

# Winnebago County Special Education Cooperative

## PROFESSIONAL NEGOTIATION AGREEMENT

Between

Winnebago County Special Education Cooperative

and

Winnebago County Special Education Cooperative/  
Rockton Teachers' Association/IEA-NEA

2011-2012

2012-2013

# TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	3
ARTICLE 2	COMPENSATION	3
	2.1 Pay Period	3
	2.2 Advancement	3
ARTICLE 3	EVALUATION	4
	3.1 Notice of Evaluation Procedure	4
	3.2 The Evaluation Procedure	4
	3.3 Frequency of Evaluations	4
	3.4 Acknowledgement of Evaluation	4
	3.5 Use of Informal Observations for Evaluation	5
	3.6 Evaluation-related Grievances	5
	3.7 Letter of Understanding – Evaluation Tool	5
ARTICLE 4	LEAVES	5
	4.1 Sick Leave	5
	4.2 Leaves Without Pay	6
	4.3 Medical Leave	6
	4.4 Child Rearing Leave	7
	4.5 Personal Business Leave	7
ARTICLE 5	WORKING CONDITIONS	7
	5.1 Assignments to Member Districts	7
	5.2 Letter of Understanding-Cooperative Teachers’ Pupil Contact Time	7
	5.3 Extended Contracts: Psychologists, Social Workers, Speech Therapists, Hearing & Vision Itinerants	8
ARTICLE 6	TRANSFERS, VACANCIES, AND ASSIGNMENTS	8
	6.1 Posting of Vacancies	8
	6.2 Voluntary Reassignments	8
	6.3 Involuntary Reassignments	9
	6.4 Definition of Vacancy	9
	6.5 Professional Qualifications and Assignments	9
	6.6 Seniority Defined	9
	6.7 Seniority List	9
ARTICLE 7	GRIEVANCE PROCEDURE	10
	7.1 Definition	10
	7.2 Procedures	11
ARTICLE 8	TECHNICAL CLAUSES	12

	8.1 Separability	12
	8.2 Management Rights	12
	8.3 Complete Understanding	12
	8.4 No-Strike Clause	12
ARTICLE 9	ASSOCIATION RIGHTS	12
	9.1 Individual Rights	12
	9.2 Documents	13
	9.3 Board Meetings	13
	9.4 School Calendar	13
	9.5 Collective Bargaining Agreement	13
	9.6 Mailboxes	13
	9.7 Association Days	13
	9.8 Dues Notification	14
	9.9 New Hires	14
ARTICLE 10	FAIR SHARE	14
	10.1	14
	10.2	14
	10.3	14
	10.4	14
	10.5	15
	10.6	15
ARTICLE 11	COMPENSATION	15
	11.1 Salary Structure	15
	11.2 Responsibility Factor	16
	11.3 Health, Major Medical, and Life Insurance	16
	11.4 Dental Insurance	16
	11.5 Masters Degree Programs Requiring More Than 33 Hours	16
	11.6 Specialists Degree	16
	11.7 Transportation Reimbursement	17
	11.8 Longevity	17
	11.9 Credit for Internship/Practicum Experience	17
ARTICLE 12	RETIREMENT	
	12.1 Retirement Incentive	17
	12.2 Retirement Benefits	18
ARTICLE 13	MENTORING	
	13.1 Mentoring Agreement	19
ARTICLE 14	ARTICLE OF AGREEMENT	19
	14.1 Mid-term Contract Negotiation Openers	19
ARTICLE 15	DURATION	20
	Salary Schedule Formulas	

## Salary Schedule

# Winnebago County Special Education Cooperative Negotiated Agreement 2011-2013

## ARTICLE 1

### RECOGNITION

This Agreement is entered into this 9th day of June, 2011 by and between the Winnebago County Special Education Cooperative, hereinafter referred to as the "Board" or "Cooperative" and the Winnebago County Special Education Cooperative/Rockton Teachers' Association/IEA-NEA, hereinafter referred to as the "Association".

