

**APPROVED by NSSEO Board
on June 28, 2022**

CONTRACT AGREEMENT

between the

Governing Board

of the

NSSEO

Northwest Suburban Special Education Organization

and the

NSSEA

Northwest Suburban Special Education Association

Illinois Education Association - National Education Association

2022 - 2026

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ARTICLE I **Recognition**

1.1 Negotiating Agent

The Governing Board of the Northwest Suburban Special Education Organization, 799 West Kensington Road, Mount Prospect, Illinois, hereinafter referred to as the "Board," recognizes the Northwest Suburban Special Education Association, affiliated with the Illinois Education Association, National Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time, regularly employed licensed personnel (including nurses), physical and occupational therapists, all aides/assistants, social workers and psychologists, technology support technicians, technology liaison, network administrators, database managers and audiology assistants, excepting the Director of Special Education, Assistant Director(s) of Special Education, principals, and all other personnel who have the authority to hire, transfer, assign, direct, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make recommendations on any of the above.

The Board and the Association acknowledge that the Certification of Representative issued by the Illinois Educational Labor Relations Board on June 10, 1992, provides that the bargaining unit represented by the Association includes all aides/assistants. The Board and the Association agree that the wages, hours, and terms and conditions of employment for members of the bargaining unit are contained in two Agreements. This Agreement shall cover the licensed personnel described in the preceding paragraph.

The personnel covered by this Agreement are hereinafter referred to collectively for convenience as "employees."

"Administration" shall refer to those employed by the NSSEO Board unless otherwise specified.

1.2 Exclusive Negotiation

The Board agrees not to negotiate with any other organization purporting to represent employees defined in 1.1 above as in the Association bargaining unit or with individual employees within the bargaining unit with regard to negotiable items as defined in Article XIII, Section 13.1, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement; provided, it is understood that the Board and the administration retain their right to discuss with individual employees in the district matters relating to the education program which are beyond the scope of salaries and terms and conditions of employment covered by this Agreement. The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the Statutes of the State of Illinois.

1.3 Representative Election

Any organization challenging the Association must adhere to the statutes and rules and regulations of the Illinois Educational Labor Relations Board.

ARTICLE II **Employee and Association Rights**

2.1 Right to Representation

When any employee is required to appear before the Board or an administrator for a formal discussion concerning matters pertaining to their position of employment, the employee shall be given prior notice of the reasons for such a meeting and shall be entitled to have a representative of the Association present to advise them and represent them during such meeting if the employee so desires. This clause may apply to conferences held between administrators and employees pursuant to the normal, routine evaluation procedures of the district. When either party feels the need for representation at a meeting, all parties will receive prior notification.

2.2 Personnel File

- A. Each employee shall have the right, upon request, to review the contents of said employee's personnel file, and to place therein written reactions to any of its contents.
- B. Timely notation will be made in the employee's personnel file of any and all grounds which the Board may cite or rely upon when taking disciplinary or discharge action against any employee.
- C. No hearsay reports or unsubstantiated claims may be entered in the personnel file without the source of information being disclosed to the staff member.
- D. Before a written letter is entered in the file, the employee has the right to call a meeting to discuss the alleged incident.
- E. In order to place a document in a personnel file, there must be notation that the employee was given an opportunity to view said document.
- F. Regarding all submissions entered into the file during this contract period, the employee has the right to discuss these reports with the NSSEO Administration.

2.3 Right to Organize

Both the Board and the Association agree that they will continue not to discriminate against any employee with respect to representation, hours, wages, terms and conditions of employment by reason of membership or non-membership in the Association, the participation in any lawful activities of the Association or in negotiations with the Board, nor shall the Board discriminate against any employee for having instituted any grievance, complaint or proceeding under this Agreement.

2.4 Membership Dues

Every bargaining unit employee, as a condition of employment, shall have the option to join the Association, pay membership dues, and to have all the duties and privileges thereof.

The Association shall submit written authorizations for payroll deduction to the Human Resources Department no later than October 1 for individuals employed at the start of the school year. Authorization for those employed during the school year shall be submitted within thirty (30) days from the date of commencement of duties.

Payroll deductions for employees who authorize deductions shall commence with the October 30 paycheck, for those employed at the start of the school year, and shall continue for fifteen (15) pay periods. Payroll deductions for those employed afterwards and who authorized deductions shall commence with the first paycheck following employment and shall continue uniformly for up to fifteen (15) pay periods. All dues deducted by the Board shall be remitted to the Association treasurer.

Once an employee elects to pay Association dues by payroll deduction, the deduction will continue unless the employee otherwise notifies the Association President and the Human Resources Department in writing no later than September 1.

If an employee resigns or goes on leave during the school year, the Board shall deduct the unpaid portion of the Association dues from the employee's final paycheck.

2.5 Meetings

- A. The Association shall have the right to hold meetings on school property after school provided that such meetings do not interfere with the instructional program and provided that such meetings are scheduled with NSSEO Administration. If any additional custodial expense is incurred, the Association will compensate the Board for the expense.
- B. The Association shall have the right to use faculty mailboxes and/or NSSEO e-mail correspondence for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit.
- C. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements, and all materials posted will relate only to the Association's official business as negotiating agent for the bargaining unit employees.

2.6 Complaints

- A. Employees shall be notified in writing within ten (10) working days of any complaints/reprimands directed against them, as well as the source of the

complaint/reprimand. In addition, an employee shall be shown any written complaints/reprimands. Complaints/reprimands may not be placed in the employee's personnel file without first giving the employee a copy and an opportunity to place a written response to this material in said file, as well as an opportunity upon request to meet at a mutually-agreed time to discuss the complaint/reprimand.

- B. An employee shall have the right to request the removal of a letter of complaint/reprimand if there have been no subsequent complaints/reprimands for a period of three (3) years from date of said complaint/reprimand. Letters of complaint/reprimand dealing with inappropriate behavior with students may not be considered for removal under this section, except as provided in the *Illinois School Code* or Illinois DCFS Rules and Regulations.

2.7 Provision for Board Information

The Board will make available at the Administration Office to the Association Executive Board copies of the agenda and minutes of Board meetings. The Board will also make available to the Association President copies of the annual budget, audit, Board Policy Manual, and any revisions after Board approval, disbursement list after Board approval. The names and assigned schools of all covered employees are available upon request.

The Board shall provide the Association with a copy of approved Board minutes containing the names of employees who are granted a leave by the Board, or who have changes in employment status approved by the Board (e.g. newly hired, resigned). In addition, the Human Resources Assistant Superintendent or designee shall provide personnel transaction reports to the Association President upon request.

2.8 Legal Representation

If an employee is subpoenaed to appear before a court or hearing regarding matters related to their employment by the Board, which does not involve a criminal charge against the employee, the Board and the Association shall provide reasonable assistance, legal or otherwise, as they deem appropriate and necessary.

2.9 Right to Privacy

- A. No employee will be required to take a polygraph examination.
- B. The Association recognizes that the Board is providing interschool mail and e-mail that is subject to scrutiny by the Administration. However, delivered and sealed interschool mail is to be considered confidential.

2.10 Drug Testing

The Administration may direct an employee to submit to testing for drug and/or alcohol use when there is a reasonable suspicion that the employee is impaired. Reasonable suspicion is based on the personal observation of the employee by two (2) NSSEO representatives who have received training in drug and alcohol awareness. By way of

example, personal observation may include the employee's appearance, behavior, speech, breath, or body odor.

An employee is encouraged to seek assistance for abuse of drugs and/or alcohol. An employee who seeks assistance or is in treatment for drug and/or alcohol abuse remains subject to testing when there is reasonable suspicion the employee is impaired. However, an employee is not subject to discipline for seeking assistance or treatment.

2.11 Protection from Suit

To the extent required by the *Illinois School Code*, the Board shall indemnify and protect bargaining unit members against civil rights damage claims and suits, constitutional rights damage claims and suits and death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board. Such indemnification and protection shall extend to persons who were members of the bargaining unit at the time of the incident from which a claim arises. No bargaining unit member may be afforded indemnification or protection unless they were a member of the bargaining unit at the time of the incident from which the claim arises.

2.12 Vaccinations/Immunizations/Inoculations

When and if there is a vaccination or immunization for which eligibility is selective, two (2) representative of NSSEO, two (2) representative of NSSEA one (1) licensed and one (1) ESP), and a jointly determined qualified medical representative will determine this eligibility. When possible, NSSEO will offer inoculations at cost to employees.

2.13 Waivers

The Administration agrees to inform the Association of any anticipated applications for waivers of any section of *Illinois School Code* prior to being submitted to the Governing Board.

2.14 Just Cause For Dismissal

An employee who has completed their probationary period shall be suspended without pay only with just cause.

The probationary period for licensed employees covered by this Agreement shall be the same as provided for licensed personnel under the *Illinois School Code*.

2.15 Termination of Services

Employees wishing to terminate employment during the school term or within the 30-day period before the start of the next school term must write a letter to the Superintendent requesting said termination and stating the reason(s) for the request. The Governing Board must take action on this request. Employees will be notified in writing of the action taken by the Governing Board.

