

CONTRACTUAL AGREEMENT

between

**LOCKPORT SPECIAL EDUCATION COUNCIL
AMERICAN FEDERATION OF TEACHERS LOCAL 604**

and

**LOCKPORT AREA SPECIAL EDUCATION
COOPERATIVE**

2022-2023

2023-2024

2024-2025

2025-2026

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PREAMBLE

The Board and the Union firmly believe that the primary function of the Board and its professional staff is to assure each child serviced by the Lockport Area Special Education Cooperative an effective educational program. The Board recognizes that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation and effective communications exist between the Board and its teaching staff.

ARTICLE I

RECOGNITION

- A. The Executive Board of the Lockport Area Special Education Cooperative, Will County, Illinois (hereafter referred to as the Board) recognizes the Lockport Special Education Council of Local 604 (American Federation of Teachers) hereinafter referred to as Union, as the exclusive bargaining agent for all of the full time and part time (of at least .5 FTE) certified teachers, social workers and speech/language therapists.
- B. It is understood that throughout this Contract the term, "teacher", shall mean employed full time and part time (of at least .5 FTE) as certified teachers, social workers and speech/language therapists indicated in (A) above."
- C. To be excluded from this Agreement are all other employees of the Lockport Area Special Education Cooperative not included in (A) above.
- D. The Union President, or designee, subject to Administrative approval, shall be allowed release time for the investigation of contract grievances (issues/concerns). Under no circumstances shall representatives of the Union, by their action in investigation, interfere with the normal and effective operations of the school.

ARTICLE II

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the Districts, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the States and of the United States. 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 hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

Should an Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then the 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.

The Board and the Union agree, that in successor agreements, to meet at reasonable times and confer in good faith with respect to wages, hours and terms and conditions of employment, which does not compel either party to agree to a proposal or require the making of a concession.

It is also agreed that the Union will not require the Board to bargain over matters of inherent managerial policy.

ARTICLE III

RIGHTS AND RESPONSIBILITIES

- A. The Union agrees that the Board retains and reserves unto itself all powers and duties conferred upon and vested in it by the statutes of the State of Illinois.
- B. The Board and Union agree to participate in good faith negotiations.
- C. It is mutually agreed and understood that during the term of this Agreement the Executive Director and the Union President shall agree to periodically meet at mutually convenient times for the purpose of reviewing implementation and interpretation of the Agreement and to discuss issues related thereto.
- D. Teachers shall have the right to organize, join and assist the Union to participate in negotiations, with the Board, through representatives of their own choosing, for the purpose of establishing, maintaining, protecting or improving conditions of professional service. Teachers shall have also the right to refrain from any or all of such activities.
- E. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach tentative agreement which shall be presented respectively to the Board and Union for ratification.

ARTICLE IV

SCOPE OF NEGOTIATIONS

Both parties (the educational employer and the representative of the educational employees), shall have mutual obligations to meet at a reasonable time and negotiate in good faith with respect to: wages, hours, fringe benefits, grievance procedures, working conditions, and other terms and conditions of employment, and to execute a written contract incorporating any agreements reached by such obligations.

ARTICLE V

NEGOTIATION PROCEDURES

- A. Each party (Board and Union) shall select its negotiation representatives (no more than 5 per party).
- B. Items to be negotiated for the next Agreement shall be submitted by the Union on or before January 1, of the negotiating year. Negotiations shall commence on or before March 1, and continue until a new or revised Agreement is reached. Regular meetings will be set up mutually with times and locations agreed upon by the Board and Union negotiators.
- C. When the Union and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Union for ratification and to the Board for ratification.
- D. Impasse. If agreement is not reached on all items, either party may declare to the other, in writing, that an impasse exists and call for mediation.
- E. MEDIATION
 - 1. Mediation is an informal, consensual process, wherein a neutral attempts to resolve the impasse.
 - 2. Both parties shall make a joint request according to the IL School Code for mediation. This request may be made to the Illinois Educational Labor Relations Mediation Board, or to any other agency that the Board and Union agree shall mediate.
- F. COST

The cost for the mediation if any, shall be equally shared by the Board and the Union.