The Association or any other successor organization is hereby recognized as the sole and exclusive bargaining representative for all full and part-time certificated employees of the Winnebago County Special Education Cooperative including teachers, speech and language pathologists, psychologists and social workers, hereinafter referred to as "employees" except for the Director, Assistant Director(s), supervisors and managerial, confidential and short-term employees, and employees working 40% or less, as such terms are defined by the Illinois Education Labor Relations Act, until pro-rata dues are approved and implemented.

A full time employee shall be defined as an individual who works 180 full time days during the school year.

## ARTICLE 2

### COMPENSATION

#### 2.1 Pay Period

Payroll checks shall be issued on a 26 pay period per school year basis.

#### 2.2 Advancement

Horizontal advancement on the compensation schedule shall be conditioned on prior written approval of the Director. Such approval shall be granted for graduate level courses in the employee's instructional area, or pursuant to a masters degree program or other advanced degree program previously approved by the Director. Undergraduate courses may be considered for horizontal advancement if deemed, by the Director, to be beneficial to the Cooperative. Courses shall be taken in a fully accredited institution of higher learning and

successfully completed with a grade of "B" work or better. Approved course work must be completed by September 1 and evidence of successfully completion (i.e. an official transcript or grade report) shall be submitted no later than September 15 to be considered for horizontal advancement at the beginning of the school year. Only approved course work completed after acquisition of a masters degree shall be utilized for advancement for lanes beyond the masters degree lane.

## **ARTICLE 3**

### **EVALUATION**

#### **3.1 Notice of Evaluation Procedure**

Each school year prior to initiating the evaluation process the Director or his/her designee shall acquaint the employees with the evaluation procedures and instruments.

#### **3.2 The Evaluation Procedure**

The evaluation shall be defined as a written assessment of the employee's performance using an instrument developed in consultation with the Association. Such assessment shall include at least one formal observation of the employee's performance of not less than fifteen (15) minutes. The written assessment shall be followed by a conference between the evaluator and the employee within 15 school days of the observation. All formal observations will be done only with the full knowledge of the employee. Staff members may request a witness to be present at any evaluation conference.

#### **3.3 Frequency of Evaluations**

Non-tenured employees shall be formally evaluated at least twice each year, once each semester. Non-tenured teachers who have completed four (4) successful years with the Cooperative shall be evaluated at least once a year. Tenured employees shall be formally evaluated at least once every two years. Evaluations will be completed by May 1<sup>st</sup> of the evaluation year.

#### **3.4 Acknowledgement of Evaluation**

The employee shall sign copies of the written evaluation and shall receive a copy of said evaluation. If the employee disagrees with his/her formal evaluation, he/she may put his/her objections in writing within ten (10) employment days of the evaluation. The evaluator shall sign the employee's objection, if any, a copy of which shall be given to the employee and one (1) copy attached to the evaluation report shall be placed in the employee's official personnel file. In each case, a signature by either the employee or evaluator

only acknowledges receipt of the evaluation or objection and does not signify agreement.

### **3.5 Use of Informal Observations for Evaluation**

Nothing contained herein shall limit the right of the Director or evaluator to utilize informal observations and other first-hand evaluation criteria in considering the performance of any employee

### **3.6 Evaluation-related Grievances**

Any grievance filed relative to this article shall be limited to violations of the specific procedures outlined in Sections 3.1 through 3.6 above. All other aspects of evaluation, including but not limited to criteria, instruments, or personalities shall not be grievable.

### **3.7 Letter of Understanding – Evaluation Tool**

A committee will be established during the 2008-09 school year to review and/or revise the evaluation tools. The committee will consist of at least the Director, 2 WCSEC-RTA representatives, 1 Supervisor, and 1 Superintendent.

