

COLLECTIVE BARGAINING AGREEMENT

between the

EXECUTIVE BOARD OF
EXCEPTIONAL CHILDREN HAVE OPPORTUNITIES

&

EXCEPTIONAL CHILDREN HAVE OPPORTUNITIES
EMPLOYEE ASSOCIATION IEA/NEA

2007 – 2012

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PREAMBLE

As a general principle, it is agreed the Board and the Association recognize that the attainment of the objectives of the educational programs at ECHO depends upon the mutual understanding and cooperation among the Board, the Director, the Supervisors and Administrators and the bargaining unit members. To this end, it is recognized that free and open exchange of views is desirable and necessary, with both parties participating in discussion that leads to determination of matters of mutual concern. It is recognized that the ultimate legal and financial decision making responsibility lies with the Board and cannot be delegated. However, it is the intent of both parties that all discussions and conferences growing out of this Agreement be held in an atmosphere of good faith, confidence and mutual respect.

It is also recognized that teaching is a profession requiring specialized educational qualifications and that the success of ECHO's educational programs depends upon the maximum utilization of teachers who are reasonably well satisfied with the conditions under which their services are rendered. Shared decision making and joint problem solving at the program level provide employees with a measure of involvement which adds dignity and worth to their employment and subsequently serves to improve performance.

This Preamble is not subject to the grievance procedure.

ARTICLE I

RECOGNITION AND FAIR SHARE

1-1 RECOGNITION

The Executive Board of Exceptional Children Have Opportunities (ECHO), Cook County, Illinois, hereinafter "Employer", "District", or "Board", hereby recognizes the Exceptional Children Have Opportunities Employee Association (ECHOEA)/IEA-NEA, hereinafter the "Association", as the sole and exclusive bargaining representative for all regularly employed ECHO personnel employed in a position for which certification is required under Article 21 of the Illinois School Code; and individuals employed in a position for which a minimum of a four-year degree from an accredited college or university is required; and individuals holding positions which require licensure such as certified occupational therapy assistant, physical therapy assistant; and non-certified nurse, and interpreter for the deaf holding a certificate issued by the Registry of Interpreters for the Deaf, or meeting such other criteria as required in 23 Illinois Administration Code, Section 25.550 ; and dean with certification; excluding the Executive Director, Assistant Directors, Principals, Associate Principals, Assistant Principals, Supervisors, managerial employees, employees who hold a Substitute Teaching Certificate and confidential employees as defined under the Illinois Educational Labor Relations Act.

The term "bargaining unit member", or "employee", when used hereinafter in the Agreement shall refer to all employees represented by the ECHOEA/IEA-NEA in the bargaining unit as above defined. The term "Employer", "Board", or "District" when used hereinafter in this Agreement shall refer to the Executive Board or its administrative agents.

All newly created positions with job descriptions shall be forwarded to the Association in writing prior to posting pursuant to Section 3-4.A. of this Agreement.

1-2 FAIR SHARE AGREEMENT

- A. Each bargaining unit member hired after March 15, 1990, 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 fair share fees to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- B. 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 the fair share fee from the wages of the non-member.

- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. 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, objects to the payment of fair share fees to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association Policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- E. In the event of any legal action against the Employer, its members, its agents, and/or its employees, brought in a court or 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:
 - 1. The Employer gives immediate notice of such action in writing to the Association and permits the Association to intervene as a party if it so desires, and
 - 2. 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.
- F. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer, its members, its agents and its employees, from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
- G. 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 or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION AND THE BOARD

2-1 ORGANIZATION

Members of the bargaining unit shall have the right to organize or not to organize, to join or not to join, to assist or refrain from assisting professional employees' associations, to participate or not to participate in professional negotiations with the Board through representatives of their own choosing, and engage in other activities not prohibited by law, individually, or in concert for the purpose of establishing, maintaining, protecting, or improving the conditions of professional services and the educational program.

This section shall not be subject to the grievance procedure.

2-2 CONTRACTS

The Board will not issue individual employee contracts to employees holding bargaining unit positions that contain terms inconsistent with the terms of this Agreement.

2-3 USE OF BUILDINGS FOR ASSOCIATION BUSINESS

The Association and its representatives shall have the right to use the facilities exclusively used to house ECHO programs for meetings and to transact official Association business at all reasonable times outside the normal work day provided that such business does not interfere with or interrupt normal school operations or other prior scheduled use and provided that when special custodial or other services are required as a result of such use, the Board may make a reasonable charge. The Association shall submit a request to the Director or his/her designee within a reasonable period of time prior to such contemplated use. The Association shall defend, indemnify and hold harmless ECHO, its members, its agents, and its employees against any and all liability arising out of such use. The Association assumes liability for any and all damage to the facilities exclusively used to house ECHO programs resulting from such use. Such use shall be subject to reasonable rules and regulations promulgated by the Board and the policies of ECHO relating to building use.

Building representatives may call site-based meetings during duty-free lunch time or outside of the normal work day not to exceed thirty (30) minutes in duration. The site-based meetings will be attended only by staff assigned to that site, the President of the Association, his/her designee, and/or the Association Board members. The

Association and its representatives shall have the right to conduct site-based business only in the space that is exclusively leased by ECHO programs. All provisions contained in the preceding paragraph pertaining to Association use of the facilities exclusively used to house ECHO programs shall be applicable to such site-based meetings.

2-4 USE OF EQUIPMENT AND EMPLOYEE MAILBOXES FOR ASSOCIATION BUSINESS

If approved by ECHO administration, the Association shall be allowed reasonable use of ECHO photocopying equipment and fax machine at reasonable times when such equipment is not otherwise in use. The Association shall pay all costs associated therewith by submitting a check for usage each year by May 31 at the rate of (10) cents per page. Requests to use such equipment shall be made in advance to the administrative staff responsible for such equipment. The Association shall also be allowed reasonable use of employee mailboxes and the ECHO interoffice mail system. The Association shall provide two school days' prior written notice to Administration for a mailing to all bargaining unit members.

The Board shall make available space for the Association's files and for operation of the Association's computer.

The Association shall be allowed reasonable use of telephones provided that such use shall not conflict or interfere with the employee's performance of his/her duties. The Association shall be allowed reasonable use of computers and technical equipment at worksites when such computers and technical equipment are available for use by teachers.

2-5 BOARD MEETINGS

- A. The Association President or his/her designee shall have the right to attend all ECHO Executive Board meetings held in open session. The Association President or his/her designee shall have the right to address the Board during the audience participation portion of the ECHO Executive Board meeting in addition to times to be determined by the Director or his/her designee. Association leave will be used to attend these meetings. The Association President or his/her designee shall give the Director three (3) days written notice of his/her intention to address the Board and the topic to be addressed.
- B. Any Association member wishing to attend a Board meeting shall do so using personal leave.

2-6 INFORMATION

The Board agrees to work in good faith with the Association to make available for reproduction to the Association, upon written request, all available public non-confidential information already compiled concerning the financial resources of the Cooperative, such as, but not limited to, annual financial reports and audits, annual budgets, insurance reports, agenda, and minutes of all open session Board meetings after approval by the Administrative District, and treasurer's reports.

The Board may assess the Association a reasonable charge for copying expenses for materials other than Board agenda and minutes at a cost not to exceed 10 cents per page.

Nothing herein shall require the Board administrative and clerical staff to research, reformat or create information.

2-7 EMPLOYEE LISTS AND ASSOCIATION OFFICIALS

The Director shall provide the Association President or his/her designee with the following current information about all bargaining members by September 15 and March 15 of each year:

Name	Program	Job Title
Address	Site/Location	Full Time or % Part Time status

When a new employee is hired after the start of the school year, the above information, plus the employee's start date, shall be provided to the Association President or his/her designee within seven (7) working days of the date the employment contract is signed.

The Association shall notify the Director in writing by September 15 of each school year and subsequent to any change thereafter, of the identity of officers of the Association and the building representatives/program representatives for each ECHO program site.

2-8 PERSONNEL FILES

- A. There shall be only one (1) official personnel file for each employee. Prior to any material being placed in any employee's file a copy of such material shall be provided the employee unless such material is exempt from inspection under the Illinois Personnel Records Act.
- B. Any material relating to any employee's conduct, service, character, or personality to be placed in his/her personnel file, shall be acknowledged by the

employee by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown material and does not necessarily indicate agreement with its contents. All such material shall be placed in the employee's file within 30 days of receipt of same.

- C. Each employee shall have the right to review the contents except those materials which, by law, are confidential of his/her personnel file and can obtain copies of materials upon payment of a reasonable fee for copying costs not to exceed 10 cents per page. Requests to review a personnel file shall be submitted in writing to the Director or his/her designee. Such review shall take place at a mutually agreeable time not to exceed seven (7) business days of the written request, unless extended under the Personnel Record Review Act.
- D. At the employee's request, a representative of his/her choice may accompany the employee in this review.
- E. Any employee shall have the right to attach a written response to any material in his/her file.

2-9 MEETINGS WITH THE DIRECTOR

- A. The Association President or his/her designee shall meet on a monthly basis during the school term at mutually agreeable times with the Director and/or his/her designee to discuss mutual concerns.
- B. An Association committee shall meet on a quarterly basis during the school term at mutually agreeable times with the Director and/or members of the administrative team to discuss mutual concerns.

2-10 SENIORITY

- A. Definition - Seniority is the length of a tenured employee's continuous full-time service in a position for which certification is required, within one or more of the particular programs as listed below. For those employees who begin services on the first date their programs operate, seniority shall be calculated as August 1 of that school calendar year. For those employees who are hired after the first date of program operation, seniority shall be calculated starting on the date of hire. Part-time certificated employees who have entered into contractual continued service (tenure) accrue seniority on a pro rata basis (calculated on a 180-day school year) within the program to which they are assigned. Part-time certificated employees who have not entered into contractual continued service (tenure) do not accrue seniority within the meaning of this Section. Full-time

non-certificated employees accrue seniority pursuant to Section 10-23.5 of the School Code within their category of position within the program to which they are assigned. Part-time non-certificated employees accrue seniority pursuant to Section 10-23.5 of the School Code on a pro rata basis (calculated on a 180-day school year) within their category of position within the program to which they are assigned. Any full-time employee whose present assignment is split between two or more programs shall accrue seniority in each program, as if assigned on a full-time basis.