Employees terminating employment during other time periods must write a letter to the Superintendent informing the Superintendent of the termination. Reasons for the termination are not required but are appreciated.

Resignations terminated during a contractual period are to be mutually agreed upon by the employee and the Governing Board. Subject to Article X Section 10.3.A., an employee affected by an involuntary transfer shall be released from their contract without penalty. An employee may be approved by the Board for termination of a contract without a penalty for extenuating circumstances. Extenuating circumstances normally would not include change in a position to another district, movement to an administrative position in another district, change in career field, involvement in a social agency/governmental project, entrance to a business training or college/university program, or other similar circumstances. The employee requesting the termination due to extenuating circumstances must make the request at least thirty (30) days before the termination is to be initiated. Verification of the extenuating circumstances may be required.

In the event of a resignation not due to extenuating circumstances, a penalty will be imposed. When a penalty is imposed, no action will be taken to suspend certificates or licenses. When a termination of employment is initiated without the approval of the Governing Board, the employee shall pay NSSEO 4.167 percent of their contract salary as a penalty. This amount may be deducted from any unpaid amount owed to the employee. Employee-initiated resignations may not be honored until a satisfactory replacement assumes the duty of the resigner.

Thirty (30) days before an employee's termination/leave from their position, the supervisor will notify that employee in writing of paperwork that must be completed before the termination/leave date. If the required paperwork is not completed, that employee's final paycheck will be held until all requirements are completed.

ARTICLE III **Working Conditions**

3.1 School Calendar

Unless otherwise required by law, the school calendar shall contain no less than 176 student attendance days, nor more than 185 work days for NSSEA employees. The calendar committee shall make recommendations regarding the school calendar to the Superintendent, including days of early dismissal for administrative and staff-directed professional development. The Board shall approve the calendar in its discretion as permitted by law.

For every emergency day during a school year when employees are prevented from working, an additional day will be added on to the end of that school year calendar, not to exceed five (5) days. NSSEO will adjust the calendar and notify staff by April 1st. New licensed employees shall be required to attend four (4) orientation/training days immediately prior to the start of the school year.

NSSEO certified/licensed staff shall be required to work two (2) evenings for parent-teacher conferences and one (1) evening for open house.

3.2 Notification of Assignments

All non-probationary-employees shall be given written notice of their assignments for the forthcoming year no later than one (1) week before the end of the school term. In the event changes in such assignments occur, reasonable effort will be made to notify the employee(s) affected. A conference with the superintendent/designee will be provided at the employee's request. An employee shall be allowed to resign if a change in assignment is not acceptable.

3.3 Substitutes

Every attempt will be made by the Human Resources department to provide substitutes.

3.4 Work Related Injury or Illness

- A.** An employee injured during the course of their NSSEO employment shall complete a Staff Injury Report Form as soon as possible. The required reporting process, including how to access such form(s), shall be distributed annually in writing to employees no later than September 1st. Work-related injury or illness contact information supplied by the Board's workers' compensation insurance carrier shall be posted on employee bulletin boards throughout the school year.
- B.** To be eligible for the benefits contained in this Section, an injured employee must follow the provisions of the Board's workers' compensation insurance carrier. Beginning with the 2022-2023 school year, an injured employee shall

continue to receive their full salary, without the loss of sick leave, for up to thirty (30) workdays following the injury or until the cessation of workers' compensation payments from the Board's insurance carrier, whichever occurs first, provided the employee tenders to the Board the workers' compensation payments from the Board's insurance carrier. Compensation for such workdays may occur on an intermittent basis so long as the absence is a direct result of the work-related injury or illness. Employees will be allowed up to additional fifteen (15) days used in half-day increments without loss of sick leave, as needed to attend medical appointments related to the work-related injury that cannot be scheduled outside of work hours. Documentation of appointments may be required.

- C.** For work-related absences beyond thirty (30) workdays beginning in 2022-2023, an injured employee eligible for workers' compensation payments may exercise one (1) of the following options upon notifying the Human Resources Assistant Superintendent:

Option 1: The employee shall tender to the Board the workers' compensation payments from the Board's insurance carrier. The Board shall then continue to pay the employee their full salary while deducting one-third (1/3) day increments from the employee's accumulated sick leave. Such full salary payments will continue as long as the employee has accumulated sick leave available and will be subject to applicable deductions. At the time that the employee's sick leave is exhausted, the workers' compensation payments will go directly to the employee and Board payments shall cease.

Option 2: The employee shall retain the workers' compensation payments from the Board's insurance carrier without any further compensation from the Board or deduction from accumulated sick leave.

This Section shall be applicable to work-related injuries or illnesses occurring during the 2022-2023 school term and thereafter.

3.5 Damage to Personal Property

If an employee has clothing, glasses, dentures, contacts or other personal property (excluding jewelry or cash) damaged or destroyed by students, they shall report it immediately to their NSSEO supervisor by the end of the school day or as soon as practicable. The employee shall submit the Report of Damage to Personal Property within two (2) business days of the damage/destruction.

The Administration shall conduct an investigation of circumstances surrounding such damage or destruction as soon as practicable. If, after investigation of the circumstances, the Administration believes that partial or whole reimbursement is warranted, it shall recommend it to the Board and will notify the employee. There shall be a \$1,000 limit on the reimbursement of items per person per incident. Health-related items such as glasses, contacts, hearing aids and dentures will be reimbursed after submission to the employee's existing insurance; such claims exceeding \$500 will be subject for review. Watch replacement or repair shall not exceed \$250. If an employee's

vehicle is damaged due to student behavior, the staff member shall be reimbursed for the amount of repair or amount of deductible, whichever is less. Reimbursement for items shall be based on the replacement value of the model of the item damaged. If the employee replaces the item with a model of higher value, the employee will be responsible for the difference in cost between the value of the original item and the replacement item. Proper documentation will be required prior to reimbursement.

Reimbursement for damage or destruction of items brought to school for educational purposes shall not be considered unless the employee has obtained the written pre-approval of their NSSEO supervisor before bringing the personal property to school.

3.6 Assault and/or Battery Upon an Employee

NSSEO believes that employees have a right to a safe workplace. In the event of an assault and/or battery upon an employee, the first concern shall be the immediate medical needs of those involved and the filing of a medical report. After this has been completed, the employee, and any witnesses, shall file an incident report. An employee may file a report and/or charges with the appropriate local law enforcement agency.

3.7 Employees Housed in Member District Buildings

NSSEO employees housed entirely in one (1) of the eight (8) member districts will follow the housing district's school calendar and workday. NSSEO employees housed in multiple districts will create a calendar in collaboration with their supervisor to meet the existing number of contract days as per NSSEO/NSSEA contract and work a six and one-half (6.5) hour day (exclusive of lunch). They may avail themselves of any stipends available through the housing district(s). In all other matters pertaining to their employment, the NSSEA contract and/or NSSEO Policy shall be enforced.

3.8 Workday

In the event that the Board intends to change the workday at a worksite controlled by the Board, the Board shall notify the Association President and Vice-President by U.S. Mail at least thirty (30) calendar days prior to the effective date. The Board shall negotiate the change with the NSSEA if the Association submits a written request to negotiate postmarked within fifteen (15) days following the NSSEA's receipt of the Board's notice.

3.9 Professional Development

The goal of professional development is to promote progressive practices to improve student outcomes. Professional development must provide for continuous improvement of professional practices that address the needs of students, staff, program and the district through the facilitation of collaborative learning.

Professional development will be provided on a weekly basis by setting program hours at least 30 days prior to the start of the school year allowing a block of time either prior to or following student hours for professional development. After requesting input from the staff, Administrators will determine the schedule based on needs of the students

and program. The Assistant Superintendent of Human Resources, or designee, reserves the right to require documentation of absences on institute days or professional learning sessions. Approval of benefit time may be denied based on past history, patterns of repeated absences, or other possible misuse.

3.10 Licensed Former LICA Employees

The following provisions shall apply to former LICA licensed employees who commence employment with NSSEO on July 1, 2012. A former LICA licensed employee is defined as employed in a LICA program and holding a position for which a license is required.

Licensed LICA employee years of service with NSSD/LICA are portable to NSSEO and count towards benefits and recognition with NSSEO.

- A.** Licensed LICA employees who were employed in the NSSEO DHH Program will maintain their current seniority in the Program (and within groupings in the case of licensed staff) and will only accrue seniority for positions in the NSSEO DHH Program. Service shall not be interchangeable between the NSSEO DHH Program and other NSSEO programs.
- B.** As provided in the *School Code*, a former LICA employee who holds a position requiring a license and who has acquired contractual continued service with NSSD will be deemed as having contractual continued service with NSSEO upon acceptance of employment for the NSSEO DHH Program.
- C.** A former certificated and/or licensed LICA employee with twenty (20) years of service combined between NSSD/LICA and NSSEO will be able to access retirement benefits in the NSSEA Collective Bargaining Agreement, if any, that may be applicable when retirement benefits are requested by such former LICA employee.