## **ARTICLE 4**

### **LEAVES**

#### **4.1 Sick Leave**

- A. Each full-time employee shall be entitled to sick leave days as identified: 1-10 years: 13 days; 11-17 years: 15 days; 18 and plus years: 18 days per school year without loss of pay. Unused sick leave days may be accumulated to a maximum of three hundred and sixty (360) days. Sick leave days may be utilized for the following:
1. personal illness, provided sick leave will not be utilized for purpose of cosmetic surgery (except as such will be reasonable incident to some other illness or disability) and/or for any matter which may be reasonably postponed to a recess or vacation period; or
  2. serious illness in the immediate family or household; serious illness will mean a life-threatening circumstance, a medical emergency, or an illness which requires the presence of the employee; or
  3. death in the immediate family or household;
- B. The immediate family will mean the employee's spouse, children, brothers, sisters, parents, grandparents, parents-in-law, brothers-in-law, sisters-in-law, step children, step-brothers, step-sisters, step-parents, step-grandparents and legal guardians.



- C. The Board will furnish each employee a written statement at the beginning of the school year setting forth the total accumulated sick leave of the employee.

#### **4.2 Leaves Without Pay**

- A. The Board may grant a leave of absence without pay or benefits to tenured employees for any purpose the Board deems appropriate and beneficial to the cooperative. Such leave may be conditioned in such manner as the Board may elect. The granting or withholding of such leave of absence shall be within the sole discretion of the Board and shall be non-precedential with respect to any other request for such leave by that employee or any other employee.

#### **4.3 Medical Leave**

An employee shall be deemed to be temporarily ill or temporarily incapacitated if he/she, because of ill health or for any other reason, is physically or mentally unfit to perform his/her duties during the school term and, by reason thereof, is either continuously absent from his/her duties for a period of not more than 90 consecutive calendar days, or intermittently absent from his/her duties for 90 out of 120 consecutive calendar days for the same or a related illness or incapacity

- a. Nothing in this section shall prevent an employee from being deemed permanently ill or permanently incapacitated immediately or in less than 90 calendar days, provided the employee presents to the Board a statement from a physician licensed in Illinois to practice medicine in all of its branches acknowledging the permanent nature and duration of the employee's illness or incapacity.
- b. An employee granted an unpaid leave of absence hereunder shall not be entitled to any fringe benefits, but may continue his/her group insurance coverage, provided the carrier agrees to such continuance, upon timely advance payment to the Cooperative Business Office or the designated agent of all premiums due.
- c. In the event a teacher remains ill or incapacitated at the expiration of the temporary leave, he/she may apply to the Board for an extended unpaid disability leave of absence. The Board, in its sole discretion consistent with law, may grant an employee a leave of absence, without pay or other benefits, for disability or for personal illness or quarantine. Such leave shall not commence until the employee has exhausted all accumulated sick leave and is no longer deemed to be on an unpaid leave of absence for a temporary illness or incapacity. In no event shall an unpaid leave exceed the balance of the school term in which it commences.

Requests for an unpaid leave of absence must be accompanied by a physician's statement as to the nature and extent of the illness or incapacity and the estimated duration necessary for recovery.

#### **4.4 Child Rearing Leave**

Maternity/child rearing leave shall be granted without pay to any certified employee, and may, on the recommendations of the Director, be extended on a non-precedential basis throughout the next school year. Application for such leave shall be made in writing to the Director or his/her designee at least sixty (60) calendar days prior to the anticipated birth or adoption of the child. The notice of intent to resume duties must be made by the employee by March 1 prior to the year of returning.

#### **4.5 Personal Business Leave**

Each full-time employee shall be entitled to two (2) days of sick leave per school year for personal business matters which cannot be handled during non-school days or hours. Written notification of such leave shall be made to the Director or designee at least forty-eight (48) hours prior to the onset of such leave. In an emergency, such application will require an explanation of such emergency.

