position is to be filled during the school year and five (5) calendar days before such position is to be filled during the summer school vacation period. During the school year, vacancies shall be posted in each building in a visible area. Notices of

vacancies shall be communicated by posting on the LCSEA's website (and via "All Staff" e-mail. Summer vacancies shall be e-mailed to the Association President or his or her designee and also shall be posted on the LCSEA's web site.

- 10.8 **Vacancies.** A vacancy shall mean a permanent opening in any bargaining unit position, which exists either because a position has been newly created, or because the individual formerly holding the position has retired, resigned, been dismissed, or accepted a position outside the bargaining unit. A vacancy shall not include a mere redeployment of staff due to a reduction in force.
- 10.9 **Eligibility.** Any employee may apply for a transfer to fill a vacancy. Part-time employees who apply for such a vacancy shall be given first consideration before seeking outside applicants. A full-time employee may, at the discretion of the Director, be transferred to a vacant full-time position so long as a part-time employee would receive first consideration for the open position that is created by the transfer of the existing full-time employees after all such transfers are complete.
- 10.10 **Short-Term Employees.** The Board shall not temporarily employ personnel in a vacant or newly created position in the bargaining unit for more than sixty (60) calendar days or until the end of the school year, whichever period is less. If a short term employee is approved by the Board of Education for hire, the number of work days spent as a short term employee shall count toward his or her ninety (90) calendar day probationary period. The Director or his/her designee shall notify the Association President of a temporary position if such position will exist longer than ten (10) days.

ARTICLE XI

PAYROLL DEDUCTIONS

- 11.1 **Association Dues.** Upon receipt of a lawfully executed written authorization from an employee, the LCSEA agrees to deduct the regular monthly prorated amount of annual Association dues of such employee from his or her pay and remit such deduction by the 15th day of the succeeding month to the official designated by the Association in writing to receive such deductions. By October 1 of each year, the Association will notify the LCSEA in writing of the exact amount of such regular membership dues to be deducted. For new hires after September 15 and through the end of the school year, there shall be a thirty (30) day period, after the notification from the LCSEA to the Association President of a new hire, to allow for recruitment and communication with the new hire. During the school year, any new hire and/or current employee may authorize dues deduction by signing a written authorization. Upon receipt of such authorization, the LCSEA shall commence payroll deduction within thirty (30) calendar days. The Association agrees to indemnify and hold the LCSEA harmless against any and all claims, demands, suits, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the LCSEA in compliance with this Article. All dues deducted by the LCSEA shall be remitted to the Treasurer of the Association no later than ten (10) days after such deductions are made. The Association shall promptly refund to the LCSEA any funds

received in accordance with this Article that are in excess of the amounts of the Association dues the LCSEA has agreed to deduct.

- 11.2 **Payroll Deductions.** Authorization for tax-sheltered annuities and IMRF life insurance may be placed on payroll deduction by lawfully executed written authorization. However, the companies participating in the program will be limited to the Select Employees Credit Union and those companies participating as vendors through the LCSEA's third party administrator.

ARTICLE XII

INSURANCE

- 12.1 **Provision of Insurance.** Subject to the terms of this Article, the LCSEA will provide classified employees group medical and life insurance coverage. As used in this Agreement, an "eligible employee" for the purpose of the health and life insurance benefits provided in this Article, shall be defined as an employee who is scheduled to work at least thirty (30) hours or more per week during the school year. Additionally, an employee who was in the employment of the LCSEA on or before the ratification of this Agreement, and who was, at that time, eligible for these insurance benefits, shall continue for the remainder of his or her employment in the LCSEA, to be regarded as eligible for the purpose of qualifying for the Board-provided insurance benefits even if his or her scheduled work hours should decrease below thirty (30) hours per week due to involuntary reassignment, an involuntary reduction in hours, or a reduction in force and subsequent recall. However, if such an employee voluntarily requests to transfer to an assignment that is scheduled to work less than thirty (30) hours per week, or he or she resigns or retires and is subsequently rehired to a position that is scheduled to work less than thirty (30) hours per week, he or she shall no longer be eligible for these insurance benefits until such time as he or she holds a position that is scheduled to work at least thirty (30) hours per week.