An employee who transfers from a program listed below to a full-time position in another listed program will carry his/her seniority forward to the new program. Thereafter, the employee will retain his/her then current seniority in the former program and earn additional seniority in the new program.

ECHO programs for purposes of seniority calculation shall be categorized as follows:

1. ECHO School, ABLE, ECHO Satellite and Physically Health Impaired Programs.
2. PACE, AFL, BD/ED/ Alternate Programs
3. Early Childhood Programs
4. Communication Development Program
5. Deaf and Hard of Hearing Programs
6. Visually Impaired Programs
7. District Assignment Program

If there is a reduction in force in the number of bargaining unit employees in a particular program, the least senior tenured employee(s) in the affected program shall be laid off first. However, in the event that the employee has accrued seniority in any of the other programs listed above, he/she shall be entitled to "bump" into a position in that program(s) held by a non-tenured or less senior tenured employee provided that he/she is legally certified and qualified for the position at the time of the reduction in force. When more than one "bumping" option is available, the Director or his/her designee shall decide which position shall be filled by the more senior employee.

In the event a tenured employee is removed or dismissed because of a decrease in the number of employees employed by the Cooperative, or because of a discontinuance of a particular type of service, and if the Board in the following school term, or within one (1) calendar year from the beginning of the following school term, has any vacancies, the positions thereby become available shall be tendered to tenured employees so removed or dismissed so far as they are

legally qualified to hold such positions. Employees eligible for recall will be recalled in the reverse order in which they were removed or dismissed. The offer of recall will be tendered to eligible employees by certified mail, return receipt requested, sent to the employees' last known addresses as listed with the ECHO Joint Agreement Office. A copy of any such recall offer will also be sent to the Association president at the time of recall. In the event the employee(s) does not respond to such offer of recall to the employee within five (5) business days of receipt of the offer the employee shall be deemed to have forfeited his/her recall rights, the position(s) offered will be deemed vacant and the Board may fill such position(s) at its discretion.

- B. Maintaining and Distributing Seniority Lists – The employer shall prepare, maintain, and post the seniority lists for both certified and non-certified bargaining unit members. The initial seniority list shall be prepared and distributed to all employees within thirty (30) workdays after the effective date of this Agreement, with revisions and updates prepared and distributed by no later than November 15 annually and when the need arises. A copy of the seniority list and subsequent revisions shall be furnished to the Association President. Any objections to an employee's placement on the seniority list shall be submitted in writing to the Director no later than December 15, or such objections shall be deemed waived for the remainder of time that seniority list remains in effect.
- C. Development of Seniority Lists – Seniority lists shall include names of all employees and administrators and their certifications in seniority order, listing the number of years experience in each ECHO program.
- D. Loss of Seniority – Loss of seniority shall occur based on the following:
 - 1. Resignation
 - 2. Dismissal for Cause
 - 3. Retirement
 - 4. Reduction-in-force without recall
- E. Suspension of Seniority – Seniority is retained but shall not accrue during unpaid leave of absence and reduction in force with recall.
- F. Accrual of Seniority – Seniority shall continue to accrue during paid leave of absence provided the employee has worked more than ninety (90) days during the year in which the leave took place.
- G. Breaking of Ties – In the event that more than one (1) individual bargaining unit

member has the same starting date, position on the seniority list shall be determined by the Director or his/her designee based on the employee's degree and educational experience.

2-11 STRIKES

- A. During the term of this Agreement the Association and members of the bargaining unit shall not engage in or encourage any strike, walkout, interruption of teaching services, or similar concerted activity.
- B. District Strikes - Should any member of the bargaining unit be assigned to work full time in an instructional program housed in a district school building and the employees of said district are engaged in a work stoppage or strike, the ECHO employee shall not be required to perform ECHO activities at the district school building during the strike. ECHO will cancel its instructional programs during a strike of a school district where an ECHO instructional program is housed and resume ECHO activities that follow the revised calendar of the striking school district upon settlement of the strike. Should any member of the bargaining unit be assigned to work less than full-time in a school district building or facility and the employees of said school district are engaged in a work stoppage or strike, where feasible, the ECHO employees may be reassigned to perform ECHO activities and will follow their established ECHO calendar.

2-12 BOARD AGENDA AND MINUTES

The Board shall provide the Association President or his/her designee with the agenda for each Executive Board meeting as well as a copy of the approved open session minutes and published closed session minutes at the time they are approved by the Administrative District. Upon request, the Director will discuss/clarify Board agenda items with the Association President or his/her designee prior to the Executive Board meeting.

2-13 PROTECTION OF AN EMPLOYEE

- A. Assault/Battery - Any case of assault and/or battery upon an employee while in the course of employment shall be promptly reported to the Administration. The employee and any witnesses shall complete an incident report. An employee may file a report/charges with the appropriate local law enforcement agency, ECHO will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement.

- B. Threats by students – In the event that a student makes a threat of physical injury against an employee, the Administration will meet with the employee reporting the threat at the employee’s request. The employee and any witnesses shall complete an incident report. An employee may file a report/charges with the appropriate local law enforcement agency. ECHO will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement.

- C. Locked storage – All employees shall be provided a locked area in their building or classroom to store personal belongings.

- D. Reimbursement for theft - The Board will reimburse employees up to one hundred dollars (\$100.00) for the financial loss incurred as a result of the theft of personal equipment providing the affected employee files a police incident report and the following provisions are met:
 - 1. prior notice and written approval of the supervisor has been obtained for the use of said equipment; and

 - 2. loss is the result of a forced entry into the area where the equipment was locked.

ARTICLE III

ASSIGNMENTS, EVALUATIONS, VACANCIES, TRANSFERS AND PROMOTIONS

3-1 EMPLOYEE ASSIGNMENT

- A. All bargaining unit members shall be given written notice of their site assignments, specific job assignments, class assignments and program calendars for the forthcoming year as soon as possible, and except in cases of emergency, in writing thirty (30) days prior to the start of the school year.
- B. Ordinarily, no changes in an employee's assignment may be made later than August 15. In the case of an involuntary change after August 15, the employee affected shall be notified in writing within five (5) business days of the knowledge of such a change and, upon the request of the employee, the changes shall be promptly reviewed between the Director or his/her representative and the employee affected. The employee may have a representative present for the purpose of contract monitoring. Upon request within five (5) business days of the notification of the change, any employee affected by an involuntary transfer shall have the option to be released from his/her contract.
- C. When assigned to more than one Program, consideration will be given to caseload, travel time, and professional guidelines when preparing the employee's schedule. Coordination of the schedule will be the responsibility of one Supervisor, who will also provide the direct supervision of the employee.

3-2 EMPLOYEE EVALUATION

Within the first thirty (30) school days of each school term, the administrator shall meet with the employees to be evaluated that school year and acquaint them with the ECHO Staff Evaluation Manual. The manual shall include evaluation procedures, standards, and instruments, including a Professional Growth Plan. The Professional Growth Plan is an evaluation option for tenured employees only, when determined by the administrator. Additionally, the administrator shall determine the method of observation to be used. At this time, staff members shall be informed as to who shall observe and evaluate performance. The administrator shall inform staff that their performance is considered to be under continuous observation.

Formal written evaluation for the improvement of instruction and determination of employment status shall be conducted throughout the school term from mid-September through May 1, subject to the following:

Non-tenured employees – At least once during each of the four (4) probationary years, one (1) written evaluation will be completed during the school term by April 1, and will include a recommendation for reemployment or for termination.

Tenured employees – One (1) written evaluation will be completed at least once every two (2) years. A tenured employee who receives a written evaluation with an overall rating of "Unsatisfactory" shall be given the written evaluation at the final post-observation conference and shall be informed that a Remediation Plan will be developed and presented to him/her within thirty (30) calendar days of the conference. Said Plan shall be implemented in conformance with the requirements of Illinois law.

Each written evaluation shall be preceded by at least one (1) observation cycle. The employee will be notified of the date and time of the first pre-observation conference during a school year. Observation cycles consist of the following:

- 1) a pre-observation conference to discuss methods of observation, to determine a mutually agreed upon time and date for the performance observation and to inform the employee of the method of observation to be used.
- 2) at least one performance observation of the employee performing his/her regularly assigned duties within ten (10) school days of the pre-observation conference;
- 3) a post-observation conference within ten (10) school days of the observation(s). Each performance observation shall include at least one of the following:
 - a) Observation of assigned duties
 - b) Classroom observations
 - c) Observation of performance at meetings
 - d) Review of professional growth plans
 - e) Review of professional growth projects

A copy of each written evaluation shall be signed by both parties and shall be given to the employee prior to being placed in the employee's personnel file. The employee's signature shall not indicate agreement with the contents, but merely shall indicate receipt thereof. Any employee may attach a statement in rebuttal to the evaluation for enclosure in his/her personnel file.

Neither the Association nor an employee shall be allowed to grieve the employee's evaluation ranking or the content of the evaluation.

When the evaluation plan is redesigned, such revisions shall be made in consultation with

the Association. An evaluation advisory committee consisting of equal representation by Administration and Association members will be created. A minimum of two (2) members will be appointed each by the Administration and Association. This group will establish a regular meeting schedule and will be chaired by the member of the committee elected at the first committee meeting. The purpose of the committee is to study and advise the Administration and the Association regarding the evaluation procedures, standards and instruments.