Such leave will not be used at any time for participation in any work stoppage or collective bargaining dispute, vacation, recreational event or for any activity which will produce income for the employee. The first and last employee work day of the school year and the day immediately preceding a legal holiday, vacation, or school recess will not be available for personal leave. The Director may grant the use of personal business leave days during this restricted period at his/her sole discretion after receiving written request for such leave that states the reason for such leave. The granting or withholding of permission for use of the days shall not be precedential. Unused personal business leave days may be allowed to accumulate to a maximum of four (4) days.

## **ARTICLE 5**

### **WORKING CONDITIONS**

#### **5.1 Assignments to Member Districts**

Except as otherwise provided, employees assigned to member districts shall work the same daily schedule as personnel in the assigned member district.

#### **5.2 Letter of Understanding – Cooperative Teachers' Pupil Contact Time**

A committee will be established during the 2011-12 school year to review the equity of Cooperative's teachers' pupil contact time.



### **5.3 Extended Contracts: Psychologists, Social Workers, Speech Therapists**

- Psychologists will work an extra twenty (20) days, one (1) week before and three (3) weeks after the teachers' calendars unless the Director and psychologists determine that, for a given year, some other configuration is more appropriate.
- Flexible scheduling for Psychologists will be allowed, requiring one week before, one week after, and an additional 10 days available at the discretion of the psychologist in conjunction with the Director. Any additional days (up to 10 days) will be paid on a per diem basis. Flexible scheduling must be elected at the beginning of the school year.
- Social workers will work an extra five (5) days, three (3) days before the teacher calendar year begins and two (2) days after.
- Speech therapists shall have the option of using 3 additional days at the discretion of the therapist with time verification submitted to the Director.
- Full-time Hearing Itinerant Teacher and full-time Vision Itinerant Teacher will be compensated for one additional day each, to be worked prior to the first day of student attendance.

## **ARTICLE 6**

### **TRANSFERS, VACANCIES, AND ASSIGNMENTS**

#### **6.1 Posting of Vacancies**

All vacancies will be posted on the Regional Office of Education (ROE) web-site, and emailed to all certified staff and the association president.

Except in the case of an emergency, the Board shall post notice of any vacancy which occurs in the bargaining unit 10 days prior to filling such vacancy. In the case of an emergency, the Director will immediately notify the President of the Association in writing detailing the nature of the emergency prior to taking action.

#### **6.2 Voluntary Reassignments**

Any employee may apply for reassignment to another position for which he/she is legally qualified and where a vacancy exists. Such application shall be made in writing to the Director. The final decision regarding any voluntary reassignment shall rest solely with the Cooperative.

### **6.3 Involuntary Reassignments**

Any employee who is involuntarily transferred shall be given an opportunity to meet with the Director to discuss the reasons for such transfer. In the event of such an involuntary transfer, the teacher shall be allowed to resign if such change is not acceptable. Any employee who has elected to resign shall file his/her resignation within ten (10) calendar days after receipt of notice of assignment involuntary transfer.

### **6.4 Definition of Vacancy**

As used in this Article, vacancy shall mean a bargaining unit position that has been newly created or that becomes vacant because the employee holding the position has left the Cooperative.

### **6.5 Professional Qualifications and Assignments**

An employee will be given written notice of his/her tentative teaching assignment for the forthcoming year no later than June 1. In the event changes in such assignment are made, the employee affected shall be notified promptly at his/her last know address. The employee, if available, may, at his/her request, meet with the Director to discuss the change. In the event of changes in such assignment, the teacher shall be allowed to resign if such change is not acceptable. Any employee who has elected to resign shall file his/her resignation within ten (10) calendar days after receipt of notice of assignment.

### **6.6 Seniority Defined**

Length of continuous contractual service in the Cooperative as utilized in Section 24-12 of *The School Code* will be defined as follows:

- A. Years of continuous contractual service as an employee in the Cooperative. Less than full-time service will be computed on a pro rata basis. Time on unpaid leaves of absence will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board will not constitute an interruption of teaching service
- B. If total continuous contractual service as an employee with the Cooperative is equal between two or more employees, then the order of dismissal and or recall will be determined by total service as an employee with the Cooperative, whether or not continuous. (Such service will be computed as described in (1) above.)
- C. If a time remains after the application of the above procedures, the order of dismissal and/or recall will be decided by drawing lots.