ARTICLE VI

USE OF SPECIAL EDUCATION ADMINISTRATION BUILDING FACILITIES

The Board agrees that the Union and its representatives shall have the right to use the Administrative Center for meetings and to transact official Union business on school property at all reasonable times provided that this does not interfere with or interrupt normal school operations. The Board also agrees that the regular cooperative mail distribution service shall be made available to the Union for the purpose of communicating with teachers.

ARTICLE VII

NON-DISCRIMINATION

The Board and the Union affirm their continued support of a policy of no discrimination on account of race, creed, color, age, sex, national origin, marital status, membership or lack of membership in the Union.

ARTICLE VIII

NO STRIKE CLAUSE

During the life of this contract, the Lockport Special Education Council, American Federation of Teachers Local 604, will not engage in or support any work stoppage or slowdown in the Lockport Area Special Education Cooperative.

ARTICLE IX

PERSONNEL FILES

1. Upon written request, a teacher will have the right to review materials in his/her personnel file. Letters and materials of a confidential nature, which consists of letters of recommendation used by the teacher to secure a position, will not be available to the teacher. Such review will take place under the supervision of the Director or his/her designee.
2. Reproduction of transcripts will be made by the Lockport Area Special Education Cooperative for a nominal fee.

3. No material originating after the ratification date of this Agreement shall be placed in the file unless the teacher receives a copy of said material. A teacher will have the right to answer such material within fifteen (15) school days in writing and his/her answer will be attached to the corresponding file material.
4. Each teacher will have the right to insert material relevant to his/her service in the District and add statements as to his/her qualifications as a teacher. However, such material will be placed in the personnel file, if the Director determines it relevant. The insertion of such material in the file does not indicate agreement with the content by the Director or the Board.
5. The teacher's reply with regard to numbers 3 and 4 must specifically relate to the particular materials in question and to which said reply will be attached.

ARTICLE X

VACANCIES AND TRANSFERS

- A. All LASEC employment vacancies will be posted on our web-based application system. When a new position is posted, an email will be sent to all LASEC employees (at their LASEC email address) notifying them of the opening. Staff will have seven calendar days to submit an online application as an internal candidate for the open position.
- B. Any teacher may apply for transfer to another building where a vacancy exists which she is qualified and certified to teach. Transfers will be considered when in the best interest of the Cooperative and subject to the approval of the Director and Superintendent of the housing district. Written requests must be received by April 1 of the current school year.

ARTICLE XI

TEACHING ASSIGNMENTS

- A. Confirmation of all staff assignments for the forthcoming year will be completed two (2) weeks before the opening of school, or sooner if possible. Staff will be notified of confirmation by mail. This notification is subject to change by the Executive Director if warranted for good cause and provided the employee is personally contacted in a timely manner. If a teacher's assignment is at more than one location, the notification will include the building they are to report to for the opening institute and the start date.
- B. The Director/Program Coordinators will consider severity of caseloads and travel time between buildings when planning for staff assignments.
- C. In the event of relocation, LASEC will provide up to two (2) additional days to allow for packing/unpacking and classroom set-up. The teacher will be paid \$80 per day."

- D. LASEC and/or the district housing the relocated classroom shall be responsible for moving materials and equipment. LASEC staff will contact the Executive Director in the event that there are issues related to moving.
- E. The Board shall provide 3 days of paid release time (one for the mentee and two for the mentor) for mentorship of new staff members. Mentors should receive a one-time stipend for \$250.00.

