

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-ESP

Northwest Suburban Special Education Association - ESP

Illinois Education Association – National Education Association

2022-2026

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ARTICLE I **Recognition**

1.1 Negotiation Agent

The Governing Board of the Northwest Suburban Special Education Organization, 799 West Kensington Road, Mount Prospect, Illinois, hereinafter refers to as the "BOARD," recognizes the Northwest Suburban Special Education Association, affiliated with the 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 liaisons, 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 the Certification of Representative issued by the Illinois Educational Labor Relations Board on June 10, 1992. The Board and the Association agree the wages, hours, and terms and conditions of employment for members of the bargaining unit are contained in two Agreements. This Agreement shall cover all full-time aides/assistants, and all technology support technicians, technology liaisons, network administrators, database managers and audiology assistants.

The personnel covered by this Agreement are hereinafter referred to collectively for convenience as "Education Support Professionals (ESP)" and/or "employees."

When new positions are created in the unit, or when existing positions are reclassified within the unit, the duties and benefits will be negotiated with NSSEA-ESP and added to the existing contract.

1.2 Exclusive Negotiation

The Board agrees not to negotiate with any other organization purporting to represent ESP defined in 1.1 above as in the Association bargaining unit or with individual ESP within the bargaining unit with regard to negotiable items as defined in Article XIII, Section 1, unless otherwise provided for in the 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 ESP 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
ESP and Association Rights

2.1 Right to Representation

When any ESP is required to appear before the Board or an administrator for any discussion concerning the continuation of that ESP in their position of employment as such, or a discussion of a written disciplinary reprimand to be entered in the ESP's file, the ESP shall be given reasonable prior written notice of the reasons for such meeting. The ESP and the administration shall each be provided with written notice of the names of all parties to be present and the ESP shall be entitled to have a representative of the Association present to advise them and represent them during such meeting if the ESP so desires. This clause may not apply to conferences held between administrators and ESP pursuant to the normal, routine evaluation procedures of the district.

2.2 Personnel File

- A.** Each ESP shall have the right, upon request, to review the contents of said ESP's personnel file, and to place therein written reactions to any of its contents.
- B.** Timely notation under circumstances prevailing will be made in the ESP personnel file of any and all grounds which the Board may cite or rely upon when taking disciplinary or discharge action against any ESP.
- 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 ESP has the right to request a meeting to discuss the incident. The staff member who is the source of information may be invited to this meeting.

- E. In order to place a document in a personnel file, there must be a 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 program supervisor.

2.3 Right to Organize

Both the Board and the Association agree that they will continue not to discriminate against any ESP 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 ESP 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 1st 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 30th 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 1st.

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 the building principal. 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 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 educational support employees.

2.6 Complaints

ESP shall be verbally notified within ten (10) working days of any complaints directed against them; this notice shall include the source of the complaint. Complaints may not be placed in the ESP's personnel file located at NSSEO Administration Building, 799 W. Kensington Road, Mount Prospect, Illinois, without first giving the ESP a copy and an opportunity to place a written response to this material in said file, as well as an opportunity to request a meeting with the supervisor to discuss the complaint.

2.7 Provision for Board Information

The Board will make available to the Association president the following information at the Administration Building: Board agendas, Board minutes, annual budget, audit, up-to-date Board Policy Manual, disbursement list, and the names and assigned schools of all covered ESP upon Board approval of employment or termination. The Board shall provide the Association with a copy of approved Board minutes containing the names of employees granted a leave by the Board, or who have a change in employment status approved by the Board (e.g. hired, resigned, transferred). In addition, the Assistant Superintendent of Human Resources 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 in the district, which does not involve a criminal charge against the ESP, the Board and the Association shall provide reasonable assistance, legal and otherwise, as they deem appropriate and necessary. The ESP shall not suffer any loss of pay or benefits during the duration of the process.

2.9 Right to Privacy

- A. No ESP will be required by NSSEO to take a polygraph examination.
- B. Unless otherwise indicated, intra-NSSEO mail to an employee should be considered confidential and, as such, should be opened only by the addressee or, if deemed necessary, by an administrator.

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, 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) representatives of NSSEO, two (2) representatives of NSSEA, (one (1) licensed and one (1) ESP), and a jointly determined qualified medical representative will determine this eligibility. The vaccination or immunization shall be provided at no cost to the employees in the selected group. If quantities of the vaccination or immunization are sufficient, NSSEO will offer the inoculations at cost to remaining employees.

2.13 Administration of Medication

Under no circumstances shall non-administrative school ESP, except nurse assistants, be required to administer medication to students. NSSEO policy contains guidelines for self-administration of medication by students. All ESP have the right to refuse to administer medication in a non-emergency situation. ESP who voluntarily provide emergency assistance shall be eligible for protection and indemnification under Section 10-20.20 of the *Illinois School Code*.

Whenever the act of feeding simultaneously involves the administration of medication, the ESP shall be eligible for protection and indemnification under Section 10-20.20 of the *Illinois School Code*. No ESP shall be prohibited from providing emergency assistance to students.

ARTICLE III Working Conditions

3.1 School Calendar

- A. Unless otherwise required by law, the school calendar will contain no less than 176 student attendance days, nor more than 185 work days for ESP 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. In addition, new ESP shall be required to attend up to three (3) orientation days immediately prior to the school year. Compensation will be at the current hourly-rate.

If an ESP is required to attend an open house or parent-teacher conference, they will be paid at their hourly rate. If a building principal/administrator requires an ESP's attendance at an after school activity, they will be paid at their hourly rate.

- B. **Technology (12-month ESPs)** - The school calendar shall include no less than 260 workdays for twelve-month ESP 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.

C. Audiology Assistant - The school calendar shall include no less than 185 workdays for audiology assistants. Audiology assistants shall be paid for then (10) additional work days, five (5) at the beginning of the school year and five (5) at the end of the school year that may be used either the beginning or end of the school year. The audiology assistant calendar work days may be adjusted with approval from the Deaf/Hard of Hearing Program Coordinator.

3.2 Notification of Assignments

All ESPs shall typically 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 are proposed during the course of the school year, reasonable effort will be made to notify the ESP affected; consultation will be provided at the ESP's request within ten (10) days of the request. If reassignment results in a reduction in pay for a reassigned employee or if reassignment results in the displacement of another ESP from their current assignment to a lesser paying position, the provisions of Section 10.2 will apply. If reassignment arises from the elimination of a position, the provisions of Section 8.3 will apply. Reassignments are made at the discretion of NSSEO Administration to minimize disruption in the delivery of student services.