3-3 EMPLOYEE DISCIPLINE

- A. No employee shall be disciplined, reprimanded, suspended, reduced in rank, docked or have their assignment changed without cause. Only discipline resulting in suspension without pay of more than two (2) working days shall be subject to the arbitration provisions of the grievance procedure.
- B. The Board, the Director or his/her designee, may progressively discipline an employee through oral reprimands, written reprimands, suspension with or without pay, reduction in rank, docking, or a change in assignment.
- C. ECHO recognizes the use of progressive discipline where appropriate provided that nothing in this section shall require the Board or Director, or his/her designee, to exhaust any or all of the foregoing disciplinary actions when the action(s) of an employee necessitates immediate disciplinary action.
- D. An employee may have a representative of the Association present at any meeting which the employee reasonably believes may result in disciplinary action being taken.
- E. A suspended employee found not to have engaged in the alleged actions shall be reinstated with full back-pay and any other benefits lost as a result of the suspension.

3-4 VACANCIES, TRANSFERS, PROMOTIONS AND RESIGNATIONS

- A. VACANCIES
 - 1. Definition - a vacancy occurs whenever a current or newly-created bargaining unit position exists and cannot be filled during any applicable recall period by tenured employees who have been Reduced in Force ("Riffed").
 - 2. All vacant positions, newly-created or current, shall be published in the following manner: a notice of certified staff vacancy shall be sent to each ECHO site where one (1) or more employees are based and will be posted in the ECHO Joint Agreement office. The notice will contain certification

requirements for the position, salary information, and the name of the person to contact regarding the position. A copy of such notices shall also be sent directly to the Association President. All such positions will be posted for ten (10) school days before a permanent hiring decision is made but may be filled on a temporary basis prior to that date. However, vacancies or newly created positions occurring within ten (10) school days prior to the first full day of staff attendance at the site of the vacancy or five school days after the first full day of attendance do not require posting for ten (10) school days before a permanent hiring decision is made.

3. Staff members interested in transfers to other programs shall notify the current and transferee Program Administration and the Director in writing. During the summer months, as a vacant position is posted, a copy will also be sent to the Association President. Except as provided in A.2 above, all such positions will be held open for ten (10) business days after mailing.
4. It is agreed that those presently employed who are appropriately certified and have applied for such positions shall be given consideration.

B. NON-PROMOTIONAL TRANSFERS - INVOLUNTARY

An involuntary transfer occurs whenever a bargaining unit employee is involuntarily transferred from one building site to another.

1. Upon his or her request, any employee required to make an involuntary transfer shall be provided a conference with his/her supervisor to discuss the rationale for the transfer.
2. An employee involuntarily transferred after August 15 shall be notified in writing within five (5) business days of the decision with reasons for making such a change and a copy will be forwarded to the Association President.

At the request of the employee affected, the changes shall be reviewed between the Director or his/her designee and the employee. The employee may select a representative for this review.

In the event of any disagreement as to the need of such a change in assignment, the employee may be released from his/her contract.

C. PROMOTIONS

1. Definition - Promotional positions are defined as positions of

administrative/supervisory responsibility that require appropriate certification.

2. All vacancies in promotional positions shall be posted at each ECHO site where one (1) or more employees are based and in the ECHO Joint Agreement office. Copies of such vacancies shall be sent directly to the Association President.

D. RESIGNATIONS

All employees resigning shall give two (2) weeks' prior notice in writing to the Joint Agreement Director. When a resignation is initiated by an employee less than thirty (30) days prior to the beginning of the school term or during the school term for reasons other than extenuating circumstances, the resigning employee shall pay ECHO five hundred dollars (\$500.00) and the Board shall release the employee from his/her contract. If the resigning employee continues his/her employment for thirty (30) workdays following the date of the submission of the resignation or the employee continues his/her employment until a satisfactory replacement has been hired, the Board shall release the employee from his/her contract without payment of the five hundred dollars (\$500.00).

3-5 ADMINISTRATIVE EVALUATIONS

All bargaining unit members shall have the right and opportunity to provide input in the evaluation of their immediate supervisor once per year according to current administrative evaluation procedures.

ARTICLE IV

LEAVES

4-1 FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Executive Board, acting through the Executive Director, will grant eligible teachers unpaid family and medical leave of absence under the following terms and conditions. Except as stated below, teachers will not receive salary during this leave of absence.

A. Definitions

1. "Eligible teacher" means a teacher who has been employed in a full-time capacity with the Board for at least one year and has at least 1,250 hours of service with the Board during the previous year. To determine hours of service for eligibility purposes, the number of days of service reported to the Illinois Teachers' Retirement System shall be multiplied by 7 hours per day. If two eligible teachers are spouses employed by the Board, they shall be limited to a combined total of twelve (12) work weeks of leave during any twelve-month period if the leave is taken:
 - (a) for birth of the eligible teacher's son or daughter or to care for the child after birth;
 - (b) for placement of a son or daughter with the eligible teacher for adoption or foster care, or to care for the child after placement; or
 - (c) to care for the eligible teacher's spouse, son, daughter, or parent with a serious health condition; or
 - (d) because of a serious health condition that makes the employee unable to perform the function of the employee's job.
2. Other terms shall be defined as defined in the Family and Medical Leave Act (29 U.S.C. 2601 et seq.) and rules and regulations as promulgated by the United States Department of Labor.

B. Types of Family and Medical Leave

1. Parental Leave - Leave taken in connection with the birth of a child or the placement of a child with an eligible teacher for adoption or foster care. Any parental leave must be completed within twelve (12) months of the

child's birth or placement.

2. Family Medical Leave - Leave taken to care for a son, daughter, spouse, or parent with a serious health condition.
3. Personal Medical Leave - Leave taken because the eligible teacher is unable to perform the functions of his or her job due to the employee's own serious health condition.

C. Duration and Scheduling of Leaves

1. Eligible teachers may take up to twelve (12) work weeks of family and medical leave in a twelve-month period. For the purpose of this leave section, a twelve-month period shall be defined as the twelve-month period measured forward from the date any teacher's first FMLA leave begins.
2. Leave may be taken:
 - (a) In a single period not exceeding 12 work weeks;
 - (b) Intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. It may also be taken to provide care or psychological comfort to an immediate family member with a serious health condition.
3. The following limitations on the scheduling of leave are designed to reduce any disruption of the educational process:
 - (a) If an eligible teacher requests an intermittent or reduced schedule leave which is foreseeable based on planned medical treatment and which would cause the teacher to be on leave for more than twenty (20) percent of the teacher's total number of working days over the period of the leave, the teacher may be required to choose either to take a full time leave for a specific period not exceeding the duration of the planned treatment or temporarily transfer to an available equivalent position with equivalent pay and benefits, which better accommodates the recurring periods of leave;
 - (b) If an eligible teacher takes a leave of at least three (3) weeks which

begins more than five (5) weeks before the end of a semester, and if the teacher would otherwise return to work during the last three (3) weeks of the semester, the teacher may be required to remain on leave through the end of the semester;

- (c) If an eligible teacher takes a leave of more than two (2) weeks for a reason other than the teacher's own serious health condition, and if the leave commences during the last five (5) weeks of the semester and would otherwise end during the last two (2) weeks of the semester, the teacher may be required to remain on leave until the end of the semester;
- (d) If an eligible teacher takes a leave for a reason other than the teacher's own serious health condition which begins less than three (3) weeks before the end of the semester, and if the leave will last more than five (5) days, the teacher may be required to remain on leave until the end of the semester.

D. Employee Notice of Leave

1. An eligible teacher requesting family or medical leave must provide notice to the Executive Director as soon as practicable. Where the need for leave is foreseeable, such as leave taken for the birth of a child or placement for adoption or foster care or planned medical treatment, the teacher must provide at least thirty (30) days advance notice. In the event the teacher fails to provide at least thirty (30) days advance notice for a foreseeable leave, the start of the teacher's leave may be delayed until thirty (30) days after notice is provided.
2. In the case of a request for intermittent or reduced schedule leave, or leave for planned medical treatment, the teacher shall make every reasonable effort to schedule the leave so as not to unduly disrupt ECHO's operations.
3. In the case of an emergency, verified by a doctor, notice restrictions will be waived.

E. Medical Leave Certification

1. In requesting a leave, an eligible teacher will provide sufficient information to demonstrate that the leave qualifies under the FMLA and this section.

2. In the case of a request for a medical leave, the teacher shall provide, within thirty (30) days of the Executive Director's request, a medical certification, in the form attached as Appendix C, from the health care provider of the teacher or the teacher's ill family member, stating the reasons why the leave is necessary because of the teacher's serious health condition or the need to care for a family member with a serious health condition.
3. For the purposes of this section only, a serious health condition is an illness, injury, impairment or physical or mental condition that involves:
 - (a) In-patient care in a hospital, hospice, or residential medical facility, or any subsequent treatment in connection with such inpatient care; or
 - (b) Continuing treatment by a health care provider which includes any one or more of the following:
 - (1) A period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - (A) Treatment two or more times by a health care provider; or
 - (B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment.
 - (2) Any period of incapacity due to pregnancy, or for prenatal care.
 - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
 - (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective but which requires continuing supervision by a health care provider.
 - (5) Any period of absence to receive treatments, including any period of recovery from such treatments, by a health care provider, either for restorative surgery after an accident or

other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

4. The Board, at its expense, may require a teacher to obtain a second medical opinion from a health care provider with whom the Board does not contract or regularly utilize concerning the necessity of the family medical or personal medical leave.

When the second opinion conflicts with the first, the Board, at its expense, may require a third opinion from a health care provider approved jointly by the employee and the Executive Director.

5. Teachers who do not provide proper medical certification may be denied requested leave.

F. Compensation and Benefits

1. At the election of the eligible teacher, a teacher requesting FMLA leave for family or personal medical leave, or parental leave, may also use accrued paid personal and sick leave. If such election is made by the eligible teacher, and after all elected accrued paid personal or sick days have been expended, the Board shall grant any necessary additional unpaid leave so that the total of available Family and Medical Leave equals (12) weeks.
2. A teacher on family or medical leave will continue to be covered under ECHO's life, health and dental insurance plans and will receive any other insurance benefits under the same terms as if the teacher had been continuously working during the leave period. The continuation of benefits pursuant to this policy ends on the effective date of the notification to the Executive Director of his or her intent not to return to work, when the teacher fails to return to work on the scheduled date unless an emergency exists preventing such a return, or if the teacher exhausts his or her family medical leave rights. A teacher who fails to return to work without good cause shown, shall be required to repay the cost of all insurance benefits provided during the leave.