ARTICLE XII

TEACHING HOURS AND RESPONSIBILITIES

- A. Teachers shall maintain the same teacher work day of start and end times as is the policy of the building where their classes are located.
- B. Each teacher shall be provided with at least a thirty (30) minute duty-free lunch period to be scheduled by the respective housing school principal. If, due to circumstances outside the control of the teacher, they are not able to take their duty-free lunch, they will be compensated \$40 per missed duty-free lunch. Transition and travel time shall be a minimum of 30 minutes.
- C. The Board will make a reasonable attempt to provide a plan period equivalent to that of the housing district, within the instructional day, to all teachers, exclusive of time required for Pupil Personnel Team meetings, staffings or completion of student evaluations. Upon the Director's approval, weighted caseloads will be considered for those teachers serving on PPS Teams. If a planning period is, after consultation with the Executive Director or designee, not possible to be provided, that teacher will be paid at the rate of 40.00 per hour (planning periods are often 45 minutes equating to \$30.00 per period). Missed planning periods should be discussed and approved by the administrator prior to the event.
- D. Teachers of LASEC multi-district programs shall report the absences to the building principal and the cooperative office, if a student is absent three (3) consecutive days.
- E. The teacher is required to report immediately to the Cooperative, the day a student enters or withdraws from class.
- F. Teachers are to be given a ten (10) calendar day notice, whenever possible, of IEP meetings.
- G. For an IEP meeting that is scheduled prior to the start of staff attendance hours, or those meetings that continue beyond the teaching hours of the building, staff will be paid \$31 for the 2022-2023, 2023-2024, 2024-2025, 2025-2026 school years.
- H. LASEC teachers shall not be required by districts to attend meetings/workshops/in-service, etc., unless paid stipends commensurate to those paid to district employees.
- I. For a LASEC committee meeting which occurs prior to the start of staff attendance hours or after the teaching hours of the building the teacher serves, the teacher will be paid \$31

per meeting for the 2022-2023, 2023-2024, 2024-2025, 2025-2026 school years. Such compensation will be paid only for committees charged by the Director or designee, and to those teachers who are appointed to the committee and attend the meetings(s).

- J. Generally, teachers will not be required to substitute in LASEC classrooms unless, after making reasonable attempts, the administration is unable to secure a substitute teacher. District substitute lists, if available, will be utilized prior to seeking internal LASEC subs.
- K. Social workers who are asked to assist a district for duties outside of the workday will be paid in accordance with extra duty pay (31.00 per hour).
- L. It is the intent of the parties that special education and related services will generally be provided to eligible students within the student instructional day of the building which the eligible student attends. In the instance that parents of students who attend private and parochial schools or who are home schooled may request that eligible students be provided special education and related services outside the normal student instructional day; the following agreed upon procedure will be utilized when considering and responding to such parent requests.
 - 1. The Board agrees to only utilize time outside the normal student instructional day to provide special education and related services in unusual cases.
 - 2. The Board further agrees that before making a decision in response to a parent request that special education and related services be provided outside the normal student instructional day, the Board will arrange a meeting between bargaining unit members that would be impacted by such a decision and the immediate supervisor to engage in a team problem-solving process with the goal being to avoid providing special education and related services outside the normal student instructional day.
 - 3. The Union understands and agrees that in those situations where the team problem-solving process described in paragraph (2) above does not result in a solution which would reasonably allow for special education and related services to be provided to a student within the normal student instructional day, that the Board retains the right to assign bargaining unit members to provide these services during the normal teacher workday.
 - 4. The Board and the Union agree that during the duration of the collective bargaining agreement the Union President and Executive Director will jointly monitor the implementation of the process described in this memorandum.

ARTICLE XIII

LEAVES/RELEASE TIME

A. SICK LEAVE

1. Each teacher will be granted fifteen (15) days of sick leave annually with pay.
2. Unused sick leave will accumulate to a total of three hundred forty (340) days, excluding annual sick leave allotment.
3. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness, death in the immediate family or household, birth, adoption, or placement for adoption.
4. In the event sick days must be used, teachers shall first notify the Director or the designee by 6:00 a.m., or as soon as possible in the case of an emergency, on the day of the absence.
5. A teacher who exceeds his/her leave shall be deducted 1/181 of the yearly salary per day absent.
6. For purposes of this section, "immediate family" shall include parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. (Source: P.A. 99-173, eff. 7-29-15)

B. BEREAVEMENT LEAVE

In the event of a death in the immediate family (spouse, domestic partner, parent, step-parent, legal guardian, children, grandchildren, brother, or sister), a full time teacher will be allowed three (3) days for bereavement. In the event of the death of other family members (grandparents, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, aunts, uncles), a full time teacher will be allowed two (2) days for bereavement. These days will be neither sick leave nor personal leave. A bereavement day will be granted upon request to the Director or the designee.