### **6.7 Seniority List**

By February 1st annually, the Board will publish a seniority list which is prepared according to the provisions herein. This list will be posted in the Cooperative's Administrative Offices. Each employee shall have 30 calendar days thereafter to file written objections to his/her ranking. An employee's failure to make a timely objection shall be deemed an acceptance of the ranking, and the employee cannot thereafter challenge his/her seniority until the following year.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

#### **7.1 Definition**

- A. Any claim made by the Association, an employee or group of employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall constitute a grievance.
- B. Any grievance must be filed at Step One within fifteen (15) days of the occurrence or within fifteen (15) days of when the certificated staff member should have reasonably become aware of an occurrence giving rise to the grievance.
- C. All time limits contained in this Article refer to school days, except during the summer recess and winter and spring vacations when they shall consist of business days. Failure of an employee or the Association to tact within the time limits set forth herein shall act as a bar to any further appeal. The failure of an Administrator, supervisor, or the Board to render a decision within the time limits set forth herein shall permit the grievance to proceed to the next step. Time limits can only be extended by written, mutual consent. School days as used in this section shall mean days of scheduled work for employees. Business days shall mean days when the administrative offices of the Cooperative are open.
- D. To constitute an effective filing, a grievance must be in writing and contain the following information:
  - 1. A description of the specific occurrence giving rise to the grievance, including the names, dates, and places necessary for a complete understanding of the grievance;
  - 2. A listing of the provisions of this agreement which are alleged to have been violated, misinterpreted, or misapplied;
  - 3. A listing of specific actions requested of the administration which would remedy the grievance.
- E. A grievance may be withdrawn at any level without establishing a

precedent and, if withdrawn, will be treated as though never having been filed.

## 7.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of any potential grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

### A. Step One

The employee or the Association may present the grievance in writing to the Director, who will arrange for a meeting to take place within five (5) working days after receipt of the written grievance. Within ten (10) days of the meeting, the employee and the Association shall be provided with the Director's written response, including the reasons for the decision.

### B. Step Two

In event that the grievance is not resolved at Step One, the Association may refer the grievance to the official designee of the Winnebago County Special Education Cooperative Executive Committee within five (5) days of the receipt of the Step One answer. Within fifteen (15) days of the receipt of the appeal, the Executive Committee shall arrange for a meeting to take place. Within ten (10) days of the meeting, the Association shall be provided with the Executive Committee's written response, including the reasons for the decision.

### C. Step Three

If the grievance is not resolved at Step Two, the Association may submit the grievance to final and binding arbitration in accordance with Voluntary Labor Arbitration Rules of the American Arbitration Association by giving written notice of such appeal within ten (10) days of the receipt of the Step Two answer. Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitrator and the AAA shall be divided equally between the parties. If either party requests a transcript of the proceeding, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

Arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement. The arbitrator shall have no power to alter the terms of this Agreement.



## ARTICLE 8

### TECHNICAL CLAUSES

#### 8.1 Separability

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

#### 8.2 Management Rights

The Board, on its own behalf and on behalf of the member Districts of the Cooperative, hereby retains and reserves unto itself, without limitation, all functions, powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois and of the United States.

It is expressly understood and agreed that all functions, powers, rights, and authorities of the Board which are not limited by the express terms of this agreement are retained by the Board.

#### 8.3 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment.

#### 8.4 No-Strike Clause

During the term of this agreement, neither the Association nor any employee, for any reason, will authorize, aide, or engage in a slowdown, work stoppage, or strike.