G. Employment Status

1. An eligible teacher returning from Family and Medical Leave shall be restored to the same position the teacher held when the leave commenced, or to an equivalent position with equivalent benefits, pay, and other

conditions of employment. Step movement by eligible teachers who take leave pursuant to this Section shall be according to Board policy or practice; benefits likewise shall be as provided by Board policy or practice.

2. A teacher on leave must report every thirty (30) days on his or her status and intention to return to work and, in the case of a medical leave, provide periodic recertification by a health care provider.

4-2 PARENTAL/CHILD-REARING LEAVE

A tenured employee shall be granted parental leave without pay or other benefits except those required by the Family and Medical Leave Act subject to the following conditions:

- A. Application for child rearing leave shall be made in writing to the Director at least ninety (90) calendar days before the proposed commencement of such leave.
- B. The employee and the Director or designee shall mutually determine the commencement and termination of the leave. The leave shall not exceed the balance of the school year in which it commences and up to one additional school year.
- C. Sick leave shall not be applicable during the period of child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to active employment in ECHO.
- D. When a leave has been granted under this paragraph, tenure shall not be interrupted. The employee shall continue to accrue seniority during the term of the leave provided the employee worked in excess of ninety (90) days during the year in which the leave took place.
- E. With the consent of the insurance carrier, the employee may maintain medical insurance by making timely payments of all premiums to the ECHO Joint Agreement Administrative Office or elsewhere as may be directed.
- F. Any employee on parental leave of absence shall notify the Director in writing by March 1 (unless the leave begins after March 1, in which case the employee shall notify the Director by July 1) of his/her desire to return to employment the following school year. If such notice is not given by the designated date, the employee shall be deemed to have resigned. If the leave is for the first half of the school year only, the employee shall notify the Director by November 15 of his/her intention to return at the beginning of the second semester, or at least

sixty (60) calendar days prior to the expected date of return if the employee serves in a program not utilizing a semester calendar.

- G. Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Director in writing upon the latter of the initiation of the legal proceedings therefore or the employee's acceptance by an adoption agency, whichever shall be applicable. Leave shall be granted upon written notification to the Director of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Director informed of the status of the proceedings and, as soon as known, the expected day of receipt of the child.
- H. An employee granted a leave of absence hereunder shall agree in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the employee agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.
- I. Upon return to employment from leave, the employee shall receive an available assignment consistent with his/her professional preparation, provided that leave status will not exempt the employee from Reduction in Force. Placement in his/her previous assignment is not guaranteed.

4-3 PERSONAL BUSINESS/SICK LEAVE

- A. Personal Business Leave – Each employee employed on a minimum of a .923 full-time equivalency basis shall be entitled to two (2) Personal Business days annually. Employees employed less than .923 full-time equivalency shall be entitled to one (1) calendar day Personal Business day annually. Employees may use said leave to attend those items of pressing personal business or events which cannot be attended to other than during school time in increments of not less than one-quarter (1/4) day. In cases of emergency or unusual circumstances, the Director or his/her designee may determine whether a leave may be granted in either the first or the last week of the school year, or the day immediately prior to or following a school holiday or vacation. Any granting of such leave shall not be deemed to create a precedent or prior practice.
 - 1. Upon forty-eight (48) hours or more notice to the Director or designee, an employee may use any accrued personal leave for purposes as set forth above.
 - 2. Upon less than forty-eight (48) hours notice the Director or designee may determine if such leave will be granted. Any such determination of emergency resulting in a grant of such leave shall not be deemed to create

a precedent or prior practice.

3. If an employee takes personal time without proper notification or approval, the employee may be docked in pay based upon the employee's per diem salary and may be subject to discipline pursuant to Section 3-3 of the Collective Bargaining Agreement.
4. If the leave taken with approval falls outside of the student day, no personal leave time will be charged to the employee for up to four (4) times during a school year.
5. Unused personal business days shall be allowed to accumulate solely for the purpose of increasing each employee's accumulated and unused sick leave.

- B. Sick Leave – Each full-time employee shall be annually entitled to twelve (12) sick days per school year. Each employee employed less than full-time shall be annually entitled to sick leave pro-rated consistent with percentage of time employed in each such year. Sick leave shall be defined as personal illness, maternity, quarantine at home, or illness / death in the immediate family or household.

The immediate family, for the purpose of this Section, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and others with the approval of the Director. For purposes of leave for death in the immediate family, immediate family shall also include aunts, uncles, nieces and nephews.

Unused Sick Leave – Unused sick leave shall accumulate to a limit of three hundred and forty (340) days. Unused personal business days shall be allowed to accumulate as sick leave.

- C. Sick Leave – Maternity – An employee may utilize accumulated sick leave during any period of illness related to a pregnancy and/or related to the delivery of the child. If such employee shall have exhausted accumulated sick leave, the employee shall be granted a leave of absence without pay or other benefits during such period of illness provided, however, that such disability leave shall not exceed one (1) year in duration. Such employee shall return to employment immediately following the termination of such illness. Should the employee not choose to request a leave of absence, the employee may elect to access the Family Medical Leave Act, Section 4-1 of the Collective Bargaining Agreement.
- D. Bereavement Leave – Bereavement leave shall be defined as death in the

immediate family or household. For the purpose of determining eligibility for bereavement leave, the immediate family shall include parents, spouse, siblings, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, aunts, uncles, nieces, nephews, and others with the approval of the Director. Each full time employee shall be entitled to use up to three (3) days of bereavement leave per year. In the case of the death of a child or spouse, an employee may be entitled to two (2) additional days. Total bereavement days per year shall not exceed five (5) days. Employees may be required to provide documentation of death in the immediate family/household in the form of death certificate, funeral home records, death notice or obituary, etc.

If bereavement leave extends past the approved number of days, use of accumulated sick days will be allowed as set forth in subsection B.

4-4 UNPAID LEAVES OF ABSENCE

- A. After four consecutive years of full-time employment with ECHO, an employee may apply for and shall be granted a leave of absence for a period not to exceed one (1) year in length for the purposes listed herein. An employee may not be entitled to more than one such leave in any given school year. No more than three (3) of the employees within an ECHO program (See Programs listed in Section 2-12 .A. of this Agreement) may be granted such leave within a given school year. Such leave may be extended for an additional year with Board approval. All such leaves shall be without pay and benefits, and the absence from employment shall not allow the employee on leave to advance on the salary schedule. The employee shall continue to accrue seniority only if he/she has worked in excess of ninety (90) days in each year during which the leave was taken.
- B. Such leaves may be for purposes of advance study, military service, serving in the General Assembly, or for extended illness, or for other purposes approved by the Board in its sole discretion.
- C. The employee requesting such leave shall apply in writing for the leave with the Director thirty days prior to the Executive Board meeting.
- D. An employee on leave of absence shall notify the Director in writing by March 1 (unless the leave begins after March 1, in which case the employee shall notify the Director by July 1) of their desire to return to employment the following school year. If such notice is not given by the designated date, the employee shall be deemed to have resigned. If the leave is for the first half of the school

year only, the employee shall notify the Director by November 15 of their intention to return at the beginning of the second semester, or at least sixty (60) calendar days prior to the expected date of return if the employee serves in a program not utilizing a semester calendar.

4-5 WORK-RELATED INJURY

An employee who is eligible to receive Illinois Worker's Compensation temporary disability benefits for a period of absence from employment may elect whether to take sick leave benefits or Worker's Compensation benefits during the period of disability. If the employee elects to take a paid sick leave during the period of disability, said employee shall turn over to the Employer the amount of Worker's Compensation benefits received. If the employee elects to take Worker's Compensation benefits during the period of disability, the said employee shall not have any reduction of sick leave credit accrued. An employee who has exhausted his or her sick leave accumulation shall not receive a salary and shall not be required to turn over to the Employer any Worker's Compensation benefits which he or she receives.

If an employee sustains a work-related injury which requires medical treatment during the employee workday on the date of the injury or the following two (2) workdays, the employee will not be charged sick leave or personal leave for time absent for purposes of receiving medical treatment on such days, provided the employee furnishes a physician's certificate that medical treatment during the employee's workday was necessary.

4-6 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to ECHO Executive Board meetings, local, state, or national conferences, or to have members released from duties to conduct Association business with the approval of the Association President, such representatives shall be excused provided that when the conference or Association business conflicts with a previously scheduled school calendar event, such absence shall require prior Director approval. The cost of substitutes shall be borne by the Association. Total leave in each school year for such Association purposes shall not exceed a total of thirteen (13) days or three (3) consecutive days for one (1) individual. Three (3) of the aforementioned days are to be used exclusively for Association Representation at Board meetings. No more than three (3) individuals may utilize Association Leave on the same day. Written request for such leave shall be submitted to the Director at least ten (10) working days in advance and shall identify the employee(s) who will be utilizing such leave.

The term "Association business" shall not include collective bargaining, preparation for collective bargaining, processing and/or preparing for

grievances, arbitrations, unfair labor practice charges and/or any other claims or complaints against ECHO or any other type of advocacy activity.

The attendance of bargaining unit employees providing testimony at hearings related to the arbitration of a grievance or an unfair labor practice charge, the grievant, and up to two (2) Association representatives shall not be considered "Association business" for purposes of the annual total of thirteen (13) Association Leave days. The Association shall bear the cost of substitutes necessary for the attendance of said bargaining unit members at the then-current substitute rate of pay. There will be no reduction in the employee's leave.