C. PERSONAL LEAVE

1. Teachers may be granted upon approval by the Director three (3) days personal leave (with pay) each school year, non-cumulative.
2. Personal leave days will not be granted for days immediately before or after a holiday or school vacation. However, in emergency situations, such requests may be considered for approval by the Director.
3. Notification for a personal leave day shall be made to the Director or Designee using the proper form at least ten (10) calendar days in advance and the Director or Designee shall give a verbal answer three (3) calendar days in advance of the personal leave. In cases of emergency situations, exceptions may be granted by the Executive Director.

4. Personal leave shall be interpreted as being absent due to business matters that cannot be handled other than at the specified time during a school day, i.e.: court days, personal family matters of an urgent nature, etc.
5. Request must be made in writing to the Director or Designee.
6. Unused personal leave days shall be transferred to one's sick leave accumulation at the end of each school year.

D. CHILD CARE LEAVE

Upon written request submitted to the Director by a teacher, at least three months before the leave is to begin, the Executive Board shall grant a Child Care Leave under the following conditions:

1. Child care leave applies to newborn babies or newly adopted children under the age of 4.
2. Child care leave shall be for a period of up to one (1) full semester and any fraction of another semester. This fractional part of the semester must occur at the beginning of said leave. If additional child care leave is necessary, the teacher shall present, in writing, a request for such extension, listing reasons for said request. Extension requests will be considered on an individual basis. Teachers are encouraged to return for the fall semester.
3. All fringe benefits cease at the commencement of the child care leave, except when FMLA applies.
4. The teacher shall be given the opportunity to continue all insurance coverage provided by the Cooperative while on child care leave at the employee's expense.
5. Advancement on the salary schedule will be allowed according to the following:
 - (a) If a teacher works 120 or more days of a school year, that full year will be allowed on the schedule.
 - (b) If a teacher works less than 120 days, no advancement on the schedule will be allowed.
6. Notification by the teacher of his/her intent to return from child care leave must follow the time table.
 - (a) If a teacher intends to return for the beginning of the second semester of a school year, written notification shall be made by the teacher to the Director by October 31 of the same school year.

- (b) If a teacher intends to return for the beginning of the first semester of a school year, written notification shall be made by the teacher to the Director by February 1 of the same calendar year.
 - (c) A teacher desiring to return at any other time, for any reason may do so through a mutually agreeable arrangement between the teacher and the Board.
 - (d) Failure of an employee to notify the Director of his/her intent to return according to the provisions of this article will be considered as a resignation.
- 7. A teacher granted a child care leave shall be entitled to a teaching position for which he/she is qualified or certified upon his/her return from said leave.
 - 8. The Director will make a reasonable attempt to provide the returning teacher with the assignment held previous to his/her leave.
 - 9. Any teacher on child care leave does not accrue tenure or seniority status.

E. LEAVE OF ABSENCE WITHOUT PAY

- 1. A leave of absence without pay may be granted to a tenure teacher upon recommendation of the Director and approved by the Executive Board.
- 2. A teacher granted a leave of absence shall not accrue seniority nor advance on the salary schedule while on leave. The teacher may not request a leave of absence to pursue another educational position.
- 3. A teacher may keep his/her insurance in effect by making contributions to the Cooperative.
- 4. Upon returning from said leave, a teacher shall be entitled to a position for which he/she is certified.
- 5. If a teacher intends to return for the beginning of the second semester of a school year, written notification shall be made by the teacher to the Director by October 31 of the same year.
- 6. If a teacher intends to return for the beginning of the first semester of a school year, written notification shall be made by the teacher to the Director by February 1 of the same calendar year. Failure of an employee to notify the Director of his/her intent to return according to the provisions of this article will be considered as a resignation. A teacher must be employed a minimum of two (2) years to be eligible for a leave of absence without pay.
- 7. The leave of absence must be minimally one (1) month and no longer than two (2) semesters.

F. FAMILY AND MEDICAL LEAVE ACT (FMLA)

FMLA Leaves will follow the guidelines as set forth by the United States Department of Labor and LASEC Policy 5:185, "Family and Medical Leave".

G. DISTRICT INSERVICE TIME

Upon prior approval of the special education administrator and the building principal, the teacher will be allowed to use district in-service time for special education matters.