3.3 Substitutes

Every attempt will be made by the Human Resources Department to provide a substitute for absent ESP, as determined by the program supervisor. This does not imply a substitute will always be available.

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.

- D. 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, contact lenses, 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 will 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 ESP

NSSEO believes employees have a right to a safe workplace. In the event of an assault upon an employee, the first concern shall be the immediate medical needs of those involved. After medical needs have been met, the ESP, and any witnesses, shall file an Incident Report Form and a Student/Staff Injury Report, if applicable. The employee involved may file a formal police report; there shall be no reprisals for doing so.

3.7 ESP Housed in Member-District Buildings

NSSEO ESPs housed in feeder districts will follow the housing district's school calendar and workday and will be required to attend NSSEO and/or district professional development. ESP with workdays other than six and one half (6.5) hours or calendars with less than 185 staff workdays will have their pay adjusted to compensate for the difference. ESPs housed in districts working fewer days than the official NSSEO calendar will have the option of working additional days equal to the NSSEO paid calendar days as directed by their program administrators. They may avail themselves of any stipends or extra duty assignments available through the housing district. In all matters pertaining to their employment, the NSSEA-ESP contract and/or NSSEO Policy shall be enforced.

3.8 Workday

- A.** The regular ESP workday shall be six and one half (6.5) hours. Designated positions, depending on the program, may have a flexible starting time so long as the workday does not exceed six and one half (6.5) hours.
- B. Technology (12-month ESPs)** - The regular workday for twelve-month ESPs shall be eight (8) hours. Designated positions may have a flexible starting time based on their building, assignment and administrative approval, so long as the workday remains eight (8) hours.

During Winter Break and Summer Break, the workday for twelve-month ESPs shall be determined by the business hours at the Central Administration Center. In the event of extreme weather or other emergency that causes NSSEO to cancel classes, the Administration will notify twelve-month ESPs if the Central Administration Center remains open and the ESPs are required to report to work.

C. Audiology Assistant - The regular workday for audiology assistants shall be eight (8) hours. Audiology assistants may have a flexible starting time based on their building, assignment and administrative approval, so long as the workday remains eight (8) hours.

3.9 Professional Development

NSSEA-ESP staff input regarding staff training/in-service will be obtained in planning professional development.

In addition, new ESP shall be required to attend up to three (3) orientation days immediately prior to the school year. Compensation will be at the current hourly substitute rate.

3.10 ESP Former LICA Employees

The following provisions shall apply to former LICA educational support personnel (ESP) employees who commence employment with NSSEO on July 1, 2012:

- A.** Years of service with NSSED/LICA are portable to NSSEO for former LICA ESP employees and count towards benefits and recognition with NSSEO.
- B.** Former LICA ESP employees who are employed in the NSSEO DHH Program will maintain their current seniority in such Program and only accrue seniority on the NSSEO seniority list for positions in the DHH Program. Service shall not be interchangeable between the NSSEO Program and other NSSEO programs.
- C.** A former LICA ESP employee with twenty (20) years of service combined between NSSED/LICA and NSSEO are able to access retirement benefits in the NSSEA-ESP Collective Bargaining Agreement, if any, that may be applicable when retirement benefits are requested by the former LICA employee.

3.11 Extended School Year (NSSEA-ESP)

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 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 Holiday Pay (no change)

ESPs shall be paid for eleven (11) holidays, for a total of 196 paid days.

Technology (12-month ESPs) shall be paid for twelve (12) holidays.

3.13 Duty-free Lunch

A. ESP are entitled to a thirty (30) minute duty-free lunch and one fifteen (15) minute paid break per day. An employee who misses their scheduled lunch time (including days they attend full-day trips to Sunrise), after notification of their building administration/supervisor, and is unable to make it up during the same day, shall be reimbursed at their hourly rate prorated to the tenth of the hour.

B. Technology (12-month ESPs) - Twelve-month ESPs are entitled to a thirty (30) minute paid duty-free lunch and one fifteen (15) minute paid break per day.

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:

- Conduct annual inspections of its facilities
- Provide supports in alignment with the NSSEO Physical restraint, time out, isolated time out (RTO) reduction plan
- 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 all 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

- Provide employees with required safety equipment necessary for their position
- Review the NSSEO Standardized School Crisis Plan annually with all staff
- Conduct school safety drills in accordance with the School Safety Drill Act
- Distribute Emergency Closing Procedures annually.

An employee who becomes aware of a potentially unsafe or hazardous work condition, should report the concern to their supervisor within one (1) business day. The supervisor will acknowledge in writing the receipt of the employee's concern within two (2) business days. The supervisor will engage with Cooperative leadership to determine if/what further steps are warranted.

Employees shall not suffer reprisals for reporting an unsafe working condition.

3.15 ESP Dress

ESP dress is to be reasonably appropriate to the requirements of the job.

3.16 Discipline/Dismissal

- A. All new ESP shall be employed on a probationary basis for ninety (90) days of the regular work year, starting on the first workday. Thereafter, any discipline or dismissal of a non-probationary ESP shall be for just cause.
- B. Continuing employment status notwithstanding, should there be declines in student enrollment, loss of program(s), or loss of funding, NSSEO shall have the right to reduce the number of ESP in proportion to the loss, in accordance with the seniority provisions specified by statute and Article VIII of this agreement.

3.17 Notification of Employment

Any annual notification of re-employment sent to continuing ESP shall contain the language in Article III, Section 3.2

3.18 Educational Interpreters

Each Educational Sign Language Interpreter will receive thirty (30) minutes of planning time per day used for preparation.

An employee required to forfeit or reschedule their planning time shall have such time restored within five (5) workdays. If the time cannot be restored in this timeframe, the employee shall be reimbursed at an hourly rate equal to their current hourly salary prorated to the tenth of the hour.

3.19 Mileage Reimbursement - Technology (12-month ESPs)

If a twelve-month ESP uses his or her personal car for NSSEO business, the ESP will be reimbursed for mileage at the maximum rate allowed by the Internal Revenue Service, plus tolls and parking expenses. Traffic or parking fines shall be paid by the ESP involved and will not be reimbursed by NSSEO. ESP shall only be reimbursed of mileage upon submission of appropriate substantiation of those expenses, pursuant to NSSEO's reimbursement procedures.

ARTICLE IV
EVALUATION PROCESS

4.1 Purpose

The purpose of the NSSEO Staff Performance Rating Report and Professional Growth Plan is to ensure the growth and nurturing of quality instruction and to enhance professionalism.