4-7 SICK BANK LEAVE

The Board in cooperation with the Association shall establish a sick leave bank subject to the following guidelines:

- A. Employees within their first year of continuous service or Sick Leave Bank enrollment may use a maximum of ten (10) sick bank days. Employees in their second year of continuous service or Sick Leave Bank enrollment may use a maximum of fifteen (15) sick bank days.
- B. The Association President shall appoint three (3) members who will act as a Committee in all matters that concern the policies of the Sick Leave Bank. The Committee will have final administrative responsibility for the Bank.
- C. To be a member of the Sick Leave Bank, employees must donate two (2) sick leave days the first year of membership and one (1) sick leave day thereafter per school year to the Sick Leave Bank by October 15th. Membership in the Sick Leave Bank shall be voluntary and shall continue until the Committee is notified in writing that the employee has withdrawn from the Sick Leave Bank. If an employee decides to terminate their participation in the Sick Leave Bank, they must do so prior to October 15th. The days already donated by said employee shall remain in the Sick Leave Bank.
- D. The employee may not withdraw days from the Sick Leave Bank until the employee's own accrued sick leave has been depleted without pay, and the employee goes three (3) days without pay and a written certificate of illness from a licensed physician has been received by the Committee. The Committee will then consider the application for withdrawal. An employee withdrawing sick leave days from the Bank will not have to replace these days except as a regular yearly contributing member of the Bank. Application for benefits must be made five (5) days prior to docked days.

- E. Withdrawals from the Sick Leave Bank may be made only for the remainder of the school term in which such withdrawal was commenced. However, no employee shall be permitted to withdraw more than sixty (60) days in any school year from the Sick Leave Bank.
- F. If the Sick Leave Bank becomes depleted during any given school year, the Committee may request each contributing member to donate one (1) additional day to the Bank, but no employee shall donate more than two (2) days per year to the Sick Leave Bank, except for the first year membership in the Sick Leave Bank, where maximum donation is three (3) days. The maximum number of days that may accumulate in the Sick Leave Bank is one thousand (1,000) days. In the event the Sick Leave Bank is terminated, the available days will be prorated to the contributing members of the Sick Leave Bank. The Sick Leave Bank shall be terminated only upon unanimous consent of the Committee members.
- G. A teacher shall not hold the Board, Administration, or the Association liable for decisions made by the Committee, Board of Education, Administration, or the Executive Board of the Faculty Association, or their respective designee.
- H. The Association shall have the responsibility for the administration of the Sick Leave Bank and shall report all data as required by the Board for use in administration of individual employees' sick leave accounting.
- I. Nothing in this Section shall be construed as placing any obligation on the Board to contribute, advance or loan additional sick leave days to the Bank should all days be used up in any period or periods of its operation.
- J. The employees shall notify the Employer and Association of their return to work. Any unused sick leave bank days shall be returned to the Sick Leave Bank.
- K. The employer will provide the Association with an annual accounting of Sick Leave Bank days used each school year.
- L. In the event an employee wishes to avail self of sick leave bank for bereavement, he/she may do so using up to three (3) full days consistent with sick leave bank policy.
- M. In the event an employee wishes to avail self of sick leave bank for work related injury, he/she may do so using up to three (3) full days consistent with sick leave bank policy. Said employee shall turn over to the employer the amount of any worker's compensation benefits received for these three (3) days.

ARTICLE V

5-1 EXTENDED SCHOOL YEAR PROGRAMS

- A. Participation in these programs shall be voluntary.

- B. All positions in these programs shall be published annually by June 1. Preference shall be given to present, properly certified, qualified ECHO employees before non-employees outside of the bargaining unit are hired. If a non-employee outside of the bargaining unit is hired instead of a bargaining unit member, the bargaining unit member and Association shall be given an explanation in writing for the hiring decision within ten (10) school days.

- C. In the event travel from one worksite to another is required, the employee shall be entitled to mileage pay at the rate set forth in this Agreement.

- D. Salary for the extended school year and supervision of summer work programs shall be as follows:

Summer 2008	\$30.50/hour
Summer 2009	\$31.50/hour
Summer 2010	\$32.50/hour
Summer 2011	\$33.50/hour
Summer 2012	\$34.50/hour

Employees shall be paid according to the schedule provided at the time the extended school year contract is signed by the employee.

ARTICLE VI

SALARY AND BENEFITS

6-1 SALARY

Salary schedules for each year of this Agreement are attached as Appendix A.

A. Bargaining unit members shall move horizontally on the salary schedule for course work completed provided that:

1. Course work is at the graduate level.
2. Course work is earned at an accredited institution.
3. Course work is earned subsequent to the highest degree earned.

Any bargaining unit member who will be eligible for a horizontal lane change shall provide written notice to the Human Resource Department no later than August 15th.

B. Employees employed in the following positions shall be paid at 100% of the salary schedule in effect: registered physical therapist, occupational therapist registered/licensed, and speech/language pathology paraprofessional.

The position of dean, diagnostician, and transition/rehabilitation facilitator will be paid at 100% of his/her respective lane and step position on the salary schedule plus \$2,600. These employees will be required to work additional hours as directed by administration.

Employees employed in the position of Academy for Learning in-school reassignment teacher will be paid at 100% of his or her respective lane and step position on the salary schedule plus \$1,050. These employees will be required to work daily until the end of student after-school detention responsibilities are fulfilled.

Employees employed in the following positions shall be paid at 95% of the salary schedule in effect: registered nurse holding bachelor's degree.

Employees employed in the following positions shall be paid at 80% of the salary schedule in effect: certified occupational therapy assistant, licensed physical therapist assistant, registered nurse without bachelor's degree, and educational interpreters holding a statement of approval from the State Superintendent of Education as issued under 23 Illinois Administrative Code, Section 25.550.

Employees employed in the following positions shall be paid at 70% of the salary schedule in effect: licensed practical nurse.

- C. Employees employed on a less than full-time basis shall be paid at the applicable percentage rate of the salary schedule in effect, with a pro rata reduction consistent with percentage of full-time equivalency worked.

6-2 EXTRA DUTY PAY

- A. All newly created and vacant extra duty positions will be posted at each ECHO site where one (1) or more employees are based and will be posted in the ECHO Joint Agreement Office. The posting will contain requirements for the position, compensation information and the name of the person to contact regarding the position. Any employee may apply for these duties in writing. Employees shall not be required to accept an extra-duty position.

Bargaining unit members accepting assignments to the extra duty positions listed below shall be paid extra duty pay for specific work performed beyond the work day over and above their regularly assigned duties. Each bargaining unit member receiving extra duty pay shall receive a contract defining duties and a payment schedule for his or her extra duty position. In the event no qualified bargaining unit member applies for a specific extra-duty position, the Board may subcontract such position for a period of one (1) year or less to a person not a member of the bargaining unit. As used herein whether a bargaining unit member is "qualified" or not shall be determined by the Director or designee.

POSITION	ANNUAL EXTRA DUTY PAY School Years: 2007-2008, 2008-2009, 2009-2010	ANNUAL EXTRA DUTY PAY2 School Years: 2010-2011, 2011-2012
Transportation Coordinator	\$1,000	\$1,050
SLPP Supervisor	\$5,000	\$5,250
Site Coordinator	\$1,675	\$1,759
Curriculum Coordinator	\$1,675	\$1,759
PTA/COTA Supervisor	\$1,000	\$1,050
Team Leader	\$900	\$945
Personal & Social Responsibility	\$850	\$893

Coordinator		
Mentor Program		
Coordinator	\$3,500	\$3,675
Mentor (1 Protégé)	\$1,000	\$1,050
Mentor (2 Protégés)	\$1,500	\$1,575
Head Basketball		
Coach	\$1,730	\$1,817
Assistant Basketball		
Coach	\$870	\$914
Other Head Coaches	\$870	\$914
Other Assistant		
Coaches	\$430	\$452

- B. The Board retains the right to offer or not offer any activity listed or any position not listed herein. New positions may be commended with duties and pay as determined by the Board, subject to Section E below.
- C. At any time between contracts for a particular extra-duty position, the Board is entitled to discontinue such position and/or activity. The effect of such action will be to remove such position and/or activity from this Agreement as of July 1. The Board will provide the Association with written notice of a decision to discontinue an extra-duty position within ten (10) days of the decision.
- D. Extra-duty assignments are made for one (1) year.
- E. The Board will notify the Association in the event of a new extra duty position. The Association may serve written notice on the Board of its desire to negotiate the terms and conditions of the same. Negotiations, pursuant to such request, shall commence within a reasonable time. However, nothing shall be deemed to prohibit the Board from instituting such new position or pay activity, pending the outcome of such negotiations. Failure to issue such demand to negotiate within thirty (30) days of notification of such extra duty position will constitute Association acceptance of terms and conditions of such new position and negotiated or not, the new position will become a part of the Agreement and be subject to its provisions.
- F. As determined by the Board, certain employees may be required to work additional days beyond the employee work year to open schools, enroll and register students. Such additional work shall be compensated at the rate of \$150/day through the 2009-2010 school year and \$175/day beginning with the 2010-2011 school year, pro-rated.

- G. Certain employees may be requested to work additional hours beyond the school day for staff development, curriculum development, special projects or student activities as determined by administration. Such additional hours shall be compensated at a rate of \$20/hour through the 2009-2010 school year and \$25/hour beginning with the 2010-2011 school year. If bargaining unit members are not available or suitable to the assignment, as determined by the Director/designee, or if the Board's needs exceed those services provided by available employees, the Board may subcontract at market rate such services from individuals who are not members of the bargaining unit.