ARTICLE XIV

DEPARTMENTAL AND/OR STAFF MEETINGS

The Administration will hold one (1) entire staff institute prior to the start of the school term. The institute will be held on a date no earlier than two (2) weeks before the commencement of the school term for the Administrative District. The Administration will notify the staff by May 1 as to the date of the institute for the next school year. In addition to the institute day for the entire staff held prior to the start of the school term, the Administration may hold four (4) meetings/year for departmental/discipline or entire staff meetings. Meetings will be held after school. These meetings will be mandatory. Payment will be made at the rate of \$31 per meeting. The Union will provide suggested topics prior to the start of the school year.

ARTICLE XV

EVALUATION PROCEDURES

- A. The purpose of staff performance evaluation is to facilitate improvement of instruction for students and professional staff development.

The outcome of the staff performance evaluation process will:

1. Assist individual professional personnel in the improvement of the instructional program.
2. Provide a basis for supervisory and staff development programs and services.
3. Provide a basis for administrative decisions.

- B. Evaluation of teachers shall be conducted by a Cooperative administrator qualified under Section 24A-3 of *The School Code* and shall include at least the components required by Section 24A-5 of the School Code, as applicable, including but not limited to: frequency

of evaluation, observations, content areas, rating categories, and for tenured teachers only, professional development and remediation plans, when applicable. In addition:

1. Personal observation of the teacher in an educational setting will be conducted by a Cooperative administrator qualified under Section 24A-3.
2. District Administrators from a teacher's assigned school(s) will provide input into the teacher's performance.
3. An appointment will be set up within ten (10) school days following the completion of an evaluation for a conference at which the teacher will receive the written evaluation and explanation from the evaluator.
4. At the evaluation conference, all teachers receive a written copy of the evaluation. Within ten (10) school days following the evaluation conference, if anyone disagrees with their written evaluation, they have the option to put their concerns or objections in writing and have it attached to the evaluation report in their file.
5. Evaluations shall not be conducted the day before or day after Thanksgiving, winter or spring vacations.

ARTICLE XVI

GRIEVANCE PROCEDURES

A. DEFINITION

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

B. STATEMENT OF BASIC PRINCIPLES

1. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without Union representatives.
2. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. The failure of a teacher or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

4. Any teacher has the right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Union deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where the Union is not represented in the grievance procedure, the Union* will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

*If the Union so requests.

6. Hearings and conferences under this procedure shall be conducted at a time which will afford an opportunity for all persons, including witnesses entitled to be present to attend and will be held insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration during school hours, all employees whose presence is required, shall be excused, with pay, for that purpose.
7. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher union representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff. The Union is responsible for the elimination of nuisance grievances.

C. PROCEDURES

1. First Step. An attempt shall be made to resolve any grievance in informal verbal discussion between complainant and the person or persons whom the complaint is against.
2. Second Step. If grievance cannot be resolved informally, the allegedly aggrieved teacher shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the Director. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated and should state the remedy requested. The filing of the grievance at the second step must be within ten calendar days from the date of the occurrence of the event giving rise to the grievance. The Director or other administrator who has authority to make decisions on grievances shall make such decision and communicate it in writing to the teacher within ten (10) working days.
3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the teacher may file, within five (5) school days of the Director's written decision or answer at the second step, a copy of the grievance with the Director.

Within ten (10) school days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the Director or designee, shall meet to resolve the grievance.

The Director or designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher and the Union.

4. Fourth Step. If the grievance cannot be settled at the third step, the grievance shall be submitted to the Executive Board to be considered in as timely a fashion as a schedule of Board meetings and the Agendas therefore permit. The teacher, acting independently or through the Union, may present a written brief to the Board and may request an oral hearing on the grievance which will be granted at the discretion of the Board. If granted, the hearing will be conducted by the full Board or by a subcommittee of the Board as the Board may designate.
5. Fifth Step. If the grievance is not resolved satisfactorily within five (5) days after consideration by the Board, there may be a fifth step of impartial binding arbitration.

The Union may submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after valid notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration, shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His/her authority shall be strictly limited to issue(s) presented to him/her in writing by the Board and the Union, and his decision must be based solely upon his interpretation of the meaning or application -of the expressed relevant language of the Agreement.