The school year is defined as being from the first institute day in the fall to the last institute day in the spring.

- 12.2 **Features of Health Insurance Plan.** The health insurance plan shall contain cost containment features concerning weekend (Friday-Saturday) admissions and second opinions for non-emergency surgeries, provided the patient has his/her choice of doctors within the plan and the additional opinions are paid for under the health insurance plan. The Board may provide for all or any such insurance coverage through a self-insurance plan. The types of claims covered with the prior insurance carrier will be substantially similar to those types of claims covered under the self-insurance plan or any future carrier.
- 12.3 **Deductibles and Co-Payments.** The plan will contain a \$500 deductible per family. During all years of this Agreement, the LCSEA shall pay 80% of the first \$2,500 per individual excluding the deductible and 100% of the balance. When a covered employee or his/her dependent is admitted to a hospital, he/she must comply with pre-admission procedures. Failure to meet the pre-admission requirements for a hospital admission will

cause benefits to be reduced by the application of a \$200 penalty deductible. The resulting co-payment will not be applied toward the employee's out-of-pocket expense minimum.

12.4 Employee Contribution. Employees shall pay for individual health insurance coverage and family health insurance coverage based on the premium schedule set forth below.

Tier 1: Employees who were in the employment of LCSEA on or before February 15, 2018.

2019-2020	Single \$49 per month Family \$137.50 per month	
2020-2021	Single 6% of COBRA rate Not to exceed \$53 per month	Family 7% of COBRA rate Not to exceed \$142.50 per month

In the event that insurance premiums decrease during any school year for the duration of the contract, the parties will share the savings in equal percentages to the current premium structure.

Tier 2: Any thirty (30) hour or more employee who becomes eligible for health coverage after February 15, 2018.

	<i>Single</i>	<i>Family</i>
2019-2020	\$25.00 per month	50% of the COBRA rate
2020-2021	\$25.00 per month	50% of the COBRA rate

Single Coverage: \$25.00 per month each year of the contract.

Family Coverage: 50% of the Cobra Rate per month each year of the contract.

12.5 Continuation of Coverage. An employee who has worked the full contract year and is dismissed for reduction in force will have his/her health/life insurance coverage paid by the LCSEA through August 31 or the first day of the ensuing school year, whichever comes first, provided that the employee continues making any contribution required by Section 12.4. The "rified" employee may, when permitted by law, purchase at his/her own expense "converted policy" protection by applying to the LCSEA's self-insurance administrative agent within thirty-one (31) days of the effective date of termination of the LCSEA's group insurance coverage.

12.6 Other Insurance. The LCSEA shall also provide a life insurance and accidental death and dismemberment plan of \$20,000 for all employees working twenty (20) or more hours per week on at least a nine (9) month basis.

12.7 Insurance Committee. The parties shall participate in an insurance committee with one board member, one administrator, and at least two DEA members and representatives from LCSESPA, DESPA and non-certified employees, the number of which shall be established

by agreement of all the groups. The Committee will meet at least once every quarter with the purpose to: obtain and review documents necessary to monitor the health plan such as renewal rate projections; explore additional types of insurance coverage; and make recommendations to the Board regarding health insurance plans and coverage.

12.8 Optical and Dental Insurance. The Board will offer an optical and dental insurance program to employees who are eligible to elect to annualize their compensation (e.g. elected to receive twenty-four (24) equal installments throughout the year) at the employees' expense.

12.9 Flex 125 Plan. The Flex 125 Plan offered by the LCSEA in the 2016-2017 school year shall continue and be available for full-time employees for the duration of this Agreement.

ARTICLE XIII

WORKING CONDITIONS

13.1 Work Day. Employees who work three or more hours per day shall have the equivalent of a fifteen (15) minute break per work day to take care of personal matters. All employees working five (5) or more hours per day will be provided duty-free unpaid lunch of not less than thirty (30) minutes. The hours of employees will be scheduled consecutively. Any work requested of an employee beyond the normal work day must be pre-approved by the Director of his/her designee, with such pre-approval being documented on the employee's time card.