4.2 Evaluation Process – Timelines

The Administration will adhere to the Evaluation Process Timelines contained in the NSSEO Staff Performance Rating Report and Professional Growth Plan Procedures.

4.3 Evaluation Committee

A joint committee comprised of four (4) Board-appointed representatives and four (4) Association-appointed representatives may be reconvened to consider changes in the NSSEO Staff Performance Rating Report and Professional Growth Plan Procedures.

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 during the term of this contract.

ARTICLE VI
Compensation and Benefits

6.1 Course Reimbursement

If a course is recommended by NSSEO to an ESP, and the ESP agrees to complete those studies, NSSEO will bear the full cost of such coursework.

6.2 Salary Credit

Any ESP who began their employment within NSSEO on or before January 15th shall accrue a full year's credit for that year.

New ESP hired beginning with the 2022-2023 school year, the Board, in its discretion, may award one (1) year experience credit on the ESP salary matrix. The amount of experience credit the Board may award will increase by one year in each subsequent year of the agreement.

6.3 A. Salary Matrix

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

B. Longevity

ESPs are eligible for a longevity increment of \$600 per year beginning with year fifteen (15). This longevity increment will be included in the ESP's salary, but it is not shown in the hourly rates on the salary matrix.

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 six percent (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>	HMO	<u>PPO1</u>	<u>PPO2</u>
2022-23	\$36.98	N/A	\$38.35
2023-24	\$10	\$20	\$60
2024-25	\$10	\$25	\$80
2025-26	\$10	\$30	\$100

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>	HMO	<u>PPO1</u>	<u>PPO2</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 six percent (6%) for a given school year, the Board and the employee will split equally the increase exceeding six percent (6%).

6.5 Dental Insurance

The Board shall provide individual dental insurance at a cost to the employee of \$5 per month. An ESP may elect to participate in dependent coverage by paying the full cost of said coverage. An ESP may opt to decline individual dental insurance, in which case the ESP will be able to apply \$20 per month to the selected dependent medical coverage.

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

- A. The Board shall provide \$50,000 term life insurance for each ESP. Employees shall have the option to individually purchase additional insurance under the provisions of the carrier's policy.
- B. **Technology (12-month ESPs)** - The Board shall provide \$100,000 term life insurance for each twelve-month ESP currently receiving the benefit prior to July 1, 2019. For twelve-month ESPs hired after July 1, 2019, the Board shall provide \$50,000 term life insurance. Employees shall have the option to individually purchase additional insurance under the provisions of the carrier's policy.
- C. **Audiology Assistant** - For audiology assistants hired before July 1, 2019. The Board shall provide \$100,000 term life insurance. Employees shall have the option to individually purchase additional insurance under the provisions of the carrier's policy.

6.7 Sheltering of IMRF Contributions

ESPs are required to contribute to IMRF at the rate set by IMRF. Contributions are tax deferred.

6.8 Long Term Disability Insurance

The Board will provide a disability insurance program for each ESP. The plan will be coordinated with that provided by the Illinois Municipal Retirement Fund, with a combined benefit level equal to a total of seventy percent (70%) of the ESP's salary. Benefits begin after a waiting period of 180 days.

6.9 Retirement Benefits

As a result of the four (4) year average salary increase for all ESPs exceeding six percent (6%), no ESP in Lane II will be able to put in for retirement incentives under this contract.

A. General Eligibility Requirements

1. The employee must meet the retirement requirements of 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 IMRF 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 IMRF and retire under IMRF.

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 C, 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 no later than December 1st of the school year of retirement. The Board, at its discretion, may waive the filing deadline due to extenuating circumstances. Such action shall not be deemed precedential.

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:

1. Diagnosis of serious illness of the prospective retiree;
2. Diagnosis of serious illness, total disability, or death of the prospective retiree's spouse;
3. Serious illness of a medically and financially dependent member of the prospective retiree's immediate family as defined in Article 7.4 "Sick Leave" of this contract (105 ILCS 5/24-6);
4. 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

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 IMRF earnings increase 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 (4) year contract), the Board shall provide a five percent (5%) increase in IMRF earnings over the previous year's IMRF 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 his/her IMRF 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).

F. Purchased Insurance Coverage

NSSEA ESPs who are eligible for IMRF retirement or disability benefits may purchase NSSEO health insurance according to the provisions of Public Act 86-1444.

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 the employee's current hourly rate and in accordance with the Fair Labor Standards Act (FLSA). ESPs who are involved with testing requiring a licensed proctor will be compensated at the licensed substitute pay rate, or their normal pay rate whichever is higher, for the time they train, prepare and administer the test.

Extra-duty compensation opportunities will be posted before they are assigned in order to allow staff members to express interest. In order to receive compensation, the staff member must submit a log of duties at least quarterly. Payment will be

made after review of the log shows the duties were beyond the regular workday and beyond those of the regular job assignment.

The extra duty hourly rate at the employee's current rate will be used to compensate employees for student participation in co-curricular activities or any other assignments requiring an interpreter.

6.11 Compensation for Curriculum Development

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

6.12 A. Pay

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

B. Pay Options

ESP whose 2013-14 salary is spread over nineteen (19) pay periods shall have the option to elect nineteen (19) pay periods or the standard twenty-four (24) pay periods for the 2014-15 election shall be permanent.

The payroll dates for ESP employees who will be paid over twenty-four (24) pays per year will be paid on the 15th and 30th of each month beginning August 30th of the school year.

Those ESPs hired prior to 2008-2009 who have elected nineteen (19) pay periods will be paid beginning September 15th of the school year unless the last day of that school year is before May 31st.

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.

Stipends are not subject to salary increases and will be included in the ESP's salary, but not shown in the hourly rates on the salary matrix.

6.14 Overtime and Compensatory Time (Technology 12-month ESPs)

Twelve-month ESPs shall be paid overtime at one and a half (1.5) times their normal hourly rate if they work in excess of forty (40) hours in one week. All ESPs must receive approval from the Technology Coordinator or cabinet level administrator if the Technology Coordinator is unavailable, prior to working any overtime. If the NSSEO Central Administration Center and all buildings are closed, no overtime shall be worked unless the ESP receives prior approval from the Superintendent, or designee. Working overtime without proper approval may result in disciplinary action.

At the employees' option, and ESP may elect to take compensatory time off, rather than payment, for working overtime, provided that the compensatory time is used in the same semester in which it was earned. An ESP must have approval from the Director of Innovative Learning prior to using any accrued compensatory time. If the ESP fails to use accrued compensatory time in the same semester in which it was earned, the Administration may unilaterally schedule the employee to take time off.