3.11 Extended School Year (NSSEA License)

Requirements for ESY will be posted and internal candidates will have an opportunity to apply for ESY positions based on their current assignments at least fifteen (15) workdays prior to vacancies being posted for external applicants. NSSEO employees submitting their applications within the fifteen (15) workdays will be given first preference for extended school year positions. Leave days included in Article VII will not be available for use during ESY. Employees are expected to commit to the full ESY posted schedule unless a flexible work schedule is approved. All final hiring decisions will be based on program administrators' recommendations.

3.12 Planning Time

- A.** Every employee will receive 150 minutes per week of released time for the purpose of planning and preparation. Every reasonable effort shall be made to provide this total in thirty (30) or more minute segments. The administration may direct up to 30 minutes of weekly plan time to dedicate to team plan time.

Planning time will be used for the following purposes:

1. Classroom plan time may be defined as, but not limited to, time spent preparing for daily instruction, making accommodations for students, contacting parents/guardians, assessing student work and preparing lesson plans. Classroom plan time is directed by the teacher.
 2. Team plan time may be defined as, but not limited to, time spent meeting with colleagues who work with the same students focusing on reviewing and analyzing individual and group academic and behavior. Team plan time may be directed by the administration and utilized to meet the needs/responsibilities of the teachers comprising the team, the continuous improvement plan, or school/program administrator.
- B.** If, after consultation with the Association, it is determined that it is impossible to meet the minimum standard in a particular program or area, the affected employees shall be granted time equal to thirteen and one-half (13.5) days of released time for the specific purpose of planning and preparation. Insofar as possible and administratively feasible, the thirteen and one-half (13.5) days will be scheduled on a reasonably reoccurring basis. Scheduling will be done by the administration. Employees agree to fully prepare substitutes covering planning time by providing written lesson plans prepared in advance. If the employee misses scheduled released time, the employee will discuss rescheduling of the missed released time with their supervisor. Employees missing scheduled released planning time for sick or personal business leave absences may reschedule up to two (2) absences for no more than one and one-half (1.5) days of released time.
- C.** An employee required to forfeit or reschedule their planning time shall have such time restored according to the schedule below. If the time cannot be restored in this timeframe, the employee shall be reimbursed at an hourly rate equal to base salary (Lane 1, Step 0) prorated to the tenth of the hour.
1. If the employee is not covered by subsection B, the planning time shall be restored within five (5) workdays.
 2. If the employee is covered by subsection B, the planning time shall be restored within ten (10) workdays.

3.13 Duty-free Lunch

An employee who is required to forfeit their lunch time shall be reimbursed at an hourly rate equal to base salary (Lane I, Step 0) prorated to the tenth of the hour.

3.14 Safe Work Environment

The Board and the Association recognize the importance of a safe work environment. In order to ensure a safe working environment, NSSEO will:

- A.** Conduct annual inspections of its facilities
- B.** Provide supports in alignment with the NSSEO Physical restraint, time out, isolated time out (RTO) reduction plan
- C.** Provide employees with professional development and training appropriate for their position in alignment with program needs and staff feedback and input including, but not limited to:
 - Care for caregivers
 - Trauma Informed Practices
 - Monthly Non-Violent Crisis Intervention (NVCI) training and refreshers,
 - Advanced NVCI training for identified educational staff at Kirk, Miner, Timber Ridge, and SLOEC
 - Ukeru training
 - Training on Functional Behavior Assessments (FBAs) and Behavior Intervention Plans (BIPs)
 - CPR & AED training
 - Food Handler Training

3.15 Student Placement

Every attempt will be made to give notice of new placements to affected employee(s) at least twenty-four (24) hours in advance*, except in an emergency or atypical situation (e.g., including placements made to avoid out-of-school suspensions under P.A. 99-456) or when a program's construct is such that these situations arise more frequently. So far as possible, diagnostic information which relates to the child's social development, behavioral characteristics, and academic functioning, as well as other potential child-related problems, will be provided to the teacher of the instructional program to which the student is assigned.

* "At least twenty-four (24) hours in advance" is intended to mean a full school day.

ARTICLE IV **Evaluation Process**

4.1 Purpose

A. Philosophy Statement

NSSEO believes that the evaluation process empowers individuals to demonstrate their competencies for the betterment of our students. Evaluation is a dynamic process which is essential to, and guided by, the aims, values, and beliefs of NSSEO. This process can be multidimensional and should be meaningful and motivating to each individual in his/her pursuit of professional growth.

B. Belief Statements

The quality performance of licensed employees is the keystone of the organization. Therefore, we believe the evaluation process:

1. supports the mission of the organization and complies with state and federal guidelines;
2. must be clearly communicated, understood, and consistently implemented;
3. must be manageable in terms of time and resources in order for it to be effective;
4. is a collaborative effort between professionals, who share responsibility for its success;
5. will be based upon mutually established standards which have been derived from effective teaching practices and organizational expectations;
6. leads to the improvement of instruction through effective educational practices;
7. includes the documentation and recognition of the individual's achievements so as to generate and reinforce improvement of instruction and positive morale;
8. allows for alternative approaches which recognize the needs of a diverse staff, and
9. is an ongoing process which should be continuously reviewed and evaluated.

* It is understood that the terms educational, instructional, teaching, etc. shall include all instructional, therapeutic and related services employees.

C. Orientation

The Evaluation Process information will be presented by an NSSEO administrator. The orientation will be given to all NSSEA-covered employees. The orientation will minimally include these subjects:

1. Philosophy statement
2. Belief statements
3. Evaluation Process including Instrument and Rubrics

4.2 Evaluation Process – Timelines

The Administration will adhere to the Licensed Staff Evaluation Timelines page contained in the NSSEO Evaluation Plan.

4.3 Evaluation Committee

The Evaluation Committee may be reconvened to consider the Licensed Staff Evaluation Plan.

ARTICLE V
Continuity of Services

- 5.1** Neither the Association, nor its members, nor any person acting on behalf of the Association, shall engage in or encourage or support any strike, slowdown or other concerted refusal to render full and complete services to the Northwest Suburban Special Education Organization.

ARTICLE VI **Compensation and Benefits**

6.1 Experience / Salary Credit

New employees may be allowed full credit on the salary matrix for experience as determined by administration. New employees may receive one year's credit on the salary matrix for every ten (10) months of full-time work experience. Such experience should be full-time work under a valid license.

New employees may receive credit for aide experience in special education related to their new job assignment. New employees who were previously aides within NSSEO shall receive one (1) year's credit on the salary matrix for every two (2) full year's experience as an NSSEO aide/assistant.

Two (2) full semesters of regularly assigned full-time teaching experience in separate school districts will be counted as one (1) full year of experience. New employees who begin their employment within NSSEO on or before January 15th shall accrue one (1) full year's credit for that year.

6.2 A. Graduate Credit

All courses used for advancement on the salary matrix must be applicable to NSSEO employment. Approval for courses of study leading to general supervisory or general administration, psychological or social work or additional special education endorsements shall be subject to the Superintendent's discretion.

Undergraduate courses may be approved for credit advancement on the salary matrix when such courses are specifically applicable to the employee's current assignment. The Superintendent/designee should be contacted regarding approval of the applicability of such coursework. The Superintendent's decision on the acceptability of proposed undergraduate credit shall be final.

The following guidelines for Continuing Education shall be used to determine graduate credit for salary matrix advancement.

1. To be eligible, the seminar or workshop must meet on non-school time and must not be funded with NSSEO travel or grant money.
2. The time spent in the seminar or workshop must have appropriate documentation.
3. Evidence of completion and the amount of instructional time must be submitted by the staff member requesting credit on the Verification of Continuing Education form.
4. A total of fourteen (14) instructional hours in documented continuing education will constitute one (1) semester hour to be applied toward advancement on the salary matrix.
5. The Superintendent's decision on the acceptability of proposed seminars/workshops and the validity of documentation shall be final.

B. Education Credit

Evaluation of graduate credits and degrees earned (verified by official transcripts) for proper placement at the start of the school year on the salary matrix shall be completed by December 1st. Resultant salary adjustments shall be made retroactive to the beginning of the school year.

C. Lane Change

Lane changes are available if the employee indicated to the Superintendent/designee in writing by submitting the Personnel Action Request form before June 1 of the previous school term his/her intent to complete additional degrees and/or graduate credits before the beginning of the school term or before the first day of work after winter break. Verification by official transcripts are to be completed by December 1st, placement retroactive to the beginning of the school year, or March 1st, placement retroactive to the first day of work after winter break. An employee shall be eligible for lateral salary matrix movement once annually.

Tentative confirmation of the status of any lane change request will be issued to the employee on or before the last day of school. The employee shall not have their eligibility for lateral matrix movement disapproved if the university is not complying with a written request for transcripts to be sent.