13.2 Overtime Pay. If entitled to overtime pay under federal or state law, full-time employees covered by this Agreement shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours in the same classification of work in excess of forty (40) worked hours in a workweek. It is specifically understood by the parties that this overtime pay provision shall not apply to any unauthorized hours of work or to work in another employee classification. Overtime must be authorized by the Director or his or her designee in writing. Paid time off for sick leave or other paid leaves shall not be counted as time worked in computing the forty (40) hours per week requirement.

13.3 Notice of Assignments. Employees shall be notified, in writing, by July 1 of their work assignment for the upcoming school year. If an assignment is changed after such date, written notice or a phone call by the administration to the employee shall be made as soon as possible.

13.4 Course Reimbursement. Employees may request workshop and/or tuition reimbursement. To be eligible for reimbursement, all requests must be submitted in advance on an agreed form to the Director or his/her designee for approval. Reimbursement for a pre-approved request will be made within thirty (30) days of the employee's submission of evidence demonstrating the successful completion of the workshop or course. An employee shall not be paid while attending a workshop or course outside the regular work day unless the Director has directed the employee to attend such

workshop or course or has otherwise agreed to pay the employee for attending the workshop or course.

13.5 Emergency/Unplanned Early Release and Late Arrival. In the event the District authorizes an early dismissal or late arrival due to an emergency or unplanned event employees will suffer no loss of pay when the LCSEA suffers no loss of revenue, (examples including but not limited to: weather, power outages). In the event the LCSEA does suffer a loss of revenue due to any of the aforementioned closures an employee will make arrangements with the Director or designee to utilize one of the four options below. Whenever reasonable the Director or his or her designee will allow employee preference of the four options listed:

- 1) To work their full schedule (for full pay);
- 2) To arrive late or leave early and be paid only for time worked;
- 3) To arrive late or leave early and reschedule the time missed with the principal;
- 4) To use personal leave (in hourly increments)

In the event that the District authorized an early dismissal due to an emergency or unplanned event, an employee may leave once the building has been cleared of students and the buses have departed. Any time employees who are directed by the Director or designee to remain off the premises or clear the premises employees will be paid their regular wage and will not be required to make up the time missed.

13.6 Diapering & Toileting. Employees shall be informed that their duties may include diapering students and/or assisting students in toileting and other personal hygiene care (e.g.: toileting, bathing, or feminine hygiene). Unless cloth or other type diapers are required for the student, disposable diapers shall be used by the employee when diapering students. If an employee requests, the Director may in his/her discretion make arrangements to have a second adult present when an employee diapers a particular student or assists a particular student in toileting provided the Director determines that such arrangements are necessary, appropriate and feasible for that student. If the Director denies a request, an employee who refuses to perform such duties for a particular student shall not be disciplined, provided the employee's refusal is reasonable. The Director may also provide training of employees in appropriate lifting techniques if lifting of a student is required to assist the student in toileting. Adequate supplies of disposable aprons, gloves, masks, diapers, waste bags and cleaning materials shall be available to employees who diaper students and/or assist students in toileting.

13.7 Attendance at Staff Meetings. Employees shall attend all staff meetings, reasonably requested by the Director, when held outside of regular school hours. Notice of such meetings shall be given at least five (5) days in advance. LCSEA shall pay Employees for attendance at such meetings.

13.8 Use of Time Keeping System. Employees shall use the designated time-keeping system for tracking all hour worked. The time noted using such system shall be what is utilized

to issue payment for wages by LCSEA. Any errors in logging into, or out of, any such system shall be promptly reported to the Director. The system shall provide for a five (5) minute grace period. Employees shall have reasonable access to stations, or devices, designated for clocking in or out of an electronic time system.

ARTICLE XIV

HOLIDAYS

Employees shall not be required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day or on other school holidays designated by the LCSEA.