ARTICLE VII
Leaves

7.1 Family and Medical Leave Act (FMLA)

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/regulations as promulgated by the United States Department of Labor.

B. Leave

Eligible employees shall be granted a total of twelve (12) workweeks of unpaid leave during any twelve (12) 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, 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 and B. 4, B. 5 and B. 6 above.

D. Continuation of Health Insurance

The Board shall maintain health care coverage at Board expense for the duration of the twelve (12) week Family and Medical Leave period at the same level and under the same conditions that existed at the time of the commencement of this leave.

E. Notification

An eligible employee shall provide the 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.

7.2 Bereavement Leave

Each ESP shall be given up to three (3) days of leave without loss of pay per occurrence for death in the immediate family. The immediate family for purposes of this section shall include parents, spouse, siblings, children, grandparents, grandchildren, parents-in-law, siblings-in-law, and 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 ESP may use up to two (2) days annually without loss of pay to conduct personal business that cannot otherwise be attended to during work hours. Personal business days are not to be used for recreational purposes or to extend vacation periods. These days shall not be deducted from allowable sick leave. Approval of the program supervisor and the Superintendent or designee is required prior to the leave being taken.

In cases of emergency, requests to use personal business leave shall be submitted per published program procedures.

Requests to exercise personal leave shall be submitted via the Board-approved procedure, which shall be communicated in writing to employees not later than September 1st annually. The program-level administrator shall recommend approval/disapproval to the Superintendent or designee, who shall make the final decision.

Except for cases of emergency, personal business leave should not be requested during the first five (5) days or last five (5) days of school, or on the day before or after vacation or holiday.

In the event of an emergency or other atypical situation when no personal business days are available, a staff member may make a request to use up to two (2) days from allowable sick leave to cover the absence, or request a day without pay. The reason for the request must be stated at the time of making the request. 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 ESP and is based upon individual facts in each case. The

fact that a day without pay is granted to one ESP shall not be precedent for the granting of such days to another.

For ESPs 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

A. Regular sick leave days are granted as follows:

- First and second year ESPs receive one (1) day per month or up to ten (10) days of paid sick leave annually. Sick leave is awarded at the beginning of the school year or at the time of employment for new employees who start during the school year. For employees who end their employment during the school year, sick leave days shall be prorated based on their months of service.
- After two full years of service, ESPs are awarded one and a half (1.5) days per month or fifteen (15) days of paid sick leave annually. Sick leave is awarded at the beginning of the school year. Sick leave days for these employees shall not be prorated if they end their employment during the school year.

Sick leave shall accumulate and shall be credited for IMRF service credit as applicable. The total of all sick leave may accumulate to 340 days.

ESPs may use the leave days for personal illness, quarantine at home or illness in the immediate family or household, or birth, adoption, or placement for adoption. 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 his/her discretion, grant the use of sick leave days for the illness of person(s) other than those included in the definition of immediate family.

B. Regular sick leave days are granted as follows for Technology (12-month ESPs):

- Twelve-month ESPs hired after July 1, 2019, receive one (1) day per month or up to twelve (12) days of paid sick leave annually in their first and second years of employment. Twelve-month ESPs hired before July 1, 2019, receive one-and-a-quarter (1.25) days per month or up to fifteen (15) days of paid sick leave annually in their first and second years of employment. Sick leave is awarded at the beginning of the school year or at the time of employment for new employees who start during the school year, For employees who end their employment during the school year, sick leave shall be pro-rated if they end their employment during the school year.

- After two full years of service, twelve-month ESPs are awarded one and a half (1.5) days per month or eighteen (18) days of paid sick leave annually. Sick leave is awarded at the beginning of the school year. Sick leave for these employees shall not be prorated if they end their employment during the school year.

Sick leave shall accumulate and shall be credited for IMRF service credit as applicable. The total of all sick leave may accumulate to 340 days.

ESPs may use the leave days for personal illness, quarantine at home or illness in the immediate family or household, or birth, adoption, or placement for adoption. 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 his/her discretion, grant the use of sick leave days for the illness of person(s) other than those included in the definition of immediate family.

C. Regular sick leave days are granted as follows for Audiology Assistant:

- First and second year audiology assistants hired before July 1, 2020, will receive one and a quarter (1.25) days per month of paid sick leave annually prorated per contract month. Sick leave is awarded at the beginning of the school year or at the time of employment for new employees who start during the school year. For employees who end their employment during the school year, sick leave days shall be prorated based on their months of service.
- After two full years of service, audiology assistants will be awarded one and a half (1.5) days per month prorated per contract months. Sick leave is awarded at the beginning of the school year. Sick leave days for these employees shall not be prorated if they end their employment during the school year.

Sick leave shall accumulate and shall be credited for IMRF service credit as applicable. The total of all sick leave may accumulate to 340 days.

ESPs may use the leave days for personal illness, quarantine at home or illness in the immediate family or household, or birth, adoption, or placement for adoption. 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 his/her 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 Bank Leave

- A. The Board, in cooperation with the Association, shall establish a Sick Leave Bank on a mandatory basis. The Association shall develop and publish guidelines for the administration of the Bank and shall administer the Bank.
- B. ESPs shall contribute two (2) days of sick leave to the Bank upon starting the fourth year of continued service; ESPs shall become eligible to withdraw from the Bank upon making such contribution. The Association will determine when participants in the Bank must contribute additional days.
- C. Technology Twelve (12) month ESPs hired prior to July 1, 2019 who contributed three (3) days of sick leave to the sick leave bank for classified employees shall have those days transferred to the Association's Bank and shall be eligible to withdraw from the Bank. Twelve-month ESP hired after July 1, 2019, shall contribute three (3) days of sick leave to the Bank upon starting the fourth year of continued service and shall become eligible to withdraw from the Bank upon making such contributions. The Association will determine when participants in the Bank must contribute additional days.
- D. Audiology Assistants hired prior to July 1, 2019, who contributed three (3) days of sick leave to the sick leave bank for classified employees shall have those days transferred to the Association's Bank and shall be eligible to withdraw from the Bank. Audiology assistants hired prior to July 1, 2019 shall contribute three (3) days of sick leave to the Bank starting with the 2020-21 school year. The Association will determine when participants in the Bank must contribute additional days.
- E. Unused sick days at termination/retirement will be transferred to the Bank. The maximum number of days that can be transferred yearly to the ESO Sick Leave Bank is the collective number of one hundred (100) days per year.
- F. At the time of retirement, as may be permitted by the Illinois Municipal Retirement Fund, 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 employee.