D. Tuition Reimbursement

An employee who meets the following criteria shall be eligible for tuition reimbursement:

- 1) Has begun their second year or more of employment with the District.
- 2) Receives approval for course work from the Administration, prior to the first class meeting as follows:
 - a) In the case of licensed employees, for coursework;
 - b) In the case of licensed employees in Lane V on the Salary Matrix, for workshops leading to CEUs.
- 3) Completes graduate course work at an accredited college or university or undergraduate work determined by the Superintendent to enhance the ability of an employee to perform their job.
- 4) Completes the course work with a grade of "B" or better or passing in a course that only offers a pass/fail grade.
- 5) Submits evidence of tuition cost, proof of payment and official transcript of credits earned (or grade report) to the Superintendent prior to the September 15 deadline.

The employee shall remain employed by the Board for the entire year following course completion. Should the employee leave after reimbursement has been issued and prior to the completion of their contract year, the Board shall be due the entire tuition reimbursement amount.

Appropriate documentation must be submitted to the Superintendent's office by September 15th of each year or the next business day on a day when the Board offices are closed. If documentation is not submitted on time, reimbursement may be given in the following year only.

The total funds available for the reimbursement pool shall be \$35,000 for each school year of this Agreement.

The total reimbursement dollars available for each school year shall be divided by the total tuition to determine maximum percentage of reimbursement as follows: first class – up to 100%; additional classes as balance allows. Maximum reimbursement may not exceed 100% of tuition paid.

Payments to employees will be approved by the Board at its October business meeting.

6.3 A. Salary Matrix

For each school year of this Agreement the salary matrix will be as displayed in Appendices A through D.

B. Steps

A teacher frozen on the last step of his/her Lane on the Salary Matrix or beyond the last step of their Lane shall not suffer a salary decrease.

2022-23, 2023-24, 2024-25, 2025-26

Employees in Lanes I and II who are unable to move vertically on the salary matrix will receive a 1.5% salary increase.

2022-23

Employees in Lanes III, IV, and V who are unable to move vertically on the salary matrix shall not receive less than a \$2,250 pay increase (inclusive of longevity).

2023-24

Employees in Lanes III, IV, and V who are unable to move vertically on the salary matrix shall not receive less than a \$2,750 pay increase (inclusive of longevity)

2024-25 and 2025-26

Employees in Lanes III, IV and V who are unable to move vertically on the salary matrix will receive a 1.0% salary increase.

C. Psychologists, Social Workers, Speech-Language Pathologists, Occupational Therapists, and Physical Therapists

The Board, in its discretion, may award experience credit on the salary schedule for such employee's internship(s).

Social Workers, Speech-Language Pathologists, and Physical Therapists currently in Lane III or IV of the salary schedule will be moved to Lane V for the 2022-23 school year.

Beginning with the 2022-23 school year, all new Psychologists, Social Workers, Speech-Language Pathologists, Occupational Therapists, and Physical Therapists will be placed on Lane V.

D. Longevity

Beginning with the 2022-23 school year, employees in Lanes III through V who are unable to progress vertically on the salary matrix will receive the following longevity on the salary matrix. For the first two (2) years an employee is no longer able to move on the salary matrix, there will be an increment of \$1,000 per year. For the third and fourth years an employee is no longer able to move on the salary matrix, there will be an increment of \$1,500 per year. Beginning with the fifth year an employee is no longer able to move on the salary matrix, that employee will receive an increment of \$2,000 per year. Longevity increments are non-cumulative.

6.4 Health Benefit Plan

All employees will be provided access to their plan booklet outlining their insurance benefits. The Association will be provided with a hardcopy of the plan booklet benefits by November 1st of each school year.

The NSSEO/NSSEA Insurance Committee will research and make recommendations for an additional reduced cost PPO 1 healthcare plan to be implemented in FY24. The new PPO Plan premiums must be at least 6% less than the current PPO plan.

The Board shall provide individual hospitalization/major medical insurance for each employee and the employee shall contribute the following monthly amounts for the plan and school year indicated below:

<u>School Year</u>	<u>HMO</u>	<u>PPO1</u>	<u>PPO2</u>
2022-23	\$69.48	N/A	\$75.85
2023-24	\$40	\$60	\$100
2024-25	\$40	\$70	\$150
2025-26	\$40	\$80	\$200

In addition, the Board shall provide dependent coverage at a monthly cost to the employee based on the percentage of the difference between individual and family coverage according to the percentage for the plan and school year indicated below:

<u>School Year</u>	<u>HMO</u>	<u>PPO 1</u>	<u>PPO 2</u>
2022-23	60%	N/A	60%
2023-24	50%	60%	60%
2024-25	50%	60%	65%
2025-26	50%	60%	65%

In addition, if the premium increase for a plan increases more than 6% for a given school year, the Board and the employee will split equally the increase exceeding 6%.

6.5 Dental Insurance

The Board shall provide individual dental insurance for each employee and the employee shall contribute the following amounts for the plan and school year indicated below. An employee may elect to participate in dependent coverage by paying the full cost of said coverage.

<u>School Year</u>	<u>HMO</u>	<u>PPO</u>
2022-23	\$10	\$15
2023-24	\$10	\$15
2024-25	\$10	\$15
2025-26	\$10	\$15

All employees will be provided access to their plan booklet outlining their insurance benefits. The Association will be provided with a hardcopy of the plan booklet benefits by November 1st of each school year.

6.6 Life Insurance

The Board shall provide term life insurance for each employee equal to that employee’s base salary, rounded to the nearest \$1,000. Employees will have the option to individually purchase additional insurance under the provisions of the carrier’s policy.

6.7 Sheltering of Retirement and/or THIS Contributions

From the amount of salary and extra duty compensation paid to an employee, the Board shall deduct and pay the employee’s required contributions to the Illinois Teachers’ Retirement System (TRS) and Teachers’ Health Insurance Security (THIS) Fund for employees holding a position for which licensure is required, and to the Illinois Municipal Retirement Fund (IMRF) for employees subject to IMRF.

6.8 Long Term Disability Insurance

The Board will provide a disability insurance program for each employee. The plan will be coordinated with Teachers' Retirement System/Illinois Municipal Retirement Fund equal to a total of 70% of an employee's salary. Benefits begin after a waiting period of one hundred and eighty (180) days.

6.9 Retirement Benefits

A. General Eligibility Requirements

1. The employee must meet the retirement requirements of TRS or IMRF, as applicable to that individual. At the time of submission of a statement of intent to retire, the employee shall provide the Superintendent with verification of all creditable service, including any service recognition to be purchased.
2. The employee must complete a minimum twenty (20) years of full-time equivalent service in the employment of NSSEO by the effective date of retirement.
3. The employee must file for participation in a retirement program of TRS or IMRF and retire under one of these systems.

B. Statement of Intent to Retire

1. General Provisions

An employee wishing to retire and to participate in any Board Retirement Benefit shall submit a written statement of intent to retire to the Superintendent. The statement must indicate when the retirement will take effect. The effective date of retirement shall be no later than June 30, 2026 (i.e., by the end of the four year contract), and all retirement benefits shall expire on said date. Except as may be provided in Section B.4, the statement of intent to retire shall constitute an irrevocable resignation from NSSEO employment on the proposed retirement date.

2. Filing Deadline

The statement of intent to retire shall be submitted to the Superintendent by December 1st of the school year benefits are to begin.

The Board, at its discretion, may waive the filing deadline due to extenuating circumstances. Such action shall not be deemed precedential.

3. Duration of Statement of Intent

An employee may file a statement of intent to resign and retire up to three (3) years in advance, but no later than June 30, 2026 (i.e., by the end of the four-year contract).

C. Modification of Statement of Intent

As soon as practicable, but in no case later than December 1st of the school year of retirement, an employee may submit a written request to withdraw a statement of intent to retire and resignation for at least one of the following specific reasons:

- a. Diagnosis of serious illness of the prospective retiree;
- b. Diagnosis of serious illness, total disability, or death of the prospective retiree's spouse;
- c. Serious illness of a medically and financially dependent member of the prospective retiree's immediate family as defined in Article VII, Section 7.4 "Sick Leave" of this contract (105 ILCS 5/24-6);
- d. Legal action for the dissolution of the prospective retiree's marriage or for legal separation filed in court before the date of retirement specified in the employee's request for retirement incentive.

The Board, at its discretion, may accept or deny the request to withdraw the statement of intent to retire and the resignation. If the Board denies the employee's request, the employee will be notified in writing within five (5) days of the Board's decision. The employee may then request an opportunity to address the Board in closed session regarding the denial. If the employee's request remains denied, the employee will be notified in writing within five (5) days of the Board's decision. The Board's acceptance or denial of such request shall not be reviewable under the grievance procedure and shall be deemed nonprecedential in effect.

In the event that the Board grants an employee's request to rescind the statement of intent to retire, and the resignation, all benefits received by the employee under this retirement program (i.e. to the extent that salary increases exceed the increases that the employee would have otherwise received) must be reimbursed to the Board prior to the expiration of this collective bargaining agreement, or as otherwise mutually agreed between the employee, the Board, and NSSEA. Such reimbursement will be through payroll deduction, unless otherwise mutually agreed. The employee will be returned to the salary matrix placement consistent with the employee's education and experience at the time the notice is withdrawn.