ARTICLE XV

SALARY SCHEDULES

- 15.1 Payment for Work.** Employees classified as Paraprofessionals will work 176 days per year or such longer number of days necessitated by the school schedules established by member Districts. Employees with annualized pay, who are scheduled to work 5.75 hours or more per day, will be paid in twenty-four (24) equal installments throughout the year.

Each year Employees will work on the two (2) (non-student) teacher institute days at the beginning of the school year and will work a half day (1/2) on the morning of two (2) school improvement in-service days. The LCSEA will inform the Employees what school improvement in-service days will be required work days no later than the first institute day of each school year.

- 15.2 Wage Schedules.**

A. Entry-Level Placement. During this Agreement, entry-level placements shall be paid in accordance with the applicable wage schedules set forth in Appendix 1. Current employees who are ten (10) or more years away from eligibility for retirement will be placed on the salary schedule based on their number of years of employment by LCSEA and their previous experience credit (up to a maximum of eight (8) years / Step eight (8) of the salary schedule). The salary schedule placement for each current employee will be provided to the Association prior to ratification. Current employees who are less than ten (10) years from eligibility for retirement will receive a 6% increase on their previous year's creditable earnings each year until their hourly wage catches up to their appropriate experience step on the salary schedule. Newly hired employees shall be placed at Step 0, unless they are granted additional years because of previous experience. A newly hired employee shall receive a year of experience credit (up to a maximum of eight (8) years / Step eight (8) of the salary schedule) for each year he or she worked in a credited position. For Paraprofessionals, a "credited position" is a position in which the

newly hired employee was paid for instructing children in an educational or school setting.

B. Wage Schedules for Paraprofessionals. Employees shall be paid in accordance with the 2019-2020 and 2020-2021 wage schedule set forth in Appendix 1. Employees will advance one (1) step each year of the contract.

In each year of the contract Employees whose current wage is the same or greater than the hourly wage on the last Step of the prior year's salary schedule will receive an increase of \$600.00 over the previous year's total compensation. As steps are added to the salary schedule increased beyond the employee's current hourly wage the employee will be placed on the applicable step.

When a Paraprofessional earns 75 or more hours of college coursework pre-approved by the Director, he or she shall be responsible for timely reporting to the LCSEA any basis for movement into Lane +75 Hours. Hours of college coursework are timely reported if the Paraprofessional reports the hours to the LCSEA by the September 1 or February 1 of the year in which the hours are earned. A Paraprofessional who has accurately reported the 75 hours of approved college coursework by September 1 shall be moved to Lane +75 Hours and the increase in his or her hourly rate shall be reflected in the paycheck issued on the following September 30. A Paraprofessional who has accurately reported the 75 hours of approved college coursework by February 1 shall be moved to Lane +75 Hours and the increase in his or her hourly rate shall be reflected in the paycheck issued on the following February 28.

C. Rate Increases Following Entry Placement. An employee who starts work at any time between the start of a school year and January 31 will receive his or her first annual hourly rate increase at the start of the next school year. An employee who starts work after January 31 in any school year will receive his or her first annual hourly rate increase at the start of the second school year after his or her start date.

- 15.3 Event-Related Duties.** Employees performing event-related duties shall be paid \$17.50 per hour for the duration of this contract. However, if an event-related duty causes the employee to work more than forty (40) hours, he or she shall be paid the event-related duty amount of time or one-and-a-half of his or her hourly rate, whichever is more.
- 15.4 Substitute/Teaching Stipend:** Any employee who is asked to substitute for a certified employee to instruct a class for at least half a day will be paid the LCSEA's substitute rate or their hourly rate, whichever is greater.
- 15.5 Extended School Year:** Staff positions for Extended School Year (ESY) will first be offered to the regularly employed staff members who currently hold said positions. Unfilled positions will then be offered to other qualified LCSEA staff members. Unfilled positions thereafter remaining will be offered to any other qualified personnel. In the event

staffing for ESY remains inadequate, the Director may, in his or her sole discretion, assign staff among those qualified, in reverse seniority. LCSESPA employees assigned ESY duties will be compensated at either their regular hourly wage, or the rate provided in Article 15.3: Event Related Duties, whichever is higher.