ARTICLE XVII

SALARY AND RELATED PROVISIONS

- A. Teachers; current LASEC employees will be paid increases based-on their previous school year salary. The LASEC salary schedule for new-employees will be attached and incorporated in this agreement.

B. GRADUATE HOURS

Teachers acquiring enough graduate semester hours to permit advancement on the salary schedule shall submit an official transcript to the Director's office previous to the first pay period of the current school year in order that the salary adjustment may be made. Adjustments may be made in September and January.

C. PLACEMENT ON THE HIRING SCHEDULE FOR SOCIAL WORKERS/SPEECH PATHS

Social workers and speech pathologists, when initially hired by LASEC, will be placed on the salary schedule based on a transcript review conducted by the Executive Director or designee. Transcripts that indicate that an employee has a Masters degree beyond 30 hours will be placed on the salary schedule commensurate with the extra hours (e.g., a Masters degree of 49 hours would place the employee on the MS+15 lane). Those currently employed by LASEC, who are impacted by this provision will receive a lane-change adjustment for the 2013-14-school year (with no retroactive pay).

D. PREVIOUS EXPERIENCE

1. Up to a total of 15 years of previous teaching experience in special education, outside the Cooperative, may be granted for placement on the salary schedule.
2. If the experience is not in special education, credit will be granted for one (1) year of credit for every two (2) years of experience up to a total of five (5) full years, if the experience is in education. If the experience is in other comparable fields, credit may be granted for one (1) year of credit for every two (2) years of experience up to a total of five (5) full years.

E. PAY PERIODS

1. Each teacher will have the option of being paid in twenty-one (21) or twenty-six (26) bi-weekly paychecks.
2. Each teacher shall sign and deliver to the Director or designee an authorization designating his/her payment election. Teachers employed as of the end of the 2009-2010 school year shall provide their authorization form no later than the last teacher attendance day of the 2009-2010 school year. Teachers hired on or after the last teacher attendance day of 2009-2010 shall make this election at the time new hire documentation is to be submitted to the Director or designee. Failure to timely provide written authorization of a pay period election shall result in the teacher being paid in twenty-one (21) bi-weekly paychecks. Once the authorization is signed, the designation shall be honored until such time as the Director or designee is notified in writing of a change in designation to take effect at the start of the next school year. No change in designation shall be allowed within a school year, or two weeks prior to the start of the school year.
3. ESY, if requested by the employee by June 1 of each year, shall be paid separately.

ARTICLE XVIII

FRINGE BENEFITS

A. TUITION REIMBURSEMENT

A full-time teacher will be reimbursed, up to a maximum of one hundred seventy-five dollars for approved per college credit hour which have been successfully completed. Up to six semester hours per semester may be approved for courses taken during the student academic year unless taking additional hours is approved by the Executive Director. To be eligible for reimbursement, such courses must have been given prior approval by the Director. The Executive Director will review for approval coursework to be proximal and/or of value not only for the individual, but LASEC. The individual seeking reimbursement should submit a plan as to how the educational experience will benefit LASEC as an entity. The approval process is at the Director's discretion. Payment will be made on the next pay period following submission to the director of proof of successful completion. Upon receiving tuition reimbursement, employees who voluntarily leave LASEC will be required to reimburse LASEC if they leave within 12 months of receiving the last tuition payment.

A full-time teacher will be reimbursed, up to a maximum of one hundred seventy-five dollars (\$175) for approved college courses which have been successfully completed. Up to six (6) semester hours per semester will be approved for courses taken during the student academic year unless taking additional hours is approved by the Executive Director.

To be eligible for reimbursement, such courses must have been given prior approval by the Director. Payment will be made on the next pay period following submission to the Director of proof of successful completion. Employees who are approved for second semester course reimbursement and then voluntarily leave LASEC employment will not be reimbursed for that semester's tuition.

B. GROUP HEALTH INSURANCE

1. All full-time teachers hired for the 93-94 school year and thereafter will be provided single coverage group health insurance at Board expense. All full-time teachers hired before 1993-1994 will be provided single coverage at Board expense and, if desired by the teacher, dependent coverage at Board expense. All full time teachers shall be given the option of a) being provided the above health insurance coverage or b) being paid \$2,500 annually in lieu of the above health coverage; or c) having \$2,500

invested in a non-qualified IRA of the employee's choosing in lieu of the above health coverage.