7.6

Association Leave

The ESP will share in the twenty (20) days annually in the NSSEA 7.6 Association Leave.

7.7 Jury Duty

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

7.8 Judicial Hearing Leave

Any ESP 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.

If an ESP is subpoenaed to appear at an employment related hearing when school is not in session, reimbursement shall be made at the ESP's hourly rate.

7.9 Unpaid Leave of Absence

An ESP who has completed at least three (3) years of continued service may request permission to take an unpaid leave for up to one (1) school year. A leave of absence without pay may be approved and granted by the Assistant Superintendent of Human Resources, provided that such a request for leave is substantiated by good cause. An ESP must submit a written request for an unpaid leave at least thirty (30) days before the commencement of the leave, except in cases of emergency or extenuating circumstances. The request will include the reason(s) for the request, as well as the specific start/stop time for the unpaid leave. The Assistant Superintendent of Human Resources shall notify the employee of the deadline for filing a notice of intent to return to active employment status.

Salary credit and ESP benefits will not accrue to the ESP on leave, except as provided herein. An ESP who is on leave of absence shall not advance on the salary matrix for that school year unless the employee has worked a minimum of ninety (90) workdays during the same year.

An ESP on an authorized unpaid leave may elect to continue their group medical, dental and life insurance coverage, as permitted by the insurance plan, by paying the full amount of the premiums for the duration of the leave.

An ESP on unpaid leave shall retain any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional sick leave until returning to service.

An ESP on unpaid leave of absence shall give notice of intent to return to active employment status at least forty-five (45) days prior to the return or by the deadline given to the employee by the Assistant Superintendent of Human Resources at the time the leave is granted, if the leave is less than forty-five (45) days. This

notification is the ESP's responsibility and failure to do same may negate reinstatement.

An ESP on unpaid leave who is unable to return to service at the end of the period for which the leave was granted or extended must submit a letter of resignation unless otherwise approved by the Superintendent or designee. The absence of such letter automatically terminates the ESP's employment.

If an unpaid leave of absence was granted for health reasons, a written statement from a licensed medical doctor certifying the ESP's fitness to return to duty is required.

7.10 Job Sharing ESPs

A non-probationary ESP may have the option to share a position with another non-probationary ESP in one (1) year increments, with the following provisions:

- A.** It is the responsibility of those interested in job sharing to find a partner and establish a proposed work schedule, which will be 50-50;
- B.** Each job sharer would receive fifty percent (50%) 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 an additional one year term at the end of each year.
- I.** Each job sharer will continue to be eligible for all insurance coverage, providing the job sharer assumes 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, employee's responsibilities, substitute procedures, schedule of work hours and/or days, and attendance at staff meetings, and field trips.

7.11 Attendance Incentive Sick Leave

The Board shall provide an annual attendance incentive to those ESPs who have completed fifteen (15) years of service and who maintain a balance of at least 120 regular sick leave days. Eligibility shall be determined at the end of each school year. Attendance incentive sick leave days shall not be included in the annual sick leave balance calculation.

An eligible ESP shall receive ten (10) attendance incentive sick leave days annually. These days shall be credited annually and shall be recorded separately from other accrued sick days. The balance of attendance incentive sick leave days shall be included in the annual leave report to employees.

Attendance incentive sick leave days shall be available for use after all other regular sick leave days, as well as any Sick Leave Bank options, are depleted. The incentive sick leave days shall count toward IMRF service credit. Previously earned attendance incentive sick leave days shall not be forfeited if an employee subsequently becomes ineligible due to the regular sick leave day balance.

7.12 Vacation (Technology 12-month ESPs)

Each twelve-month ESP employee will be awarded vacation leave annually as follows:

<u>Number of Years Employed</u>	<u>Vacation Days</u>
1-4	10
5-9	15
10 +	20

Any employee wishing to use vacation leave shall submit a request for approval to the Technology Coordinator at least five (5) working days before the first day of the requested leave. If more than two (2) twelve-month ESPs request to use vacation in the same week, the requests may be granted, based on the timing of the request and operational needs.

Vacation days shall accrue monthly on a prorated basis. The Administration may at its discretion grant a twelve-month ESP's request for an advance up to seven (7) vacation days, prior to the accrual of those days.

Twelve-month ESPs may carry over up to twelve (12) vacation days that are unused as of June 30th each year. Carry-over days must be used no later than the following

December 31st or they will be scheduled at the Administration's discretion. In the event that a twelve-month ESP is unable to use vacation time that was requested and approved due to a work request initiated by the Administration, the twelve-month ESP may ask to carry over the vacation time they were unable to use because of the work request in addition to the twelve (12) carry-over already allowed.

ARTICLE VIII **Reduction in Force** **Layoff, Recall, and Placement**

8.1 Definition

A reduction in force (RIF) shall be defined as any action by the Board that results in the removal or honorable dismissal of ESP staff. Such reductions shall be the result of a Board decision to discontinue some particular type of educational support service or a demonstrable insufficiency of funds that makes such reductions unavoidable. For the purpose of this article, the terms “honorably dismissed” and “laid off” shall be used interchangeably.

8.2 Seniority Provisions

A. Principle: The Board and NSSEA/ESP recognize the value of experience in the cooperative. Therefore, employees shall be laid off, recalled and assigned based upon NSSEO seniority. All ESPs shall be treated as a single category of employees, as opposed to categorized by program or salary lane. Specifically required qualifications, as defined in this article, shall be considered when necessary.

B. Technology (12-month ESPs):

The Board and NSSEA/ESP recognize the value of experience in the cooperative. Therefore, twelve-month ESP employees in the Technology Department shall be laid off, recalled and assigned based upon NSSEO seniority. A separate seniority list shall be maintained for twelve-month ESPs. For the purposes of lay-off and recall decisions, the twelve-month ESPs shall be categorized by position title and the employee’s skills and qualifications, including training and position-related certifications, shall be considered when necessary.

C. Audiology Assistants:

The Board and NSSEA/ESP recognize the value of experience in the cooperative. Therefore, audiology assistants shall be laid off, recalled and

assigned based upon NSSEO seniority. A separate seniority list shall be maintained for audiology assistants. For the purposes of lay-off and recall decisions, audiology assistants shall be categorized by position title and the employee's skills and qualifications, including training and position-related certifications, shall be considered when necessary.