ARTICLE XVI

LEAVES

16.1 Sick Leave.

- A. **Grant and Use of Sick Leave.** At the start of employment with the LCSEA, an employee will receive ten (10) sick leave days with full pay. Following the employee's fifth (5th) year an employee will earn twelve (12) sick leave days per year. Unused sick leave shall accumulate to Two hundred Forty (240) days. An employee may use available or permitted sick leave for personal illness, quarantine at home, the serious illness or death of a member of the employee's immediate family or household, or birth, adoption or placement for adoption as set forth in Section 5/24-6 of the *School Code*, 105 ILCS 5/24-6. An employee's immediate family shall include parents, step-parents, spouse, siblings, children and step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law and legal guardians and, in cases of death, uncles, aunts, nephews, and nieces. Sick leave may be used in hourly, half day, or full day increments.

With the Director's approval up to two (2) sick days can be used as two (2) additional personal days within a given school year. Such personal leave days shall be used in accordance with 16.3 Personal Leave.

- B. **Duty-Connected Injuries.** Absence caused by a duty-connected injury shall not be deducted from the employee's sick leave for the first thirty (30) working days following such injury. Payment during said thirty (30) day period shall be based upon full salary less a credit to the LCSEA for any payments received by the employee for income benefits under the Worker's Compensation Law of Illinois. If an employee is absent longer than said thirty (30) day period, the employee may use one-third (1/3) of a sick leave day for each day the employee is absent in order to obtain the employee's regular full salary.

- 16.2 **Attendance Incentive.** At the end of each school year, every employee who has used no more than one (1) sick leave day will receive one extra sick leave day added to the next year's sick leave allotment for a total of eleven (11) days in the second through fifth year of employment and a total of thirteen (13) days beginning in the sixth year of employment or one (1) extra personal day to be added to the next year's personal leave allotment for a total of three (3) days.

- 16.3 Personal Leave.** An employee will receive three (3) days of personal leave per year. Notification of such leaves shall be submitted to the Director at least two (2) calendar days in advance of the absence, except in cases of emergency when the explanation may be submitted after the absence. An employee may not use a personal day on the last school attendance day immediately preceding, or immediately following, a school holiday. Unused personal days be transferred into the employees' sick days at the end of each school year and shall not carry over as personal leave days. Upon termination of employment, the employee will not be paid for any accumulated personal or sick leave.
- 16.4 Military Leave.** The LCSEA shall grant leaves of absence for military service in accordance with applicable state and federal law.
- 16.5 Jury Duty.** When jury duty causes a loss of work time, the employee shall receive his/her regular salary and the employee shall transfer to the LCSEA all compensation received for jury duty, excluding any payments for travel or meals. When jury duty does not conflict with the regularly scheduled work hours of the employee, the employee shall retain any compensation received for jury duty.
- 16.6 Family and Medical Leave.** Family and medical leave may be available as provided in the LCSEA's Family and Medical Leave Act policy.
- 16.7 Unpaid Leave.**
- A. Requesting Unpaid Leave.** If an unpaid extended sick leave or an unpaid personal leave (an "Unpaid Leave") is desired, the employee shall arrange for a meeting with the Director or designee, and a representative of the Association if the representative is requested by the employee. The purpose of the conference will be to determine a reasonable period of leave, and said leave request must then be submitted to the Board of Control for its approval. Any request for an Unpaid Leave based upon personal medical reasons shall be accompanied by a physician's statement indicating a medical disability.
 - B. LCSEA Consideration of Unpaid Leave Request.** The LCSEA may in its sole discretion grant, deny, or extend any Unpaid Leave under any conditions deemed appropriate. The Director or designee will notify the Association President of approval of an employee's unpaid leave of twenty (20) school days or more within ten (10) school days of such approval.
 - C. Plan for Unpaid Leave.** After consultation with the employee, the Director or designee shall prepare a plan for the commencement and termination of any Unpaid Leave recommended for approval, taking into consideration maintenance of continuity and quality of the related LCSEA programs or needs of the LCSEA as a primary criteria, duration of the leave requested, availability of qualified substitutes, and other pertinent factors related to the request. Such leaves shall commence upon 1) the date agreed upon by the Director or designee and the employee, 2) in cases of anticipated disability, no later than 30 (thirty) calendar