6-3 PAYROLL PROCEDURES

- A. All employees shall be paid in person at their designated site unless on an extended leave with pay. The employee may request in writing that his/her paychecks be mailed to the employee's address. Any employee who: (1) desires paychecks to be mailed on a regular basis, or (2) desires paychecks 23, 24, 25, and 26 to be mailed on a bi-weekly basis during the summer, or (3) who is on leave lasting longer than one pay period and wishes to have paychecks mailed, shall provide to the ECHO payroll clerk a self-addressed, stamped envelope for such purpose.
- B. All staff members shall be placed on a twenty-six (26) pay period bi-weekly schedule. ECHO shall provide a copy of the upcoming school year's payroll schedule to the Association President by August 1 of that school year.
- C. Except as noted in section 6-3D, if the regular pay dates during the school year, which shall be bi-weekly, do not fall on a regular work day, employees shall receive their pay on the last workday preceding the regular pay date based on the Board approved ECHO School calendar.
- D. Employees will receive June paychecks (21st and 22nd paychecks) on a bi-weekly schedule that follows the school year's pay schedule regardless of the final staff attendance day. On the 21st payday the Board will pay all employees his/her compensation that would otherwise be paid on the 23rd, 24th, 25th and 26th pay dates; however, for employees whose work year is subject to an early school calendar, the Board may pay compensation for the 23rd, 24th, 25th, and 26th pay dates at the time of the 21st paycheck for other employees.
- E. Each school year, bargaining unit members receiving extra duty pay shall sign a contract defining the duties of the position for which he/she is receiving the extra duty pay and the amount of the extra duty pay to be received. Extra duty pay will be paid in two equal payments; the first payday in December and the first payday in May. Extra duty pay of \$5000 and above will be paid on a bi-

weekly basis starting with the first payday in December and continuing through the 22nd pay.

- F. If an employee chooses, ECHO shall compensate employees placed on the salary schedule by direct deposit of paycheck funds into the banking facility of the employee's choice. The employee shall be responsible for providing the name of the banking institution and account information to the payroll clerk.
- G. ECHO shall compensate twice annually for internal substitution for those employees who submit authorized timesheets by December 1st to be paid on the final payday in December; and by the last attendance day of the employee's school year to be paid on the 22nd paycheck.

6-4 PAYROLL DEDUCTIONS

Voluntary payroll deductions will not be taken out of the last regular paycheck before Thanksgiving and the last regular paycheck of the school year. Beginning with the 2005-2006 contract year, voluntary payroll deductions will be taken out of not more than 22 paychecks. Voluntary payroll deductions will not be taken out of the 23rd through 26th pay dates.

Payroll deductions for the employee's Association dues, and any other deductions permitted by law, shall be made on an authorization form supplied by ECHO. Such authorization shall continue in effect unless revoked in writing by the employee.

Pursuant to such authorization for dues, the Board shall deduct Association dues from each paycheck not to exceed 22 paychecks. Deductions for employees who become members after the first payroll deduction and those determined not to be paying fair share dues shall be so prorated as to complete payments by the last payroll of the current year.

The Association will provide the current dues rates to the payroll clerk by September 15th of each year. If current dues rates and fair share census information are not received by September 15th, ECHO will continue to make deductions using the previous school year's information until updated dues and fair share census information have been received by the Business Office.

6-5 TUITION REIMBURSEMENT

- A. Tuition Reimbursement shall be available to bargaining unit members for semester hours of graduate credit earned from an accredited institution and only after receipt of the Bachelor Degree. The tuition reimbursement shall be paid for

education which maintains or improves job related skills and for coursework necessary for the completion of a graduate degree or additional certification.

It shall not be paid for graduate course work needed to obtain initial certification, licensure or registration necessary to meet minimum requirements of the job assignment presently held by the employee, nor shall it be paid for qualifying an employee for a new trade or business. It shall not be paid for graduate coursework addressed in the ECHO Professional Development Program as long as the ECHO Professional Development Program class is equivalent to the college catalog description.

B. Additional criteria per tuition reimbursement are as follows:

1. The graduate course work must be recommended for approval by the Human Resources Manager and approved by the Joint Agreement Director.
2. Reimbursement for tuition shall be limited to a maximum of nine (9) semester hours in one fiscal year, July 1 through June 30.
3. A course grade of A or B is necessary for reimbursement to be provided.
4. For each school year of this Agreement, tuition will be reimbursed at the following rates:

2007-2008	\$150.00/semester hour
2008-2009	\$160.00/semester hour
2009-2010	\$170.00/semester hour
2010-2011	\$180.00/semester hour
2011-2012	\$190.00/semester hour

5. Reimbursement shall be paid the employee only upon his/her return to ECHO employment the following year. Required paperwork must be submitted by October 15 and reimbursement shall be distributed by November 15.
6. One official transcript shall be provided the Human Resources Manager prior to any payment of reimbursement.
7. The Director or his/her designee must provide written notification of approval or denial within five (5) working days of receipt of request. If the request is denied, the Director or his/her designee must provide a

specific written reason for denial, also within five (5) working days.

- C. Course work should not interfere with the professional responsibilities and obligations that all staff have to students.
- D. The following cap will be established to pay the tuition reimbursement claims. If the amount requested and approved exceeds the cap for that year, a proration procedure will be utilized.

2007 - 2008	\$31,000
2008 - 2009	\$31,000
2009 - 2010	\$31,000
2010 - 2011	\$31,000
2011 - 2012	\$31,000

6-6 INTERNAL SUBSTITUTION

When required by the supervisor, an employee who during the school day becomes responsible for supervising an uncovered class during his/her plan time, or becomes responsible for supervising, at the same time, students in addition to the employee's regularly assigned students, or any certificated personnel who is not normally a classroom teacher (i.e. dean, social worker, school psychologist, nurse, etc.) and must suspend his/her duties shall be compensated at the ECHO substitute rate of \$85.00 a day or the current substitute rate, whichever is greater. The compensation shall be calculated and paid in the following manner:

- A. The per period internal substitution rate shall be calculated by dividing the current daily internal substitution rate by the total number of periods in the school day.
- B. The daily internal substitution rate is multiplied by the actual contact minutes over the potential total daily contact minutes ratio. This will further be divided by the number of internal substitute employees involved.

In the event that a bargaining unit member is required to internally substitute (by the day or by the period) more than ten (10) times, they shall then be compensated at 125% of the current internal substitution rate.

6-7 MILEAGE REIMBURSEMENT

When required by the Board to travel between ECHO locations and during the course of the employee's duties, an ECHO employee shall receive reimbursement for mileage actually incurred at the current rate set by the Internal Revenue Service.

6-8 CERTIFICATE RENEWAL FEE

The Board will pay/reimburse up to \$25.00 per renewal period per employee for renewal of certification and up to \$100.00 for licensure required to perform assigned duties. Employees not eligible for Illinois State Board of Education certification must submit proof of payment for reimbursement.

6-9 RETIREMENT

To recognize the contribution of those employees who have provided long and effective service to students with special needs, the Board provides the following retirement benefit plan.

A. Eligibility

To be eligible to participate in the ECHO Early Retirement Program, an employee must meet the following criteria:

1. Must apply and be eligible for a retirement annuity within six (6) months of the last day of duties;
2. Must have completed at least fifteen (15) consecutive years of full-time employment for ECHO, including final year;
3. For retirement at the end of June 2008 (one-year plan), June 2009 (two year plan) June 2010 (three-year plan) or June 2011 (four-year plan), the employee must submit in writing an irrevocable statement of intent to retire, and request to participate in the ECHO retirement program, to the Director by May 23, 2008.

For all other retirements, the employee must submit in writing an irrevocable statement of intent to retire, and request to participate in the ECHO retirement program, to the Director by May 1 prior to the school year in which benefits are to begin.

The employee's statement of intent shall identify the proposed date of retirement, the retirement program requested, and include the employee's resignation from employment by the Board, effective at the end of the school term consistent with the selected option.

The statement of intent to retire and request to participate in the retirement program shall be contingent upon the Board's approval.

4. Must not require the use of the Modified Early Retirement Option under P.A. 94-0004, or amendments thereto, to retire; and
5. Must retire by June 30, 2012. However, an employee may retire under this retirement program after June 30, 2012 if the employee submits his/her statement of intent to retire by May 1, 2012 and retires by June 30, 2016 under this plan

B. Retirement Benefits

Employees who participate in the ECHO Early Retirement Program shall be eligible for the following:

1. A severance bonus payment following the school year during which the employee's retirement becomes effective in the amount of \$1,500 per year for each year of notice of retirement given by the employee, not to exceed four (4) years.

One-half of the severance payment shall be made between August 1 and September 1 following the last school year of employment. The second half of the severance payment shall be made between January 1 and January 31 following the last school year of employment.

2. For each school year of the employee's plan until the employee's retirement (not later than the end of the 2015-2016 school year), the Board shall provide the employee with a 6% increase in creditable earnings paid under Sections 6.1 and 6.2 of the Agreement, in lieu of being compensated on the salary schedule.

However, in order for the annual increase to include an increase in creditable earnings paid under Sections 6.1 and 6.2, the employee must continue to perform all of such duties for each of the years following the written notice of the election to participate. If the employee does not continue to perform duties not compensated on the Salary Schedule, the amount paid for such duties in the previous school year shall be deducted from the total creditable earnings for that year before the 6% increase is applied.

Once the employee's statement of intent to retire and participation in the retirement program is approved by the Board, the employee shall not

assume duties under Sections 6.1 and 6.2 that were not performed by the employee during the prior school year.

C. No Board-paid Penalty

The Board shall not be required to (1) pay any benefit under Section B that would subject the Board to any additional payment to TRS under P.A. 94-0004, or to IMRF, subsequent amendments to the Pension Code, TRS or IMRF rules; or (2) pay any benefit under Section B if the employee has received an increase in creditable earnings in excess of 6% for any school year used to calculate the employee's pension.

The Board may waive this Section C in its sole discretion, and any such waiver will be nonprecedential in effect.

D. Limitation on Number of Retirees

The number of employees who may be awarded a retirement incentive in any year may be limited at the Board's option to thirty percent (30%) of those eligible, with the right to participate to be allocated among those applying on the basis of seniority in Board employment. In the event of a tie in seniority in Board employment, the order of seniority shall be determined in favor of the employee with the earliest birth date. If an employee is unable to retire in the first year s/he requests a retirement incentive and is ineligible due to the Board's exercise of the thirty percent (30%) option provided in this Section, the employee will have priority to retire at the end of the following school year without losing the retirement incentive.