D. Calculation:

NSSEO seniority shall be based upon the actual first day of full-time work in the cooperative. In the case of insufficient employment records, September 1 shall be used as the first day of work. Employees shall accrue service credit for seniority purposes for each day worked.

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.

(Note: A break in service shall affect an employee's seniority date, as the first day of work shall become the date of return from the break in service.)

An ESP on a Board-approved unpaid leave of absence shall not lose earned seniority, but shall not gain seniority service credit for the time on leave.

An ESP who terminated their employment with the district and later returned shall receive seniority credit only from their most recent date of employment.

E. Seniority List:

The Board shall, in consultation with NSSEA, each year compile a seniority list showing the following information for each full-time ESP.

1. Employee's name.
2. First day of full-time work in the cooperative.
3. Seniority date
4. Current position in the cooperative; and
5. Specific licensure/qualifications as defined in this article

Copies of the current seniority list shall be distributed to ESP on or before February 1st of each year.

F. Employee's Responsibility to Provide Data:

It shall be the employee's responsibility to ensure the accuracy of the individualized information on the seniority list and to report changes in a timely manner. Licensure and qualifications reported prior to December 1st shall be included on the February 1st seniority list for end-of-year layoff consideration. Licensure and qualifications earned prior to December 1st, but not reported to the Assistant Superintendent of Human Resources by December 1st, will not be placed on the February 1st seniority list and shall not be taken into consideration;

the unreported licensure and qualifications shall be included on the following February 1st seniority list for consideration. Licensure/qualifications earned after December 1st shall be reported to the Human Resources Department immediately and will be considered in the event of end-of-term and immediate layoff/recall.

G. Definition of Specialized Qualifications:

Specialized qualifications shall include, but not be limited to, the following:

1. Qualifications required by a job description (including bilingual, computer technology and interpreting) or by a personal care/treatment plan; and
2. Licensure

H. NSSEA Licensed Positions

An ESP currently employed at NSSEO who is hired for a licensed position shall retain their position on the ESP seniority list for two years. Seniority shall accrue on both the ESP as well as the appropriate licensed seniority lists. The employee shall be removed from the ESP seniority list on the first day of the third school year if still continuously employed in the licensed position.

The employee may voluntarily return to an ESP position at the beginning of the next school year if notice is given to NSSEO prior to May 15th. An ESP may return to their prior ESP category of position if there is a vacant position. If such a vacancy does not exist, she/he will be offered a position for which they are qualified.

8.3 Dismissal/Layoff Procedure

- A. Timing:** The Board and Association share the belief that student educational needs are best met when educational support staff services are provided on a continuous basis throughout the school year. Therefore, the Board shall make every effort to avoid disruptions to the educational process by issuing notifications of honorable dismissal at the end of the school term prior to the school year for which the reductions are to become effective. Once a school year begins the Board shall avoid immediate ESP reductions except when absolutely necessary due to the reasons stated in the definition of this article.
- B. Notification:** Per Section 10:23-25 of the *Illinois School Code*, the Board shall provide written notice of honorable dismissal to an affected ESP by certified mail at least thirty (30) days prior to the date of the dismissal. Such notice shall include a statement of honorable dismissal and the reason therefore.

- C. Dismissal Sequence:** Layoffs shall be made on the basis of NSSEO seniority. The least senior employee shall be honorably dismissed first. In the event of equal seniority, the employee with the lowest salary placement on the NSSEO salary matrix shall be dismissed first. If the seniority and salaries are equal, the employee with the fewest licenses/approvals shall be dismissed first. If the seniority, salaries, and credentials are equal, the employees shall draw lots.
- D. Immediate Layoff Procedure:** NSSEO seniority shall be utilized for all layoffs, including those that become effective the following school year and those which may occur immediately during the course of a school year due to ongoing changes in student status/enrollment. In an effort to minimize disruption in the delivery of student services, the administration shall make every effort to maintain an employee's position when their assignment has been affected due to a change in student status/enrollment. If the Board finds it necessary to eliminate the position affected by the change in student status/enrollment, thereby effecting a reduction in force, the employee holding the eliminated position shall have immediate bumping rights over less senior employees. The least senior employee in a position for which the displaced senior employee is qualified shall be laid off with no less than thirty days' notice. The bumped employee shall be placed on the recall list according to seniority.

8.4 **Recall**

- A. Implementation:** The administration and NSSEA shall jointly oversee the recall process.
- B. Recall Notification:** The administration shall simultaneously send a written notice of recall by certified mail and a verbal notice of recall by telephone when possible.
- C. Employee Contact Information:** It is the responsibility of employees on the recall list to supply the Assistant Superintendent of Human Resources with current address and phone number information. This responsibility includes providing additional contact information for periods when an employee may not be available at their primary residence due to travel, etc.
- D. Recall Sequence:** Recall shall be based upon NSSEO seniority and specialized qualifications required for a position. The recall shall be based upon information provided in the published seniority list. In the event of equal seniority, the following (listed in order of priority) shall be used to determine the recall sequence:
1. Highest salary placement on NSSEO salary matrix;
 2. Highest number of licenses/approvals held; or
 3. Drawing of lots.

- E. Employee Response to Recall Notice:** An employee who fails to respond to a recall notice within fifteen (15) days of the first date of notice issued by the postal service shall relinquish recall rights and seniority. An employee who declines the first position offered shall move to the bottom of the recall list for one school year, with no loss of seniority for the following year. An employee who declines a second position shall be considered as having tendered a resignation, effective immediately.
- F. Recall Periods:** Employees who are honorably dismissed at the close of a school year shall be maintained on a recall list through the first day of the following school year. Employees who are laid off after the school year begins, but prior to January 1st, shall be maintained on a recall list through August 31st of the following calendar year. Employees who are laid off after the school year begins, but after January 1st, shall be maintained on a recall list through the first day of the following school year.

8.5 Placement

- A. Transition Support:** In the interest of educational excellence, an employee recalled to a different position/program shall be given an opportunity to observe the new assignment when possible and to receive mentoring.
- B. Immediate Specialized Qualifications Transfers:** A specialized qualification employee recalled to a position not requiring such qualifications shall be given first consideration should a specialized qualified position become available during the year. The Superintendent may, at his/her discretion, transfer the specialized qualification employee, involuntarily, if necessary, so long as the action is in the best interest of NSSEO. In the event a specialized qualification employee is transferred, the non-specialized qualification position shall be extended to the most senior employee on the recall list.
- C. Volunteers:** So long as seniority and specialized qualifications are honored, the administration shall have the right to seek volunteers for placements.