D. Retirement Benefits

Retirement benefits expire at the end of the contract and all employees receiving a retirement benefit must retire by June 30, 2026, (i.e., by the end of the four-year contract), and all retirement benefits expire on said date. As a condition of

participation in and receipt of any retirement benefits below, an employee must not have received an increase in TRS creditable earnings in excess of six percent (6%) in any year used to calculate their retirement pension.

In exchange for filing a statement of intent to resign and retire at the end of a school year but no later than June 30, 2026 (i.e., by the end of the four-year contract), the Board shall provide a five percent (5%) increase in over the previous year's TRS creditable earnings for each year of the post-notice, pre-retirement period for up to three (3) school years. The base salary year used to compute the first five percent (5%) increase shall be the school year prior to when the statement is submitted, provided that if an employee submits their statement of intent to retire by December 1, 2022, in order to receive their first five percent (5%) increase in the 2022-2023 school year, 2021-2022 shall be the base salary year.

An employee who receives a stipend for extra duty must continue to earn the stipend in order for their TRS creditable earnings increases to include a five percent (5%) increase in the stipend. If the employee no longer earns the stipend, the increase will be calculated on the employee's prior year's earnings, less the stipend.

E. Pension Reform

In the event that there are any changes in Illinois law which increase the financial obligation of the Board to implement the foregoing retirement benefit, including but not limited to a cost-shift of pensions to local school districts, the Board and the NSSEA shall reopen negotiations regarding the retirement benefit and modify the retirement benefit to avoid the increase in cost to the Board.

Pending the conclusion of such negotiations, the Board shall not be obligated to implement a retirement benefit for which Board costs have increased due to changes in Illinois law. The Board and the NSSEA may agree to postpone the negotiations if litigation is filed which challenges the relevant change(s) in Illinois law that increase the cost to the Board. However, if the parties negotiate an alternative benefit and a court decision later declares that the change in Illinois law is invalid, the original benefit shall be reinstated for the remainder of this Agreement, and the alternative negotiated benefit rescinded, as best as practicable and in a manner that is cost-neutral to the Board. (i.e., "cost-neutral" means that the Board's aggregate cost to implement a negotiated alternative benefit and the return to the original benefit will not exceed the cost of the original benefit).

6.10 Extra Duty Compensation

Extra duty compensation is available when the duties occur beyond the regular workday, and when the duties are beyond those of the regular job assignment.

Compensation will be at an hourly rate equal to base salary (Lane I, Step 0).

In order to receive compensation, the employee will submit a log of duties quarterly. Payment will be made after review of the log shows that the duties were beyond the regular workday and beyond those of the regular job assignment.

Extra duty compensation opportunities will be posted before they are assigned, in order for employees to express interest.

Beginning with the 2014-15 school year, the extra duty hourly rate equal to base salary (Lane 1, Step 0) will be used to compensate employees for student participation in co-curricular or any other activities requiring an interpreter.

6.11 Compensation for Curriculum Development

In the event the Board approves additional compensation for curriculum development or other projects, notice will be given to all employees in NSSEO in a timely fashion so as to allow for application to be made.

6.12 Pay

Beginning August 30, 2016, the payroll dates for Licensed employees will be on the 15th and 30th of each month.

6.13 Stipends

The NSSEO Administration reserves the right to pay added amounts for additional duties assigned to staff. Stipend opportunities will be posted to employees of the bargaining unit before they are assigned, in order for employees to express interest. Stipend amounts shall be subject to bargaining with NSSEA.

Employees with a current School Bus Driver Permit will receive a \$400 stipend annually. Individuals licensed to drive the yellow lift bus will receive a \$500 stipend annually.

All nurses designated as a 'school nurse' will receive a \$4,000 annual stipend.

Stipends are not subject to salary increases and will be included in the licensed staff members salary.

ARTICLE VII **Leaves**

7.1 Family Medical Leave

A. Definitions

As used in this section:

“Eligible employee” means a member of the bargaining unit who has been employed with the Board for at least one (1) school year and has at least 1,000 hours of service with the Board during the previous twelve (12) months.

The term “equivalent position” shall mean any position for which an eligible employee is legally qualified to work with compensation and benefits equal to the compensation and benefits received by an eligible employee prior to being granted a leave under this Section.

Other terms shall be as defined in the Family and Medical Leave Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. Leave

Eligible employees shall be granted a total of 12 workweeks of unpaid leave during any twelve-month period for one or more of the following reasons:

1. the birth of a child and to care for the newborn child;
2. the adoption of a child or the placement of a foster child;
3. to care for a spouse, child, parent, etc. who has a serious health condition;
or
4. a serious health condition that makes the employee unable to perform the functions of their job; or
5. because of any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a child or parent of the employee is on active duty) in the Armed Forces in support of a contingency operation.
6. Military Caregiver Leave for a spouse, son, daughter child, parent, or next of kin to care for a covered service member with a serious injury or illness

C. Use of Accrued Sick Leave or Paid Personal Business Leave

Eligible employees requesting FMLA above may elect to use accrued paid personal business or sick leave as otherwise permitted by this Agreement under B. 1 and B. 2. The Administration may require the employee to utilize sick leave under B. 3, B.4, B. 5 and B. 6 above.

D. Continuation of Health Insurance

The employee will be required to make the same premium contribution as if not on leave; the Board's contribution will likewise continue unaltered. A payment schedule shall be arranged with the Human Resources Assistant Superintendent.

E. Notification

An eligible employee shall give Administration at least thirty (30) days advance notice before the date the leave is to begin by completing the form provided by the Human Resources Department. If thirty (30) calendar days advance notice is not practicable due to unforeseeable circumstances, the employee's intention to take leave must be given to the Human Resources Department as soon as the leave becomes known to the employee.

F. Medical Certification

Should an eligible employee request family and medical leave, the employee shall provide a written certification from a certified health care provider of the reasons for the employee's request for family and medical leave.

G. Parental Leave

Any non-probationary employee shall be entitled to an unpaid parental leave of up to two (2) full semesters, plus the remainder of the semester in which the leave commences, as a result of the birth or adoption of a child. An employee desiring parental leave must notify the Superintendent/designee at least ninety (90) days prior to the intended commencement of the leave. Parental leave is intended for use immediately after birth or adoption.

The right of the employee to specify the beginning date of their parental leave is subject to their ability and fitness to adequately and completely discharge their professional duties and responsibilities until the date of the beginning of the leave.

An employee may return from a parental leave only at the beginning of a semester unless otherwise specifically agreed by the administration. Notice of intention to return from leave at the start of any semester must be given by February 1 of the school year preceding the school year in which return is to be made.

A semester shall be defined as the time period from the first working day of the school year through the last day before winter recess, and from the first working day after winter recess through the last working day of the school year.

Sick bank may not be used in conjunction with parental leave of absence except in cases of physician verified disability prior to delivery. The Association

reserves the right to require a diagnosis specifying the disabling condition from the attending physician.

Parental leave is granted on the condition that the employee taking such leave will not utilize the leave period to engage in alternate employment which is in any way substantially equivalent in either income or career potential to the employee's teaching position in the district.

In the event of death of the child, the leave of absence may be terminated early upon the request of the employee. This early return from parental leave shall be to the next available position for which the Superintendent determines the employee to be qualified.

Seniority shall not be accrued during leave. Reinstatement at the end of leave shall be to a position for which the employee is qualified as determined by the Superintendent.

7.2 Bereavement Leave

Each employee shall be given up to three (3) days per occurrence for death in the immediate family without loss of pay. The immediate family for purposes of this section shall include: parents, spouse, siblings, children, grandparents, grandchildren, parents-in-law, siblings-in-law, legal guardians. Any necessary absence in excess of three (3) days will be charged to sick leave. In unusual circumstances, requests may be made to the Superintendent/designee, who may at their discretion, grant the use of bereavement days for the death of person(s) other than those included in the definition of immediate family.

7.3 Personal Business Leave

Each employee may use up to two (2) days annually without loss of pay and not deducted from allowable sick leave, to conduct personal business.

Personal business involves situations with importance or urgency which cannot be reasonably controlled and where these important matters cannot be attended to at times other than during work hours. Personal business days are not to be used for recreational purposes or to extend vacation periods. Personal business days can be used as sick leave.

Leave for personal business will be granted upon certification by the employee that use conforms to the intent stated above. The employee's supervisor shall determine whether the employee is eligible for personal business leave. However, the Superintendent reserves the right to make the final decision in all cases as to the approval or disapproval of such absence. If the Superintendent disapproves the personal business leave, the Superintendent shall notify the employee within two (2) work days of the decision.

Except for cases of emergency, personal business leave should not be requested during the first five days or last five days of school, or on the day before or after

vacation or holiday. As with all leave days for personal business, the approval of the program supervisor and the Superintendent is required prior to the leave being taken.