## ARTICLE 9

### ASSOCIATION RIGHTS

#### 9.1 Individual Rights

Neither Board Policy nor any individual contract between the Board and any employee will be inconsistent with the terms and conditions of this agreement.

## **9.2 Documents**

The Association President shall be provided with copies upon request of:

1. regular and special Executive and Governing Board meeting agendas,
2. open meeting minutes, once approved,
3. the adopted budget,
4. the annual financial report, and
5. the approved policies of the Cooperative.

## **9.3 Board Meetings**

The Association President or designee will be allowed to attend Executive Committee or Governing Board meetings which are held during the day by using either Association days or personal business leave.

## **9.4 School Calendar**

The Association President shall be provided a copy of the cooperative center calendar.

## **9.5 Collective Bargaining Agreement**

Within thirty (30) calendar days of the ratification of the Agreement, the Board shall provide all members of the collective bargaining unit with copies of the prepared Agreement. The Association may then request a copy of this Agreement be provided to the newly hired employee.

## **9.6 Mailboxes**

The Association may use employee mailboxes and designated bulletin board at the Cooperative office for association communications.

## **9.7 Association Days**

The Association shall be entitled two (2) days of leave per year for the purpose of sending a representative to IEA/NEA sponsored conferences, conventions, or workshops. The employee authorized by the Association to take such leave shall be released from duties without loss of pay subject to:

1. The Association shall give the Director or designee written notice of the name of the employee authorized to take such leave, the date of the leave and meeting involved at least five (5) days in advance of the day the employee will be absent; and
2. The Association shall reimburse the Cooperative for the cost of the substitute.



## **9.8 Dues Notification**

Upon written request of an employee, the Board shall deduct association membership dues from paychecks in an amount certified annually. This notification to the Board must occur on or before September 15. Such authorization will be deemed automatically revoked upon termination of employment. All dues deducted by the Board shall be remitted to the Association no later than ten (10) days after such deductions were made provided the Association will in accepting such dues, agree to hold the Cooperative harmless for all actions taken pursuant to this Section.

## **9.9 New Hires**

The Board will notify the Association President of the newly created positions and the names, positions, and assignments of all newly hired employees within ten (10) days of their employment.

# **ARTICLE 10**

## **FAIR SHARE**

- 10.1** Each bargaining unit member as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association. The Association shall annually determine the fair share amount and submit to the Board the amount in writing prior to the issuance of the first paycheck.
- 10.2** In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct his/her fair share fee from the wages of the non-member.
- 10.3** Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.
- 10.4** In the event of any legal action against the employer brought in a court of administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- a. the employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - b. the employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and

making relevant information available at both trial and all appellate levels.

- 10.5** The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as direct consequence of the employer's non-negligent compliance with this article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.
- 10.6** The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member of a belief sincerely held with the strength of traditional religious views, objects to the payments of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to mutually agreeable non-religious charitable organization as per association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **ARTICLE 11**

### **COMPENSATION**

Inasmuch as the Winnebago County Special Education Cooperative is a cooperative composed of nine (9) different, individual school districts each with its own tax base, as well as salary and fringe benefit package, it is deemed fair and appropriate that the salary and fringe benefit package for Cooperative employees should be reflective of the overall cooperative rather than any single district. Accordingly, salary and fringe benefits for certified staff members will be determined within the following limits:

#### **11.1 Salary Structure**

Salaries will be developed from information collected yearly by the Regional Superintendent of Schools for Boone/Winnebago Counties. The process will be to use the average of the salaries of the nine member districts for employees with a Bachelor's degree and no experience, a Bachelor's degree and ten years of experience, a masters degree and no experience, a masters degree and ten years of experience, a masters degree and 18 years experience, a masters degree and 32 graduate credits and no experience, and a masters degree and 32 graduate credits with 11 years experience, and a masters degree and 32 graduate credits with 18 years experience. Data for the next school year will be based on contract settlements for the next school year. From these eight averages, a salary grid with columns for each eight (8) graduate hours from BS and 0 experience up to and including MS 32 and 21 years of experience is extrapolated for determination of individual salaries. Wages are based on a 180 day work year. Psychologists will be compensated for up to an additional

twenty (20) days; Social Workers will be compensated for an additional five (5) days; Speech therapists shall have the option of being compensated for 3 additional days; and a full time Vision Itinerant and a full time Hearing Itinerant will be compensated for one additional day each.