8.6 Employee Benefits

- A. Protection of Benefits:** An honorably dismissed employee who is recalled for service shall be entitled to all benefits effective at the time of their layoff, including placement on the salary matrix, unused accumulated sick leave, and seniority.
- B. End-of-the-Year-Dismissal:** An employee who receives notice of honorable dismissal no more than thirty (30) days prior to the close of a school year shall receive full insurance benefits through August 31st if the employee fulfills the terms of their contract.

- C. **Mid-Year Dismissal**: An employee who receives mid-year notice of honorable dismissal shall receive paid insurance benefits for ninety (90) days following dismissal. In addition, the employee shall be granted one (1) day of released time to seek other employment. The ESP shall receive paid insurance benefits for ninety (90) days following dismissal.
- D. **New Employee Freeze**: In no case shall the Board hire new employees while there are laid-off employees who are qualified for vacant or newly created positions.

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. 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 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 focus 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.

9.7 Technology Committee

A technology-focused advisory committee composed of up to a maximum of ten (10) members, five (5) appointed by the Administration and five (5) appointed by the Association. The Technology Committee shall meet at least annually to discuss and make recommendations to the Administration regarding planning, priorities and resources for the Technology Department. The Technology Committee or select members of the Technology Committee may meet more frequently, as necessary and upon mutual agreement of the Administration and Association.

ARTICLE X
Vacancies, Promotions and Transfers

10.1 Vacancies

- A. The Superintendent/designee of NSSEO shall have posted in all school buildings and on the NSSEO website a notice of all new and promotional vacancies as they occur.
- B. No such vacancy shall be filled on a permanent basis until such vacancy has been posted at least ten (10) days, except during summer recess.
- C. Notice of vacancies which occur during the summer months shall be sent to all ESPs who have requested on the appropriate form that such notice be sent and who have supplied self-addressed, stamped envelopes for such purpose.

10.2 Voluntary Transfer

- A. Consideration will be given to ESPs who have requested a voluntary transfer. An ESP who has requested a transfer shall be granted an interview upon request when requirements and/or qualifications are met.
- B. Any ESP may apply for transfer to another building, position, program, or another grade level at any time. Such application shall be in writing to the Assistant Superintendent of Human Resources. A denial of a transfer to a vacancy existing at the time of such request shall be in writing. Salary placement shall not be a consideration for a voluntary transfer. When a request for voluntary transfer is honored, the ESP shall carry all accrued seniority to the new position.

10.3 Involuntary Transfer

Except as the result of a reduction in force, any transfer which is not acceptable to the ESP involved shall be considered an involuntary transfer and subject to the following provisions:

1. Upon their written *request*, an ESP affected by an involuntary transfer shall be allowed to resign without penalty.
2. Except in an emergency or other atypical situation, notice of proposed involuntary transfers shall be given to the ESP involved no less than thirty (30) days prior to transfer.

3. An involuntary transfer shall be made only after a meeting, if requested by the ESP, between the ESP involved and the Administration, at which time the ESP shall be notified of the reasons for the transfer. A representative of the Association shall be present if requested by the ESP.
4. An involuntary transfer is a transfer to a different program. Change of age level within a program is not an involuntary transfer.
5. When an ESP is involuntarily transferred, the ESP shall carry all accrued seniority to the new position.

There will be a provision of the one-half day release time for an ESP who has been involuntarily transferred to be introduced to the new assignment. If a conflict situation occurs that makes it questionable that an ESP can be released, the Assistant Superintendent of Human Resources will confer with the Association President in order to resolve the situation. Additionally, up to two (2) days total release time may be granted at the discretion of the Administrator.

ARTICLE XI **Grievance Procedure**

11.1 Definition

Any claim by the Association or an ESP 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 his/her principal.
- B. **Second Step** – If the grievance cannot be resolved informally, the aggrieved ESP shall file the grievance in writing with the principal, and, at a mutually agreeable time, discuss the matter with the principal. 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 principal shall make a decision on the grievance and communicate it in writing to the ESP 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 ESP shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent/designee. 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 ESP and the principal.
- 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 ESP to the Superintendent/designee 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 cooperative 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 – ESP 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 ESP, and no ESP shall be required to discuss any written grievance if the Association's representative is not present.
- B.** Every ESP covered by this agreement shall have the right to present grievances in accordance with these procedures.
- C.** Failure of an ESP (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 ESP 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 ESP or of the other ESP.
- E. Class grievances involving one or more ESP or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at step two.

ARTICLE XII **Negotiations Procedures**

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 ESP employee staff for the ensuing school year. This is to establish the most beneficial distribution of monies/benefits available to ESP employees.

12.3 Declaration of Impasse/Request for Mediation

If agreement is not reached after a reasonable period of negotiations, either party may call for mediation.

12.4 Mediation

When mediation has been called for, 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 Employment Agreements

The terms and conditions of this Agreement shall be reflected in individual 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 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 June 28, 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 Matrix

NSSEO ESP Salary Matrix 2022-2023				
	LANE II	LANE III * Closed Lane	LANE IV	LANE V
STEP 0	19.73		23.70	29.97
STEP 1	20.01		24.05	30.42
STEP 2	20.24		24.36	30.82
STEP 3	20.48		24.69	31.26
STEP 4	20.73		25.03	31.69
STEP 5	20.99		25.38	32.14
STEP 6	21.25		25.73	32.59
STEP 7	21.50		26.09	33.05
STEP 8	21.77		26.45	33.52
STEP 9	22.04		26.82	33.99
STEP 10	22.31		27.18	34.46
STEP 11	22.59		27.56	34.94
STEP 12	22.86		27.95	35.43
STEP 13	23.45		28.73	36.43
STEP 14	23.83		29.25	37.12
STEP 15	24.23		29.79	37.81
STEP 16	24.43		30.04	38.16
STEP 17	24.65		30.32	38.54
STEP 18	24.83		30.59	38.88
STEP 19	25.06		30.85	39.22
STEP 20	25.23		31.14	39.60
STEP 21	25.45		32.61	
STEP 22	25.67		32.92	
STEP 23	25.86		33.22	
STEP 24	26.08		33.54	
STEP 25	26.94		34.78	
STEP 26	27.90		36.06	
STEP 27	28.72		37.30	
STEP 28	29.21		37.73	
STEP 29	29.61		38.20	
STEP 30	-		38.82	

Based on 196 days - 1,274 hours

ESP off of Salary Matrix in Lane II will receive a \$3.50/hr increase.