In the event of a necessary absence when no personal business days are available, an employee may use up to two (2) days from allowable sick leave to cover the absence. In the event of an emergency or other atypical situation when no personal business days are available, a staff member may make a request for a day without pay. The Superintendent reserves the right to make the final decision in all cases as to the approval or disapproval of such absence. The granting of days without pay is a separate matter for each employee and is based upon individual facts in each case. The fact that a day without pay is granted to one employee shall not be precedent for the granting of such days to another.

A request for personal business leave is to be submitted to the program supervisor on a Request for Absence form at least one week prior to the date of the leave. In cases of emergency where prior notice is impossible, the absence should be reported to the program, and the Request for Absence form should be submitted as soon as possible.

For employees who begin or end their services during the school year, personal business leave days shall be prorated. At the end of each school year, each unused personal business leave day will be accumulated as one (1) sick day.

7.4 Sick Leave

All non-probationary employees are authorized up to fifteen (15) days of paid sick leave per year. Probationary employees are authorized ten (10) days of paid sick leave with two (2) days immediately being contributed to the Sick Leave Bank per Article VII Section 7.5. Unused sick leave of up to three hundred and forty (340) days may be carried forward to the next school year.

Sick leave shall be interpreted to mean personal illness, quarantine at home or illness in the immediate family or household or as otherwise provided by the *Illinois School Code*. Immediate family shall be interpreted as siblings, children, parents, spouse, grandparents, grandchildren, parents-in-law, siblings-in-law, and legal guardians. In unusual circumstances, requests may be made to the Superintendent/designee, who may at their discretion, grant the use of sick leave days for the illness of person(s) other than those included in the definition of immediate family.

7.5 Sick Leave Bank

- A.** The Board, in cooperation with the Association, shall establish a Sick Leave Bank. The Association shall develop and publish guidelines for the administration of the Bank and administer the Bank.
- B.** Each new employee shall contribute two (2) days of their sick leave to the Bank upon their signing a contract of employment with the district.

The Association will determine when participants in the Bank must contribute additional days.

- C. At the time of retirement, as may be permitted by the Illinois Teachers' Retirement System/Illinois Municipal Retirement System, a bargaining unit member may request to withdraw from the Bank the number of days equal to the number of days deposited and unused by the member so long as the withdrawal does not generate any additional payment for the Board to TRS or IMRF. For example, an employee hired in 1971 and retiring in 2000 has contributed a total of four (4) days to the Bank, has not used any days from the bank, and would be eligible to draw up to four (4) days.

7.6 Association Leave

The NSSEA Association will be credited with twenty (20) days annually for attending Association conferences or performing Association business. The Association shall reimburse the Board at the current substitute rate for each leave day or partial day taken if a substitute is hired. At least five (5) days notice must be given in advance of taking any such leave days unless waived by the discretion of the Superintendent. No employee may use more than ten (10) days during a school year, except the Association President. No more than three (3) employees from the same program may use Association Leave on the same day unless the day is necessary for an employee to attend an Illinois Education Association meeting as an elected or appointed representative unless waived by the discretion of the Superintendent.

7.7 Jury Duty

The Board shall pay regular salary to employees called to serve on a jury. The employee will reimburse the Board any pay for jury duty less any expenses incurred in performance of such duty, excluding meal expenses.

7.8 Judicial Hearing Leave

Any employee who is subpoenaed to appear before legal and quasi-legal review panels as a witness in a proceeding in which he/she is not involved as a principal will be provided leave and will receive no pay deduction.

7.9 Unpaid Leave of Absence

A non-probationary employee may request an unpaid leave of absence for a specific period of time not to exceed one (1) school year without pay. Such requests shall be made in writing to the Superintendent by February 1st of the school year prior to the school year for which the leave is requested. Leaves under this provision may be requested for the following purposes:

- A. Working in an educational institution outside of NSSEO
- B. Study related to his/her professional responsibilities at an accredited college or university
- C. Leave for professional improvement or

D. Other leave as agreed to by NSSEO and the employee

The granting of any leave pursuant to this section shall be wholly discretionary with the Board.

The leave originally granted for one (1) school year may be considered for extension for a second school year by the Board. Conditional approvals may be requested. Approval of conditional requests shall be at the discretion of the Board. An employee's request for cancellation of a conditional leave will not be granted when reduction in force of non-probationary employees would result. Conditional approvals shall be effective until the end of the school year prior to the school year for which the leave is requested.

An employee may return from a leave of absence only at the beginning of a semester unless otherwise specifically agreed by the administration at the time the leave is requested.

A semester shall be defined as the time periods from the first working day of the school year through the last day before winter recess, and from the first working day after winter recess through the last working day of the school year.

Seniority shall not be accrued during leave. Reinstatement at the end of leave shall be to a position for which the employee is qualified as determined by the Superintendent.

7.10 Job Sharing

A non-probationary employee may have the option to share a position with another staff member in up to two (2) year increments, with the following provisions:

- A.** It is the responsibility of those interested in job sharing to find a partner and establish the work schedule, which will be 50-50;
- B.** Each job sharer would receive fifty (50%) percent of normal full-time salary;
- C.** Each job sharer would receive one-half (1/2) the number of leave days given to a full-time employee;
- D.** If the job sharing partner cannot complete the required time commitment, the shared position reverts back to a full time position;
- E.** Shared positions are subject to approval by the program administrator and Superintendent/designee, who have the right to limit the number of shared positions in a given program;
- F.** Earned seniority would remain in place with the seniority date moved ahead by the number of staff attendance days missed;

- G. Each job sharer will earn one year's credit for vertical movement on the salary matrix for two years of job sharing;
- H. A job sharing team may reapply for additional two year terms at the end of each two years.
- I. Each job sharer will continue to be eligible for all insurance coverage, providing the job sharer assumes fifty (50%) percent of board cost for such coverage.
- J. Employees should present a written proposal for job sharing to the program supervisor. The proposal shall include, but not be limited to, teaching responsibilities, substitute procedures, schedule of work hours and/or days, and attendance at staff meetings, district meetings, parent conferences, and field trips.

Those not currently employed by NSSEO may be considered for job sharing partner positions, subject to program administrator and Superintendent/designee approval. At least one job sharing partner must be an NSSEO employee.

7.11 Benefits to Employees on Leave of Absence

Employees on leaves of absence pursuant to Section 7.1G and 7.9 of this Article may continue their group medical, dental, and life insurance package upon payment to the Board at the full cost of said benefit.

An employee on unpaid leave will not receive credit for vertical movement on the salary matrix or continue to accrue any other benefits for time spent on leave but will retain any unused accumulated sick leave for use upon return from leave.

ARTICLE VIII
Reduction in Force; Layoff, Recall and Placement

- 8.1 A.** All non-probationary employee reductions shall be carried out in accordance with the *Illinois School Code* and this Agreement. In the event that the *Illinois School Code* and this Agreement conflict, the *Illinois School Code* shall be controlling.

For tenured and non-probationary licensed employees, length of continuing service shall be determined by seniority date. Date of seniority is the first day of work in a full-time, licensed position.

Employees on Board-approved unpaid leave of absence shall not lose earned seniority, but shall not gain seniority for the time on leave. The seniority date is moved ahead by a number of employee attendance days equal to the number of employee attendance days missed while on leave.

In the cases of insufficient records, September 1st is used as the first day of work.

Employees whose employment has been terminated, and who are re-employed at a later date shall receive credit only from their most recent date of employment.

The use of sick leave (paid or unpaid), Sick Leave Bank or other paid leaves is not to be interpreted as a break in service in regards to seniority computation.

In the event of equal seniority, the following (listed in the order of priority) shall be used as tiebreakers if needed:

1. Highest salary placement on NSSEO salary matrix;
2. Highest degree held as recognized by NSSEO salary matrix;
3. Highest number of licenses/approvals held, as recognized on NSSEO seniority listing;
4. Drawing lots.

- B.** Certified employees laid off or dismissed under this Article will be recalled as provided by law unless otherwise agreed by the joint committee convened as required by Public Act 97-0008.

Licensed employees laid off or dismissed under this Article will be recalled as provided by law.

It is the employee's responsibility to keep the Board updated on current address and contact information.

An employee's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter, sent by certified mail to the employee's last address on file with the Board, recalling such employee, will result in termination of the employee's rights to recall hereunder. If undeliverable to this address, the

employee's rights of recall will terminate fifteen (15) days after return of the undeliverable Board letter.

If a tenured teacher or non-probationary licensed employee who has been honorably dismissed returns to service during the next calendar year, the employee will not suffer loss of tenure, if applicable, or salary step.

- C. The probationary period for licensed employees covered by this Agreement shall be the same as provided for licensed personnel under the *Illinois School Code*.