## **11.2 Responsibility Factor**

- A. Psychologists will receive an additional ten (10) percent responsibility factor.
- B. Speech/Language Therapists will receive an additional 10% responsibility factor.

## **11.3 Health, Major Medical, and Life Insurance**

For full-time employees the Board agrees to pay the balance of the individual health, major medical and life insurance after a \$25.00 per month individual contribution. For part-time certificated staff members who are working at least half-time, the Board agrees to pay a portion of the full-time amount per month for individual health, major medical and life insurance pro-rated based on the percentage of full time that the individual staff member is working. A part-time certificated staff member who is eligible and elects to participate in medical insurance will pay a pro-rated portion of the \$25.00 per month individual contribution. The Board will make no contribution toward health and major medical insurance for part-time employees working less than half-time.

## **11.4 Letter of Understanding – Medical Insurance**

A committee will be established during the 2011-12 school year to explore ways to reduce the Cooperative's Health insurance premiums.

## **11.5 Dental Insurance**

For full-time employees the Board agrees to pay the full amount of the individual cost of dental insurance. For part-time certificated staff members who are working at least half-time, the Board agrees to pay a portion of the full time amount per month for individual dental insurance pro-rated based on the percentage of full-time that the individual staff member is working. The Board will make no contribution toward dental insurance for part-time employees working less than half-time.

## **11.6 Masters Degree Programs Requiring More Than 33 Hours**

Effective at the commencement of the 1998-1999 school year, where an approved certification program for a masters degree requires course work beyond the hours for a normal masters degree program (i.e., beyond 33 semester hours), upon receipt of a masters degree and certificate, the employee shall be given credit for salary advancement purposes for any required semester hours beyond the 33 needed to obtain the masters degree. Example: If an

approved masters degree program requires 49 semester hours, the employee, upon receipt of the masters degree shall be placed in the M.A. + 16 salary category.

## 11.7 Specialists Degree

A specialist degree will be paid the equivalent of MA + 32, in an approved program.

## 11.8 Transportation Reimbursement

Employees required to use their own vehicles for travel between worksites or for out of district travel shall be reimbursed at the IRS rate effective at the beginning of the fiscal year. All previous practices/procedures regarding mileage are null and void.

## 11.9 Longevity

Employees in any Masters lane with 20 or more years of experience, will receive an additional \$1,000.00 added to the salary figure on step 19, 20 or 21 respectively.

## 11.10 Credit for Internship/Practicum Experiences

Any certified staff with a Masters degree requiring an internship or practicum, will be given 1 year credit on the salary schedule.

# ARTICLE 12

## RETIREMENT

12.1 Retirement Incentive: If a teacher meets the eligibility requirements contained in paragraph 1 of this Section, the teacher shall be paid a retirement benefit in accordance with paragraph 2 of this Section.

1. Requirements for Eligibility:
  - a. The teacher must have at least 15 years of service as a certified employee in the Cooperative.
  - b. The teacher must submit an irrevocable letter of retirement to the Director by February 1<sup>st</sup>, prior to the school year in which benefits will begin under this program.
  - c. The teacher must be at least 54 ½ years old and be eligible to receive a TRS retirement benefit at the time of the effective date listed in the irrevocable letter of retirement.
  - d. The teacher is either not eligible to retire under the TRS' Early Retirement *Option (ERO)* or has not or will not retire under the TRS' Early Retirement *Option (ERO)*.