E. Conditions for Withdrawal of Resignation and from Retirement Program

The employee's statement of intent to retire and request for the approval of a retirement incentive shall be deemed to constitute an irrevocable resignation from employment, effective on the date submitted by the employee once the request is approved by the Board. However, the employee may request to withdraw his/her statement of intent to retire for the following reasons that arise after the Board approval of same:

1. diagnosis of terminal illness of the retiree or his/her spouse, or death of the spouse;
2. total disability of the retiree's spouse;

3. serious illness of a medically and financially dependent child or parent; or
4. legal action for the dissolution of the employee's marriage or for legal separation is filed in court before the date of retirement specified in the teacher's request for retirement incentive.

In any of the above events, the employee will tender a written proposal for the withdrawal of his/her statement of intent to retire and request for retirement incentive. As a condition of the Board's consideration of the request, the employee will agree to a wage deduction that will repay the Board any retirement incentives paid to the teacher to date. Repayment by wage deduction shall be completed within 180 calendar days of the Board's approval of the withdrawal. The Board may accept or deny the request to withdraw the resignation in its discretion, and the Board's acceptance or denial of such request shall not be reviewable under the grievance procedures or precedential in effect.

ARTICLE VII

EMPLOYEE GUARANTEES

7-1 DUTY-FREE LUNCH

Employees shall be entitled to a duty-free lunch period of at least thirty (30) minutes each work day.

When requested by a supervisor, or in case of an emergency that is cleared with the supervisor upon or immediately after its occurrence, whichever is feasible, an employee who agrees to surrender his/her duty-free lunch shall be paid at the rate of \$ \$14.50 through the 2009-2010 school year and \$16.50/day beginning with the 2010-2011 school year per lunch period. Emergencies are defined as, but not limited to, instances of staff shortages, student behavior/emergency, and inexperienced substitute.

7-2 SUPERVISION OF INTERNSHIP PROGRAMS/INTERNS

Employees who develop, administer, and supervise graduate intern students that provide direct services to ECHO clients shall receive the stipend and/or college credit offered by the institution placing the graduate intern student.

7-3 STUDENT TEACHERS

In determining student teacher assignments, preference will be given to tenured teachers, unless otherwise requested by the institution placing the student teacher. A teacher who accepts a student teacher shall receive the stipend and/or college credit offered by the institution placing the student teacher.

7-4 JURY DUTY

An employee who is called for jury duty shall be granted paid leave for the period of that time the employee is unable to report to work. An employee who is subpoenaed as a witness in a civil or criminal case shall be granted paid leave for the absence. Application for leave for jury or witness duty must be made seven (7) days in advance and submitted with a copy of the subpoena.

7-5 HOME VISITATION

Attempt shall be made, whenever possible, to schedule home visits to students required by ECHO within the regular school day. In the event an employee assigned to a program other than the Family Enrichment Program is required to meet with the parent/guardian of a student significantly outside of the employee's workday, with the

prior approval of the employee's supervisor, the employee may utilize compensatory time in an amount equivalent to the time spent at the meeting. If compensatory time is permitted, the supervisor shall determine when such compensatory time will be utilized and scheduled after discussing same with the employee.

Employees shall be entitled to mileage reimbursements as specified in 6-7.

7-6 CONFERENCES

ECHO and ECHOEA recognize the importance of professional growth through attendance and participation at local, state, and national conferences and workshops. When the Board requires or permits an employee to attend a professional conference, workshop, academic course, or activity outside of the ECHO program, said employee shall experience no loss of pay or benefits. The Director or his/her designee shall determine what costs incurred relative to the activity shall be paid by the Board. Bargaining unit members shall have input in the distribution of conference funds within their program.

Employees who request to attend a conference shall submit a written request on a form designated by the Administration no later than twenty (20) school days prior to the closing date for registration for the proposed conference. If the request is denied at the program level by the immediate supervisor, the employee will receive the immediate supervisor's reason(s) in writing for said denial within ten (10) school days of submission of the request to attend the conference.

The supervisor's approval of conference attendance is subject to the review of and approval by the Business Office and the Executive Director

7-7 AFTER-SCHOOL ATTENDANCE

Employees shall be expected to attend no more than) four (4) meetings of ninety (90) minutes or less after staff hours for purposes such as inservice, curriculum development, faculty meetings, committee meetings, IEP meetings, or Joint Agreement meetings. Employees shall be provided two (2) weeks' prior notice for such meetings. Serious student and program emergencies may require additional after school meetings and shall be exempt from the two-week notice.

Employees shall be expected to attend up to four (4) scheduled after-school meetings of ninety (90) minutes or less after staff hours for purposes of professional growth, including activities that meet certificate renewal requirements. Employees shall be provided two (2) weeks' prior notice for such meetings.

Employees may be required to attend up to two (2) additional evening activities with

one month's prior notice.

7-8 PROFESSIONAL GROWTH

ECHO and EEA recognize the importance of the need for professional growth activities that meet the requirements of certificate renewal. ECHO shall provide a minimum of twelve (12) contact hours of professional growth per school year to assist staff in meeting such requirements.

ARTICLE VIII

SCHOOL HOURS AND EXTENDED HOURS

8-1 SCHOOL HOURS

- A. The calendar for each worksite will be provided to the Association before the first workday of the school year.
- B. For those programs housed exclusively in ECHO facilities (or facilities leased exclusively for ECHO use), the employee shall follow the master calendars adopted by the ECHO Executive Board for that site. The present length of the employee's workday at each site shall not change during the term of this Agreement without prior negotiations with the Association over any change.
- C. For those programs housed by member, ECHO employees shall follow the teaching calendar, length of work days, and attendance requirements of the housing District.
- D. Unless otherwise provided in this Agreement, the employee work year shall be determined as one hundred eighty-five (185) employee workdays, provided that any unused snow/emergency days shall be eliminated from the calendar to provide for a maximum of one hundred eighty (180) days. Except as provided in Section 6-2 F and with the exception of extra duty positions, any additional days required of the employee shall be compensated at one-one hundred eightieth (1/180) of the employee's scheduled salary.
- E. Each bargaining unit member shall be provided with some plan time each work day with a minimum of one hundred fifty (150) minutes plan time per week. Every effort will be made to equally distribute the plan time over the course of the work week.
- F. Employees assigned to the Family Enrichment program shall work the equivalent of the employee work year as defined in Subsection D above. Such work year may span a 12-month period, in the discretion of the ECHO Administration, and may require work to be performed outside of the regular employee's work day and work week as determined in Subsections B and C above.

Employees assigned to the Family Enrichment program shall maintain a log of their activities as required by the ECHO Administration and shall make such log available for inspection by the ECHO Administration when so requested by the Administration.

ARTICLE IX

FRINGE BENEFITS

9-1 HEALTH INSURANCE

The Board shall provide hospital and major medical insurance, individual coverage. The Board shall pay up to the following amounts per employee per year for the costs of such insurance:

2007 - 2008	\$10,000
2008 - 2009	\$10,000
2009 - 2010	\$10,000
2010 - 2011	\$10,000
2011 - 2012	\$10,000

Additional costs of such insurance shall be the sole responsibility of the employee.

9-2 DEPENDENT HEALTH INSURANCE

The Board shall contribute annually toward the cost of dependent hospital and major medical insurance at an amount equal to 100% of the average dollar amount paid by member districts for such coverage during the previous school year. The Board contribution will not be less than 30% of the cost of dependent hospital and major medical insurance.

9-3 DISABILITY INSURANCE

For the 2007-2008 school year, the Board shall maintain for its employees disability insurance which shall be secondary to any disability benefits available through TRS. The costs of such insurance shall be the sole responsibility of the employee.

Beginning with the 2008-2009 school year, employees will have the option to decline disability coverage for the school year. If an employee declines coverage, enrollment for future school years will be subject to the approval of the insurance carrier.

9-4 DENTAL INSURANCE

The Board shall provide dental insurance for employees. The Board shall pay up to \$600 per employee for the costs of such insurance. Additional costs of such insurance shall be the sole responsibility of the employee.

9-5 LIFE INSURANCE

Effective January 1, 2005, term life insurance in the amount of \$50,000 shall be available to employees for the duration of this Agreement, subject to all terms and conditions of the Policy purchased by the Board providing such coverage during the term of this Agreement.

9-6 FLEXIBLE BENEFIT PLAN

- A. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- B. A teacher may annually elect to participate by choosing to receive benefits not to exceed \$20,000 in any plan year. The amount elected shall be deducted from the teacher's compensation. The initial plan year shall commence on January 1 and end on December 31. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following:
1. Premiums of group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
 2. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined in the Internal Revenue Code.
 3. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
- C. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year, and such amounts shall become the property of the plan.
- D. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year.
- E. Claims for reimbursement may be submitted not more often than once per month, in minimum amounts of not less than \$50.00 (except for the final month in a plan year),

unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

- F. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual teacher.
- G. The start-up costs of the plan shall be borne by the Board. The costs of administration of the plan shall be the sole responsibility of the employees.

9-7 INSURANCE ADVISORY COMMITTEE

- A. An insurance advisory committee shall be created consisting of equal representation of members appointed by the ECHO Board, the EEA and the ESP Associations, not to exceed a total of nine (9) members. .
- B. This group will establish a regular meeting schedule and will be chaired by the member of the committee elected at the first committee meeting. The purpose of the committee is to study and advise the administration and the Association regarding insurance coverage that may affect members of the bargaining group (e.g., health, major medical, life, dental, etc.)
- C. This group shall annually examine benefit structure, dependent coverage, cost containment proposals and any other insurance issues to be considered for the ECHO Health Insurance Programs. The committee shall assist in controlling costs of medical, dental, and other insurance coverages. Other cost containment options will be examined during the course of this agreement as needed. All recommendations of this committee shall be forwarded to the Board and the Association for consideration for adoption.
- D. Any proposed changes in benefit plan structure or premiums shall be communicated to all members of the Insurance Advisory Committee.