8.2 Job Rights in Member Districts

Illinois Public Act 85-760 (SB 696), which amends Section 24-11 of the *Illinois School Code*, provides guidance as to the nature and extent of joint agreement licensed staff members' tenure rights. Licensed staff employed by NSSEO prior to September 23, 1987, have tenure in each of the member districts, and in certain previous member districts as provided in withdrawal agreements. Tenure in the member districts is all the regular benefits of tenure, including those provided by Section 24-12 of the *Illinois School Code*. In the event that NSSEO is closed altogether and ceases to exist as a joint agreement, tenured staff hired on or after September 23, 1987, also have limited rights to tenure in member districts per Illinois statute.

ARTICLE IX **Committees**

9.1 Association/Superintendent Committee

The Administration and Association may meet monthly to present and/or discuss relevant topics of interest to the membership and address areas of mutual concern as needed at a mutually agreed upon time. The agenda would be posted in advance reflective of a collaborative planning process.

9.2 Association/Board Committee

A joint committee, consisting of Board and Association members, may meet on an as needed basis to discuss items specific to the bargaining agreement and make recommendations to the Board and Administration on items of mutual interest.

9.3 Insurance Committee

A. Responsibilities

The responsibilities of the Joint Insurance Committee shall include, but not be limited to, the following: monitoring/containing costs, recommending carriers, assessing delivery of services by carriers, researching industry-wide trends, and providing educational programs for insurance participants. The Insurance Committee may make recommendations regarding insurance cost containment measures, improvements in benefits, and plan redesign. Such recommendations shall be subject to negotiations by the NSSEA and the Board.

B. Composition

The Joint Insurance Committee shall be composed of eight (8) members, four (4) appointed by the Board and four (4) appointed by the NSSEA.

C. Meetings

The Insurance Committee shall meet at least annually, preferably prior to open enrollment. Additional meetings will be scheduled on an as needed basis. The committee shall select a chairperson who will be responsible for publishing an agenda. The committee shall select a member to take and publish minutes. Resource people may be invited.

9.4 Calendar Committee

A committee comprised of two (2) representatives of Administration, two (2) representatives of the NSSEA-Licensed, and two (2) representatives of the NSSEA-ESP will meet to develop a recommendation to the Board for a school calendar for the next school term.

9.5 **Safety Committee**

A. **Responsibilities**

The responsibilities of the Safety Committee shall include, but not be limited to consideration and assessment of the following: work safety conditions; equipment; employee training; safety procedures; and facilities as they relate to workplace safety issues. The Safety Committee may make recommendations to the Superintendent regarding improvements in work safety.

B. **Composition**

The Safety Committee shall include a wide-range of members from across the cooperative and not less than four (4) appointed by the Board and four (4) appointed by the NSSEA.

C. **Meetings**

The Safety Committee shall meet on an as needed basis. The committee shall select a chairperson who will be responsible for publishing an agenda. The committee shall select a member to take and publish minutes.

D. **Meeting Attendance**

The Safety Committee may invite outside resources with expertise in workplace safety.

9.6 **Professional Development Committee**

Program-based planning committee composed of at least one (1) building or program administrator appointed by the Board, one (1) Licensed staff member and one (1) ESP staff member appointed by the Association will be formed after the approval of the NSSEO calendar for the next school year. These Committees will make recommendations to the Administration and Association using the approved calendar for-staff-directed professional activities by no later than May 15th each year. Staff-directed professional activities will be focused on improving outcomes for students. Activities such as the review/development of students' IEPs, curriculum planning, data-analysis, technology training, curricula/team/department meetings, etc. shall be considered based on the annual Needs Assessment results.

NSSEO employees housed entirely in one (1) of the member districts will be provided opportunity to give input into professional development activities based on the housing districts' school calendar and availability of professional development days. Committees will be composed of at least one (1) program administrator, one (1) Licensed and one ESP staff member appointed by the Association.

ARTICLE X
Vacancies, Promotions and Transfers

10.1 Vacancies and Promotions – Posting

The Superintendent of NSSEO shall have posted in all school buildings a notice of all vacancies covered by this contract, and promotional positions, as they occur. Such notice shall be accompanied by a statement of the minimum qualifications and salary range. Every attempt will be made to post all vacancies for licensed and other positions for at least ten (10) employee working days.

10.2 Voluntary Transfer

Any non-probationary employee or any employee eligible for continuing contractual status in the coming school term may apply for transfer to another building or to another position for which the employee is properly licensed.

Such application shall be in writing to the Superintendent/designee. A denial of a transfer to a vacancy existing at the time of such a request shall be in writing.

10.3 Involuntary Transfer

Any transfer which is not acceptable to the employee involved shall be considered an involuntary transfer and subject to the following provisions:

- A.** Upon their written request, any employee affected by an involuntary transfer shall be released from their contract without penalty for up to thirty (30) workdays following implementation of the transfer.
- B.** Except in an emergency or other atypical situation, written notice of proposed involuntary transfers shall be given to the employees involved no less than thirty (30) days prior to transfer.
- C.** An employee may request a meeting with the Superintendent/designee, at which time the employee shall be notified of the reasons for the transfer. A representative of the Association shall be present if requested by the employee.
- D.** An employee who is involuntarily transferred to a different program or exceptionality shall have access to the following:
 - 1 five days of released time to view the student population with whom the employee may be assigned to work in the new exceptionality or program or;
 - 2. five days of non-contractual time when the receiving administrator is present to prepare for the new exceptionality or program; or
 - 3. five days of a combination of a & b above.

Non-contractual time shall be reimbursable to the employee at the prevailing substitute rate. The employee should confer with the receiving program administrator to schedule these times. The arrangements should be made by the employee through the Human Resources Office.

Upon request, an involuntarily transferred employee shall have the option to request a mentor for the same location, who is familiar with the duties and responsibilities of the position.

ARTICLE XI **Grievance Procedure**

11.1 Definition

Any claim by the Association or an employee that there has been an alleged violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.

11.2 Grievance Procedure

- A. First Step - An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and their program administrator.
- B. Second Step - If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the program administrator, and, at a mutually agreeable time, discuss the matter with the program administrator. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged to be misrepresented, violated or misapplied, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The program administrator shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) school days after receipt of the grievance.
- C. Third Step - In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) school days of the program administrator's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or their designee shall meet to discuss the grievance. The Superintendent/designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee and the program administrator.
- D. Fourth Step - If the grievance is not resolved satisfactorily at step three, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the Superintendent within thirty (30) days from receipt of the Step Three answer, to enter into such arbitration; the arbitrator to be selected by the two parties within seven (7) days after said 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 (1) shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding.

Expenses for the arbitrator's services shall be borne equally by the Board and the Association.

The arbitrator, in their opinion, shall not amend, modify, nullify, ignore and add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to them in writing by NSSEO and the Association, and their decision must be based solely and only upon their interpretation of the meaning or application of the express relevant language of the Agreement.

11.3 Association Participation - Employee Represented

- A.** The Board acknowledges the right of the Association's grievance representative to participate in the processing of a written grievance at any level, if requested by the grieving employee, and no employee shall be required to discuss any written grievance if the Association's representative is not present.
- B.** Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- C.** Failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an 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.
- D.** It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the other employees.
- E.** Class grievances involving one (1) or more employees or one (1) or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step Two.

ARTICLE XII **Negotiation Procedure**

12.1 Representatives and Timelines

The parties agree that their duly designated representatives shall negotiate in good faith with respect to salaries and terms and conditions of employment. Each party shall select its own representatives. Negotiations shall begin at a mutually agreeable time.

12.2 Negotiations Procedures

Before February 15th of the final year of the contract, the President of NSSEA or the Superintendent/designee will call a meeting to initiate negotiations.

It is the intent of both parties to agree to any language changes within thirty (30) days of the initial meeting.

In the best interest of both parties, any negotiations regarding any cost issues will take place after NSSEO has accurate accountings of the staff for the ensuing school year. This is to establish the most beneficial distribution of monies/benefits available to employees.

12.3 Declaration of Impasse / Request for Mediation

If agreement is not reached after a reasonable period of negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator.

12.4 Mediation

When an impasse has been declared, the Federal Mediation and Conciliation Services shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and affect a mutually acceptable agreement, provided that the mediator shall not, without consent of both parties, recommend terms of settlement or make findings of fact.

ARTICLE XIII
Effect of Agreement

13.1 Complete Understanding

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

13.2 Individual Contracts

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

13.3 Savings Clause

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

13.4 Term of Agreement

This Agreement shall be effective the first day of the work year in August, 2022 and shall remain in effect until the last day of the work year in the 2025-2026 school year.

This Agreement is signed this 28th day of June, 2022.

In witness thereof:

For the Northwest Suburban Special
Education Association

For the Northwest Suburban Special
Education Organization Governing
Board

President

President

Secretary

Secretary

APPENDICES A, B, C, & D

Salary Matrices

MEMORANDUM OF UNDERSTANDING

RE: Licensed Staff Member Loss of Duty-Free Lunch

This Memorandum of Understanding ("MOU") is entered into by the Northwest Suburban Special Education Association ("the Association" or "NSSEA") and the Governing Board of the Northwest Suburban Special Education Organization ("NSSEO") regarding a licensed staff member's loss of duty-free lunch.