days prior to the anticipated date of disability, or 3) the actual date of disability, whichever shall occur first.

D. Benefits During Unpaid Leave.

1. **Sick Leave.** Sick leave shall not be earned during the period of any Unpaid Leave, and the employee shall not be required to use any available accumulated sick leave during an Unpaid Leave. Any accumulated sick leave available at the commencement of an Unpaid Leave shall be available to the employee upon return to LCSEA employment.
2. **Insurance.** With the consent of the insurance carrier, an employee on an Unpaid Leave may maintain insurance benefits by making timely payment to the LCSEA business office of the full cost of all premiums that may be due, as calculated as though the employee were entitled to COBRA health insurance continuation benefits.
3. **Seniority.** Seniority shall not accrue during an Unpaid Leave in excess of thirty (30) days. Employees using an unpaid leave who do not work a total of seventy-five (75) work days during the year in which the leave occurs shall not advance on the salary schedule the following year. Upon timely return from an Unpaid Leave, the employee, unless otherwise agreed in the plan for Unpaid Leave required in Section 16.7.C. above and provided the LCSEA has not eliminated the position during the Unpaid Leave, will be assigned to the same position that was held at the time the employee commenced the Unpaid Leave.

E. Return from Unpaid Leave.

1. **Request for Early Return.** An employee on an Unpaid Leave may request in writing to return from the leave if the reasons for the leave no longer exist. Whether to allow an early return to work is within the sole discretion of the Director.
2. **Ability to Return.** Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least thirty (30) calendar days before the return of any employee on an Unpaid Leave for personal medical reasons. Upon receipt of such evidence, the LCSEA may require examination by a physician or other medical practitioner of its choosing, at the LCSEA's expense. If the LCSEA-selected expert believes the employee is not fit to perform all assigned duties, the employee's expert and the LCSEA's expert shall mutually agree on a third expert to examine the employee. The employee and the LCSEA shall equally share the cost of this third examination. The judgment of such third expert shall be determinative.

- F. **Eligibility for Further Unpaid Leave.** Notwithstanding anything in this Article to the contrary, an employee who has been granted an Unpaid Leave shall not become eligible for a subsequent Unpaid Leave unless and until such employee has returned to full-time service for at least one (1) complete year, provided that the LCSEA may grant such subsequent leave in its sole and absolute discretion only under exceptional circumstances.

ARTICLE XVII

EMPLOYEE EVALUATION

- 17.1 **Evaluation.** Each employee will be evaluated annually, in a process that will be explained by the Director to employees by October 1 of the evaluation year and using forms that are consistent for individuals performing essentially the same job. Evaluations will be completed and discussed with employees by May 1 of the evaluation year. While the Director or his or her designee will be the primary source for evaluative recommendations on the evaluation form, input from the teachers or other staff, will be gathered as part of the evaluation process. The Director or his or her designee will hold an evaluative conference with the employee at the end of the year.
- 17.2 **Job Descriptions.** The Director shall provide copies of any proposed revisions to the Association for the Association's review. The Association shall submit its recommendations, if any, to the Director sixty (60) calendar days thereafter, and if the Association requests, to meet with the designated members of the Board to discuss its recommendations. The Director shall notify the Association of the Board meeting when the job descriptions shall be submitted to the Board of Control.