2. The single coverage group health insurance includes a full, comprehensive hospital plan with surgical, major medical, outpatient diagnostic, prescription drug programs and basic dental coverage.
3. Teachers who were employed for the full school term shall receive benefits until August 31.
4. Cafeteria Plan
 - a. The Board shall maintain a cafeteria plan consisting of salary reduction option for dependent insurance coverage which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
 - b. A teacher may annually elect to receive his/her full salary or elect a salary reduction in any plan year to cover insurance costs as explained herein. The amount elected shall be deducted from the teacher's compensation. The initial plan year shall commence on September 1, 1997, and end on August 31, 1998. Each succeeding plan year shall commence in September and conclude on August 31. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for premiums for dependent medical, dental or other insurance coverage, to the extent such premiums are not paid by the Board.
 - c. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service.
 - d. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year.
 - e. The Board does not guarantee or, in any way, warrant that the salary reductions are nontaxable, said determination to be made by each individual teacher. However, the Board shall not report any amounts reduced from a teacher's salary pursuant to this plan as taxable income to any federal agency.
 - f. A FSA shall be offered by the Board to its employees.

C. LIFE INSURANCE

1. The Board will provide a maximum of \$50,000.00 double indemnity insurance subject to approval of life insurance underwriters.

D. MILEAGE

1. Mileage encumbered by a teacher in relation to performance in his/her duties will be compensated for at the rate of the current IRS rate.
2. Teachers are required to keep daily logs and mileage destinations and purpose. Such information will be transferred to the proper mileage forms provided, to be submitted to the Director, as a voucher for payment at the end of each month.

E. SUMMER SCHOOL

1. Teachers working in the summer school program will be paid \$39.00 per hour.
2. Priority for ESY employment shall be given to LASEC employees who meet the conditions of the application process.

F. BLOODBORNE PATHOGENS

1. Hepatitis B immunization series will be offered to all employees deemed at risk by the administration.
2. When a teacher does not complete the immunization series, the teacher must reimburse LASEC for the inoculation, unless the teacher presents a doctor's excuse.

ARTICLE XIX

PROFESSIONAL COMPENSATION

1. The LASEC salary schedule for new employees will be attached to and incorporated in this Agreement. Teachers, current LASEC employees, will be paid increases based on their previous school year salary. For the 2022-2023 school year they will receive a 5.0% increase. Increases for 2023-2024, 2024-2025 and 2025-2026 will be 4.0% based on the employee's previous year's salary. Annual salaries shall be based on 181 day school calendar.
2. All LASEC employees will be paid via direct deposit, according to the pay date schedule distributed at the beginning of the school year.
3. Authorization for payroll deductions, other than those required legally (state income tax, federal income tax, pension), shall be limited: teacher organization dues, United Way Fund, tax sheltered annuities, and the Canals and Trails Credit Union. There will be a maximum of six (6) 403b vendors which will be mutually agreed upon by the Executive Director and Union President.

ARTICLE XX

BOARD PAYMENT OF TEACHER RETIREMENT

It is expressly understood that the figures appearing on this schedule include a sum equal to a .09 of the base salary of each teacher, which is in fact not payable to the individual teacher, but is instead a reflection of the sum paid by the Board to the Teacher's Retirement System on the teacher's behalf. The teacher shall have no claim upon this money except as such may arise upon retirement or upon severance from the retirement system.

Should any of the statements or language agreed upon be declared illegal by a court of competent jurisdiction, then that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the law.

In the event this provision becomes inoperable because of legal mandate, the contribution paid by the Board for each teacher into the T.R.S. will be paid directly to the teacher.