ESP off of Salary Matrix in Lane IV & V will receive a \$1.75/hr increase.

7.5/hr ESP will receive a \$1.75/hr increase

Audiology Assistant and Tech Dept Staff will receive a \$1.25/hr increase.

Lane IV Positions Include: Bilingual Asst., Hallway Asst., Employment Specialist
Job Coach Asst., Vocational Asst., Building Asst., Classroom Signing Asst.

Lane V Positions Include: COTA, PTA, Nurse, Educational Sign Language Interpreter

NSSEO ESP Salary Matrix 2023-2024				
	LANE II	LANE III * Closed Lane	LANE IV	LANE V
STEP 0	20.74		24.64	30.81
STEP 1	20.98		24.95	31.22
STEP 2	21.26		25.30	31.67
STEP 3	21.49		25.61	32.07
STEP 4	21.73		25.94	32.51
STEP 5	21.98		26.28	32.94
STEP 6	22.24		26.63	33.39
STEP 7	22.50		26.98	33.84
STEP 8	22.75		27.34	34.30
STEP 9	23.02		27.70	34.77
STEP 10	23.29		28.07	35.24
STEP 11	23.56		28.43	35.71
STEP 12	23.84		28.81	36.19
STEP 13	24.11		29.20	36.68
STEP 14	24.70		29.98	37.68
STEP 15	25.08		30.50	38.37
STEP 16	25.48		31.04	39.06
STEP 17	25.68		31.29	39.41
STEP 18	25.90		31.57	39.79
STEP 19	26.08		31.84	40.13
STEP 20	26.31		32.10	40.47
STEP 21	26.48		32.39	
STEP 22	26.70		33.86	
STEP 23	26.92		34.17	
STEP 24	27.11		34.47	
STEP 25	27.33		34.79	
STEP 26	28.19		36.03	
STEP 27	29.15		37.31	
STEP 28	29.97		38.55	
STEP 29	30.46		38.98	
STEP 30	30.86		39.45	

Based on 196 days - 1,274 hours

ESP off of Salary Matrix in Lanes II, IV & V will receive a \$1.25/hr increase.

7.5/hr ESP will receive a \$1.25/hr increase

Audiology Assistant and Tech Dept Staff will receive a \$1.25/hr increase.

Lane IV Positions Include: Bilingual Asst., Hallway Asst., Employment Specialist
Job Coach Asst., Vocational Asst., Building Asst., Classroom Signing Asst.

Lane V Positions Include: COTA, PTA, Nurse, Educational Sign Language Interpreter

NSSEO ESP Salary Matrix 2024-2025				
	LANE II	LANE III * Closed Lane	LANE IV	LANE V
STEP 0	21.28		25.27	31.58
STEP 1	21.57		25.62	32.04
STEP 2	21.82		25.95	32.47
STEP 3	22.11		26.31	32.94
STEP 4	22.35		26.63	33.35
STEP 5	22.60		26.98	33.81
STEP 6	22.86		27.33	34.26
STEP 7	23.13		27.70	34.73
STEP 8	23.40		28.06	35.19
STEP 9	23.66		28.43	35.67
STEP 10	23.94		28.81	36.16
STEP 11	24.22		29.19	36.65
STEP 12	24.50		29.57	37.14
STEP 13	24.79		29.96	37.64
STEP 14	25.07		30.37	38.15
STEP 15	25.69		31.18	39.19
STEP 16	26.08		31.72	39.90
STEP 17	26.50		32.28	40.62
STEP 18	26.71		32.54	40.99
STEP 19	26.94		32.83	41.38
STEP 20	27.12		33.11	41.74
STEP 21	27.36		33.38	
STEP 22	27.54		33.69	
STEP 23	27.77		35.21	
STEP 24	28.00		35.54	
STEP 25	28.19		35.85	
STEP 26	28.42		36.18	
STEP 27	29.32		37.47	
STEP 28	30.32		38.80	
STEP 29	31.17		40.09	
STEP 30	31.68		40.54	

Based on 196 days - 1,274 hours

ESP off of Salary Matrix in Lanes II, IV & V will receive a 4% increase.

7.5/hr ESP will receive a 4% increase

Audiology Assistant and Tech Dept Staff will receive a 4% increase.

Lane IV Positions Include: Bilingual Asst., Hallway Asst., Employment Specialist
Job Coach Asst., Vocational Asst., Building Asst., Classroom Signing Asst.

Lane V Positions Include: COTA, PTA, Nurse, Educational Sign Language Interpreter

NSSEO ESP Salary Matrix 2025-2026				
	LANE II	LANE III * Closed Lane	LANE IV	LANE V
STEP 0	21.83		25.89	32.34
STEP 1	22.08		26.22	32.77
STEP 2	22.38		26.58	33.25
STEP 3	22.63		26.93	33.68
STEP 4	22.94		27.30	34.17
STEP 5	23.19		27.63	34.60
STEP 6	23.45		27.99	35.08
STEP 7	23.72		28.36	35.54
STEP 8	24.00		28.73	36.03
STEP 9	24.28		29.11	36.51
STEP 10	24.55		29.50	37.01
STEP 11	24.84		29.89	37.52
STEP 12	25.13		30.29	38.02
STEP 13	25.42		30.68	38.53
STEP 14	25.72		31.09	39.05
STEP 15	26.01		31.51	39.58
STEP 16	26.65		32.35	40.66
STEP 17	27.06		32.91	41.40
STEP 18	27.49		33.49	42.15
STEP 19	27.71		33.76	42.52
STEP 20	27.95		34.06	42.93
STEP 21	28.14		34.36	
STEP 22	28.39		34.64	
STEP 23	28.57		34.95	
STEP 24	28.81		36.53	
STEP 25	29.05		36.87	
STEP 26	29.25		37.19	
STEP 27	29.49		37.54	
STEP 28	30.42		38.88	
STEP 29	31.45		40.26	
STEP 30	32.34		41.60	

Based on 196 days - 1,274 hours

ESP off of Salary Matrix in Lanes II, IV & V will receive a 3.75% increase.

7.5/hr ESP will receive a 3.75% increase

Audiology Assistant and Tech Dept Staff will receive a 3.75% increase.

Lane IV Positions Include: Bilingual Asst., Hallway Asst., Employment Specialist
Job Coach Asst., Vocational Asst., Building Asst., Classroom Signing Asst.

Lane V Positions Include: COTA, PTA, Nurse, Educational Sign Language Interpreter