- e. The Board is not required by statute for any financial Modified ERO obligations resulting from the teacher's retirement imposed by TRS. For example, a teacher who will be 55 years old with 20 years of creditable service on the date of the teacher's indicated date of retirement and has invoked his/her Modified ERO, will not be eligible for the retirement benefits. However, a teacher who is 55 years old with 35 years of creditable service on the date of the teacher's indicated date of retirement will be eligible for the retirement benefits.
- f. The Board will not be obligated to pay a penalty imposed by TRS due to the teacher's salary exceeding the TRS cap if the teacher retires anytime after submitting his/her letter of retirement. For example, a teacher who received a salary increase greater than 6% in the three years prior to the year the retirement benefits provided under this Section would begin would not be eligible for the retirement benefits.
- g. The teacher shall not have received a retirement benefit pursuant to a prior collective bargaining agreement.
- h. The teacher shall provide the Cooperative with any necessary documentation to verify retirement eligibility. (i.e. verification of credit of parochial experience, out of state experience, military credit, etc.)

## **12.2 Retirement Benefits**

In each year that benefits are received under this program, the teacher shall receive a two thousand dollars [\$2,000] (pro-rated for part-time staff) bonus to be added to his or her salary each year or an increase of no more than six percent (6%) in the teacher's creditable earnings over the prior year's total TRS creditable earnings from the teachers' salary as set forth on the salary schedule, whichever is less, for a period up to a maximum of four years.

- a. The teacher will remain on the salary schedule and receive the difference between their salary and a six percent (6%) increase in the prior year's creditable earnings or \$2,000 (pro-rated for part-time staff) during the school year, whichever is less, for each year up to four (4) years (i.e., four year notice, six percent (6%) for four years, three year notice, six percent (6%) for three years, two year notice, six percent (6%) for two years, one year notice, six percent (6%) for one year).
- b. A teacher under this retirement program will not be able to earn more than six percent (6%) of the previous year's total TRS creditable earnings, regardless of assignment or possible movement on either the salary schedule or extra duty schedule.
- c. To the extent that the retirement benefits described under this Section shall cause the Board to pay additional penalties to TRS, the Board shall have the right to reduce the payment of such benefits so that the Board will not incur such penalties.

- d. If the teacher has begun receiving retirement benefits under this Section, but retires or otherwise is separated from service with the District prior to the date listed in the irrevocable letter of resignation, benefits provided under this Section shall cease immediately and the teacher shall not be eligible for any retirement benefits provided under this Section.
- e. In the event, due to circumstance changes, an employee is able to invoke the TRS Early Retirement Option (ERO) (even post retirement date) any retirement incentives paid by the board will be reimbursed to the Cooperative in the same time frame the money was earned.

## **ARTICLE 13**

### **MENTORING**

#### **13.1 Mentoring Agreement**

All new certified staff will be assigned a mentor for the first year of employment, utilizing the Cooperative Mentoring Program Guidelines. Mentors will be volunteer assignments and will be paid \$300.00 per mentee assigned. Documentation will be maintained by the Mentor and Mentee and will be confidential.

(Note: Monetary payment in this category is subject to the 6% cap if used in conjunction with the Retirement incentive section)

## **ARTICLE 14**

### **ARTICLE OF AGREEMENT**

#### **14.1 Mid-term Contract Negotiation Openers**

The contract may be reopened due to impacts from:

1. Education Reform Legislation
2. Teacher Retirement System/Pension Legislative Changes
3. Health Insurance Bidding/Plan Revision

# ARTICLE 15

## DURATION

This Agreement shall be in effect from the present until August, 2013.

\_\_\_\_\_  
President Date Board

\_\_\_\_\_  
Secretary Date

\_\_\_\_\_  
Winnebago County Special Education Cooperative Date  
Chief Negotiator

\_\_\_\_\_  
Winnebago County Special Education Cooperative Date  
Chief Negotiator  
Teachers' Association/Rockton Teachers' Association/IEA-NEA