Recitals

WHEREAS, licensed staff duties sometime interfere with an employee's scheduled lunch; and

WHEREAS, NSSEO and the Association have met and discussed a process for a licensed staff member ("LSM") and Program Administrations to determine an accommodation for an employee who misses a duty-free lunch, and wish to state their understandings regarding such process.

NOW, THEREFORE, it is agreed by NSSEO and the Association as follows:


1. A LSM whose ongoing duties necessitates missing his/her scheduled duty-free lunch will immediately initiate problem solving with the Program Administration to recoup the lost lunch or find additional extra break/duty free coverage time. By "immediately", it is intended that such problem solving will occur by the end of the lost lunch period but in no event later than the end of the day of the missed lunch period. The LSM and the Program Administration have 24 hours to determine when to recoup the lost lunch within the next 10 school days.

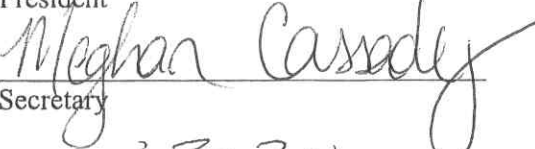
2. If the LSM and the Program Administrator or designee cannot reach agreement to recoup the lost lunch within 24 hours, the LSM shall be reimbursed at an hourly rate equal to base salary (Lane 1, Step 0), prorated to the tenth of the hour.

3. A LSM who has missed a duty-free lunch before the date of this MOU may be reimbursed for a missed lunch only if s/he has previously documented the loss of a lunch with the Program Administrator.

4. Neither bargaining unit employees nor the Association shall present or raise, for any reason, this MOU in a subsequent grievance or arbitration proceeding regarding the interpretation, application or implementation of the Collective Bargaining Agreement ("CBA") excepting a matter directly relating to an alleged violation of the provisions of this MOU. The terms and provisions of this MOU shall not be deemed a violation or misapplication of the terms of the CBA. This MOU shall not be deemed precedential in effect.


NSSEA, IEA-NEA




President


Secretary
Date: 3-3-20

Governing Board of NSSEO



President


Secretary
Date: 3-4-2020

NSSEO Licensed Salary Matrix 2022-2023					
STEP	LANE I B.A.	LANE II B.A.+15	LANE III B.A.+36 M.A.	LANE IV M.A.+15	LANE V M.A.+30
0	45,875	47,057	50,443	52,983	55,550
1	47,022	48,469	51,956	54,573	57,189
2	47,648	49,115	52,650	55,305	57,956
3	48,783	50,159	53,791	56,460	59,148
4	49,946	51,226	54,870	57,641	60,365
5	51,139	52,317	56,017	58,848	61,607
6	52,361	53,432	57,188	60,081	62,877
7	53,614	54,709	58,531	61,495	64,336
8	54,897	56,285	60,221	63,273	66,167
9	56,215	57,905	61,960	65,103	68,054
10		59,574	63,753	66,989	69,996
11		61,294	65,598	68,931	71,994
12			67,498	70,931	74,051
13			69,455	72,991	76,170
14			71,472	75,113	78,349
15			73,547	77,299	80,594
16			75,686	79,552	82,908
17			77,890	81,869	85,285
18			80,158	84,258	87,734
19			82,496	86,718	90,259
20			84,904	89,255	92,856
21			87,383	91,864	95,527
22			89,936	94,552	98,278
23			92,569	97,323	101,113
24			95,278	100,176	104,029
25			98,069	103,113	107,031

Lane V Positions include all: Psych, SW, SLP, OT, PT & Audiologists

Salary Matrix reflects a \$2,250 pay increase

Employees in Lanes I and II, who are unable to move vertically on the salary matrix will receive a 1.5% salary increase

No C/L Employee in Lanes III, IV, and V who are unable to move vertically on the salary matrix shall not receive less than a \$2,250 pay increase (inclusive of longevity).

NSSEO Licensed Salary Matrix 2023-2024					
STEP	LANE I B.A.	LANE II B.A.+15	LANE III B.A.+36 M.A.	LANE IV M.A.+15	LANE V M.A.+30
0	47,439	48,357	51,643	54,110	56,630
1	48,625	49,807	53,193	55,733	58,300
2	49,772	51,219	54,706	57,323	59,939
3	50,398	51,865	55,400	58,055	60,706
4	51,533	52,909	56,541	59,210	61,898
5	52,696	53,976	57,620	60,391	63,115
6	53,889	55,067	58,767	61,598	64,357
7	55,111	56,182	59,938	62,831	65,627
8	56,364	57,459	61,281	64,245	67,086
9	57,647	59,035	62,971	66,023	68,917
10		60,655	64,710	67,853	70,804
11		62,324	66,503	69,739	72,746
12			68,348	71,681	74,744
13			70,248	73,681	76,801
14			72,205	75,741	78,920
15			74,222	77,863	81,099
16			76,297	80,049	83,344
17			78,436	82,302	85,658
18			80,640	84,619	88,035
19			82,908	87,008	90,484
20			85,246	89,468	93,009
21			87,654	92,005	95,606
22			90,133	94,614	98,277
23			92,686	97,302	101,028
24			95,319	100,073	103,863
25			98,028	102,926	106,779

Lane V Positions include all: Psych, SW, SLP, OT, PT & Audiologists

Salary Matrix reflects a \$2,750 pay increase

Employees in Lanes I and II, who are unable to move vertically on the salary matrix will receive a 1.5% salary increase

No C/L Employee in Lanes III, IV, and V who are unable to move vertically on the salary matrix shall not receive less than a \$2,750 pay increase (inclusive of longevity).

NSSEO Licensed Salary Matrix 2024-2025					
STEP	LANE I B.A.	LANE II B.A.+15	LANE III B.A.+36 M.A.	LANE IV M.A.+15	LANE V M.A.+30
0	48,133	48,826	52,145	54,636	57,207
1	49,337	50,291	53,709	56,275	58,895
2	50,570	51,800	55,320	57,963	60,632
3	51,763	53,268	56,894	59,616	62,337
4	52,414	53,940	57,616	60,377	63,134
5	53,594	55,025	58,803	61,578	64,374
6	54,804	56,135	59,925	62,807	65,640
7	56,045	57,270	61,118	64,062	66,931
8	57,315	58,429	62,336	65,344	68,252
9	58,619	59,757	63,732	66,815	69,769
10		61,396	65,490	68,664	71,674
11		63,081	67,298	70,567	73,636
12			69,163	72,529	75,656
13			71,082	74,548	77,734
14			73,058	76,628	79,873
15			75,093	78,771	82,077
16			77,191	80,978	84,343
17			79,349	83,251	86,678
18			81,573	85,594	89,084
19			83,866	88,004	91,556
20			86,224	90,488	94,103
21			88,656	93,047	96,729
22			91,160	95,685	99,430
23			93,738	98,399	102,208
24			96,393	101,194	105,069
25			99,132	104,076	108,018

Lane V Positions include all: Psych, SW, SLP, OT, PT & Audiologists

Salary Matrix reflects a 4% pay increase

Employees in Lanes I and II, who are unable to move vertically on the salary matrix will receive a 1.5% salary increase

Employees in Lanes III, IV and V, who are unable to move vertically on the salary matrix will receive a 1.0% salary increase.

NSSEO Licensed Salary Matrix 2025-2026					
STEP	LANE I B.A.	LANE II B.A.+15	LANE III B.A.+36 M.A.	LANE IV M.A.+15	LANE V M.A.+30
0	48,720	49,182	52,525	55,033	57,791
1	49,938	50,657	54,100	56,684	59,496
2	51,187	52,177	55,723	58,385	61,251
3	52,467	53,742	57,395	60,136	63,058
4	53,704	55,265	59,028	61,852	64,830
5	54,379	55,962	59,777	62,641	65,660
6	55,604	57,089	61,008	63,888	66,949
7	56,859	58,240	62,172	65,162	68,265
8	58,146	59,417	63,410	66,464	69,609
9	59,465	60,620	64,673	67,795	70,982
10		61,998	66,122	69,320	72,560
11		63,699	67,946	71,239	74,541
12			69,822	73,213	76,582
13			71,757	75,248	78,682
14			73,747	77,344	80,843
15			75,798	79,502	83,068
16			77,909	81,725	85,360
17			80,086	84,014	87,717
18			82,324	86,373	90,145
19			84,632	88,804	92,648
20			87,011	91,304	95,219
21			89,458	93,882	97,867
22			91,980	96,536	100,599
23			94,579	99,273	103,407
24			97,254	102,089	106,296
25			100,008	104,989	109,272

Lane V Positions include all: Psych, SW, SLP, OT, PT & Audiologists

Salary Matrix reflects a 3.75% pay increase

Employees in Lanes I and II, who are unable to move vertically on the salary matrix will receive a 1.5% salary increase

Employees in Lanes III, IV and V, who are unable to move vertically on the salary matrix will receive a 1.0% salary increase.