ARTICLE XVIII

NEGOTIATIONS PROCEDURES

- 18.1 **Term of Agreement.** This Agreement shall be effective as of ratification by both parties and shall terminate on the day prior to the first day of the 2019-2020 school year. This Agreement shall be automatically renewed from year to year thereafter unless either party shall provide the other party with a written demand for negotiations for a new contract. The LCSEA and the Association shall commence bargaining within thirty (30) days from the demand to bargain; however, in no event shall negotiations commence earlier than April 1 (unless the parties otherwise mutually agree), providing demand is made as provided hereunder.

ARTICLE XIX

ENTIRE AGREEMENT

- 19.1 **Additional Bargaining.** The parties acknowledge that during the Negotiation process which resulted in this agreement, each had the unlimited right and opportunity to make

demands and proposals with respect to any subject or matter not removed by law or by specific agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Negotiations of matters covered in this agreement may be reopened only through the voluntary mutual consent of the parties.

19.2 Amendment. This Agreement may only be amended during its term by the mutual agreement of both parties in writing.

19.3 Effect of Agreement. This Agreement contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution hereof and not set forth herein. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties.

This Agreement is entered into and executed this 19th day of December, 2019.

Lee County Special Education
Support Personnel Association

By: *Shera Huxford*
ASSOCIATION PRESIDENT

Date: _____

Lee County Special Education Assoc.
Board of Control

By: *Margo D. Emper*
BOARD PRESIDENT

Date: *12-19-2019*

Attest:

Secretary

Appendix 1 Salary Schedule

2019-2020

Base Wage \$10.75

**Highly Qualified/ 60 Credit Hours
Steps 2.25% - 2.5%**

**75-90 Credit Hours
Steps 2.25% - 2.4%**

0	\$10.75	0	\$11.00
1	\$10.99	1	\$11.25
2	\$11.24	2	\$11.50
3	\$11.49	3	\$11.76
4	\$11.75	4	\$12.02
5	\$12.02	5	\$12.29
6	\$12.29	6	\$12.57
7	\$12.58	7	\$12.85
8	\$12.88	8	\$13.14
9	\$13.19	9	\$13.44
10	\$13.51	10	\$13.76
11	\$13.83	11	\$14.09
12	\$14.16	12	\$14.43
13	\$14.50	13	\$14.78
14	\$14.87	14	\$15.13
15	\$15.24	15	\$15.49
16	\$15.62	16	\$15.87
17	\$16.01	17	\$16.25
18	\$16.41	18	\$16.64
19	\$16.82	19	\$17.04
20	\$17.24	20	\$17.44
21	\$17.67	21	\$17.86
22	\$18.11	22	\$18.29
23	\$18.57	23	\$18.73
24	\$19.03	24	\$19.18
25	\$19.51	25	\$19.64

Bottom of Lane = \$600 (Pro-rated Part-time)

Appendix 1 Salary Schedule

2020-2021

Base Wage \$11.25

**Highly Qualified/ 60 Credit Hours
Steps 2.25% - 2.4%**

**75-90 Credit Hours
Steps 2.25% - 2.3%**

0	\$11.25	0	\$11.50
1	\$11.50	1	\$11.76
2	\$11.76	2	\$12.02
3	\$12.03	3	\$12.29
4	\$12.30	4	\$12.57
5	\$12.57	5	\$12.85
6	\$12.86	6	\$13.14
7	\$13.16	7	\$13.44
8	\$13.46	8	\$13.74
9	\$13.77	9	\$14.05
10	\$14.09	10	\$14.37
11	\$14.41	11	\$14.70
12	\$14.74	12	\$15.04
13	\$15.08	13	\$15.39
14	\$15.43	14	\$15.74
15	\$15.78	15	\$16.10
16	\$16.15	16	\$16.47
17	\$16.53	17	\$16.85
18	\$16.92	18	\$17.24
19	\$17.30	19	\$17.64
20	\$17.72	20	\$18.04
21	\$18.14	21	\$18.46
22	\$18.58	22	\$18.88
23	\$19.03	23	\$19.32
24	\$19.48	24	\$19.76
25	\$19.95	25	\$20.22

Bottom of Lane = \$600 (Pro-rated Part-time)