ARTICLE XXI

RETIREMENT BENEFIT OPTION PROGRAM

RETIREMENT BENEFIT OPTION PROGRAM

- a. Any teacher who renders a minimum of 15 years of cumulative creditable service to the cooperative preceding his or her retirement and who does not cause the cooperative to incur cost payable to TRS under the Early Retirement Option (ERO) will be paid a salary increase his/her last 3 years of service equal to six percent (6%) above the previous year's contracted salary for the same assignments/workload. The six percent (6%) increase shall be in lieu of any annual salary/stipend increase, step, longevity, and/or lane advancement and shall be adjusted to reflect any changes in assignments or duties from year to year during the duration of the retirement option. Eligibility for this option is limited to teachers who will be at least sixty (60) years old, or will be between the ages of fifty-five (55) and fifty-nine (59) with at least 35 years of creditable TRS service at the time of retirement.
- b. An employee must submit an irrevocable letter of intent to retire, which shall include a specific retirement date, by March 1st three years prior to the intended date of retirement.
- c. Total salary increase from year to year shall be established at six percent (6%) after the submission and acceptance of the ILIR (irrevocable letter of intent to retire).

- d. Between September 1st and October 1st of every school year, the Association will provide a list of employees who are within five years of being eligible, or who are eligible to retire under any TRS retirement program to the Executive Director. Between October 31st and December 15th of every school year, the Executive Director or his/her designee, a union representative and each employee on the list will meet to determine whether the employee, under the current salary schedule, collective bargaining language (horizontal lane movement, promotion, extra-curricular, stipends, any possible additional payment) would earn more than the TRS maximum allowable rate without penalty to the Board of Education over the previous school year's creditable earnings in any year of this contract.

The parties agree that under no circumstances will the increases in creditable earnings for teachers who are within three years of becoming eligible for retirement or who are eligible to retire under any TRS retirement program, exceed the TRS maximum allowable rate without penalty to the Board of Education from one year to the next. The parties agree that if the cap might be exceeded, the parties shall meet and agree to restructure the teacher's assignment and compensation so that the cap will not be exceeded. The parties acknowledge, the purpose of such an agreement is to avoid liability for penalties which may result from increases in creditable earnings from one year to the next in excess of TRS maximum allowable rate without penalty to the Board of Education.

- e. In the event that the State of Illinois alters any part of the laws, not to exclude riders or exemptions, affecting TRS, the final rate of earnings will revert to the cap provided by the State of Illinois.

ARTICLE XXII

REPRESENTATION REFERENDUM

A. CHALLENGE

An organization challenging the Union must admit that it has at least thirty percent (30% as members) of the professional employees as defined in this Agreement. Such proof membership shall be verified by affidavit filed by the challenging organization and shall be subject to the examination of the Union. This evidence shall be filed with the Director between September 15 and November 1 of the school term in which this Agreement terminates. If the Board deems such evidence of membership valid, a referendum shall be held within sixty (60) days of filing of the challenge. If the referendum is certified as valid, the organization receiving the majority of the votes cast in any such referendum shall be declared the exclusive representative and may be recognized by the Board.

B. NUMBER

There shall be no more than one (1) such referendum during any one (1) school year.

C. RULES

All matters pertaining to the referendum shall be established by the Board, Union and challenging organization.

D. COST

Cost of the referendum shall be paid by the challenging organizations.

ARTICLE XXIII

DURATION AND ACCEPTANCE OF AGREEMENT

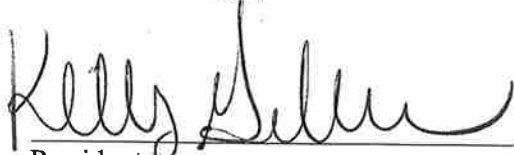
- A. This Agreement shall become effective on July 1, 2022 and shall continue in effect until June 30, 2026 for salary, language and fringe benefits. This Agreement shall expire June 30, 2026.

The Agreement shall be terminated when a challenging organization is declared the exclusive representative as provided for in this Agreement.

Executive Director

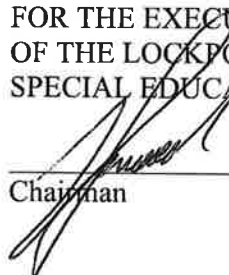
This Agreement is signed and witnessed thereof:

FOR THE UNION



President

FOR THE EXECUTIVE BOARD
OF THE LOCKPORT AREA
SPECIAL EDUCATION



Chairman

2-9-2022

Secretary

Date: 2.4.22