9-8 ELIGIBILITY FOR BENEFITS

In order to be eligible for the fringe benefits set forth in Sections 9-1, 9-2, 9-3, 9-4, 9-5 and 9-6 above, employees must be employed at least .923 full-time equivalency.

ARTICLE X

GRIEVANCE PROCEDURE

10-1 DEFINITIONS

- A. A "grievance" shall mean a complaint by a member of the bargaining unit that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.
- B. All time limits consist of school days, unless otherwise provided herein, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

10-2 ASSOCIATION PARTICIPATION - EMPLOYEE REPRESENTED

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level for the purpose of assuring the contract procedure is followed, and no employee shall be required to discuss any grievance if the Association's representative is not present.

10-3 ASSOCIATION PARTICIPATION - EMPLOYEE NOT REPRESENTED

If any employee elects not to be represented by the Association, the Association shall have the right to have an observer present at all meetings called for the purpose of discussing grievances.

10-4 PROCEDURES

The parties hereto acknowledge that it is usually most desirable for a grievant and the immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the grievant, a grievance shall be processed as follows:

- A. The grievant shall present the grievance in writing within fifteen (15) days after the occurrence that gave rise to the grievance to the immediately involved supervisor who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. An Association representative, the grievant and the immediately involved supervisor shall be present at this meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reason(s) for the decision.
- B. If the grievance is not resolved at step 1, then the grievant may refer the grievance to the

Director or his/her official designee within fifteen (15) days after receipt of the step 1 decision. The Director shall arrange for a meeting to take place within ten (10) days of the Director's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and a representative as he/she deems necessary. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Director's written response including the reason(s) for the decision.

- C. If the grievance is not resolved satisfactorily at step 2, the Association may submit the grievance to the ECHO Board prior to arbitration, but only in cases involving employee discipline and loss of pay.
- D. If the grievance is not resolved satisfactorily at step 2, the Association may submit the grievance to arbitration by filing an Arbitration Demand with the American Arbitration Association within thirty (30) school days after the receipt of the Director's decision in step 2. An arbitrator shall be selected from the American Arbitration Association, which shall act as the administrator of the proceedings.

Questions of arbitrability shall be decided by the arbitrator as a preliminary matter prior to convening the hearing on the merits of the grievant's claim.

The arbitrator shall have no power to alter, amend, modify, nullify, ignore or add to the terms of this Agreement, nor to make any award void or prohibited by law (statutory, decisional or regulatory).

- E. Neither the Board nor the Association shall be permitted to assert grounds or evidence before the arbitrator which has not been previously disclosed to either party.

10-5 NO WRITTEN RESPONSE

If no written response has been rendered within the time limits indicated by a step in the grievance procedure, then the grievance shall move to the next step. If the grievance is not appealed at the next step within the time period set forth herein, the grievance shall be deemed withdrawn.

10-6 BYPASS TO NEXT STEP

If the grievant and the Executive Director agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

10-7 NO REPRISALS CLAUSE

No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

10-8 FILING OF MATERIALS

All records related to the grievance procedure shall be filed separately from the personnel files of the employee(s).

10-9 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn or settled at any level without establishing precedent.

10-10 CLASS GRIEVANCE

The Association has the right to file class action grievances. Class grievances are those involving more than one (1) employee affected by the same set of circumstances. Class grievances involving more than one (1) employee should be filed in the usual manner in step 1. Class grievances involving an Administrator above the building level may be initially filed by the Association in step 2.

10-11 FEES AND EXPENSE

The fees and the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XI

NEGOTIATIONS PROCEDURES AND EFFECT OF THE AGREEMENT

11-1 SUCCESSOR AGREEMENT

The parties shall commence bargaining for a successor Agreement on or before April 1, 2012.

11-2 CONFLICT WITH POLICY, RULE OR REGULATION

In the event any policy, rule, or regulation of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

11-3 SEPARABILITY

Should any Article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or conflict with the laws, ordinances, rules, or regulations of any state or local legislative or administrative body, said Article, section, or clause as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law, ordinance, rule, or regulation, but the remaining Articles, sections, or clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, section, or clause.

All understandings, awards, and/or agreements reached and ratified under this procedure shall be reduced to writing, signed by each party and made a part of the collective bargaining agreement.

11-4 DISTRIBUTION OF AGREEMENT

ECHO and EEA recognize the importance of completing the ratification and printing of this Agreement in a timely fashion so that distribution can occur as quickly as possible. Within thirty (30) days of ratification of the Agreement by the ECHO Administrative District, the

Board shall deliver to all members of the bargaining unit a copy of this Agreement. The costs of reproducing the Agreement shall be shared equally by the Board and the Association. New employees shall receive a copy of the current copy of this Agreement within five (5) working days of signing their employment contract.

11-5 EQUAL RESPONSIBILITY

The Association acknowledges that the terms contained in this Agreement are the result of full, frank and arms-length negotiations between the parties. Accordingly, the Association assumes

equal responsibility of the inclusion of each and every provision of this Agreement. The Association agrees to coindemnify the Board and its officers, agents and employees against any and all claims, demands, suits, and judgments (including the cost of defense associated with same) arising from any claim that any of the provisions of this Agreement violate any federal, state or local laws, rules or regulations.

11-6 EFFECT OF AGREEMENT

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Accordingly, the Board and Association hereby understand and agree that:

1. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms and conditions of employment for employees covered by this Agreement.
2. This Agreement may not be supplemented or amended during its term except by written, mutual agreement of the Board and Association.
3. The parties agree that they will not be obligated to bargain collectively during the duration of this Agreement regarding any term or condition of employment which was the subject of bargaining during the negotiations that led to this Agreement.

ARTICLE XII

12-1 ELECTION PROCEDURES

Any challenge to the sole and exclusive bargaining representative status of the Association shall be in accordance with the Illinois Educational Labor Relations Act and its rules and regulations.

12-2 DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2012. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a successor Agreement.

IN WITNESS WHEREOF:

IN WITNESS WHEREOF:

FOR THE EXECUTIVE BOARD OF EXCEPTIONAL CHILDREN HAVE OPPORTUNITIES, COOK COUNTY, ILLINOIS

FOR THE EXCEPTIONAL CHILDREN HAVE OPPORTUNITIES EMPLOYEE ASSOCIATION/IEA-NEA

By: [Signature]
President

By: [Signature]
President

Attest: [Signature]
Secretary

Attest: [Signature]

Date: April 8, 2008

Date: April 8, 2008

BOARD OF EDUCATION OF DISTRICT NO. 151, solely in its capacity as Administrative District and legal and fiscal agent for ECHO, a Joint Agreement

By: [Signature]
President

Attest: [Signature]
Secretary

Dated: 05/05/08

APPENDIX A
SALARY SCHEDULES

2007-2008 CERTIFIED SALARY SCHEDULE

	BA Salary	BA +15 Salary	MA Salary	MA +15 Salary	MA +30 Salary
1	\$ 35,792	\$ 36,687	\$ 38,119	\$ 39,908	\$ 40,445
2	36,508	37,582	39,372	40,624	41,519
3	37,582	38,656	40,624	42,056	42,951
4	38,835	39,908	42,056	43,309	44,203
5	40,087	41,161	43,488	44,740	45,635
6	41,519	42,593	44,919	46,351	47,246
7	42,772	43,935	46,530	47,783	48,678
8	44,203	45,277	47,962	49,393	50,288
9	45,635	46,709	49,572	51,004	51,899
10	47,067	48,141	51,362	52,794	53,688
11	48,499	49,572	53,152	54,583	55,478
12	49,930	51,004	54,941	56,373	57,268
13	51,362	52,436	56,731	58,162	59,057
14	52,794	53,867	58,520	59,952	60,847
15		55,299	60,310	61,742	62,636
16		56,731	62,100	63,531	64,426
17		58,198	63,889	65,321	66,216
18		59,630	65,679	67,111	68,005
19		61,062	67,468	68,900	69,795
20		62,672	69,258	70,690	71,585
21			71,048	72,479	73,374

2008-2009 CERTIFIED SALARY SCHEDULE

	BA Salary	BA +15 Salary	MA Salary	MA +15 Salary	MA +30 Salary
1	\$ 36,795	\$ 37,715	\$ 39,187	\$ 41,027	\$ 41,579
2	37,546	38,485	39,987	41,864	42,427
3	38,297	39,423	41,301	42,615	43,553
4	39,423	40,550	42,615	44,117	45,055
5	40,738	41,864	44,117	45,431	46,369
6	42,052	43,178	45,619	46,933	47,871
7	43,553	44,680	47,120	48,622	49,561
8	44,868	46,088	48,810	50,124	51,063
9	46,369	47,496	50,312	51,814	52,752
10	47,871	48,998	52,001	53,503	54,442
11	49,373	50,500	53,879	55,381	56,319
12	50,875	52,001	55,756	57,258	58,196
13	52,377	53,503	57,633	59,135	60,074
14	53,879	55,005	59,511	61,012	61,951
15		56,507	61,388	62,890	63,828
16		58,009	63,265	64,767	65,706
17		59,511	65,142	66,644	67,583
18		61,050	67,020	68,522	69,460
19		62,552	68,897	70,399	71,338
20		64,054	70,774	72,276	73,215
21			72,652	74,154	75,092
22			74,529	76,031	76,970

2009-2010 CERTIFIED SALARY SCHEDULE

	BA Salary	BA +15 Salary	MA Salary	MA +15 Salary	MA +30 Salary
1	\$ 37,808	\$ 38,753	\$ 40,266	\$ 42,156	\$ 42,723
2	38,580	39,544	41,087	43,016	43,595
3	39,367	40,351	41,926	43,894	44,485
4	40,154	41,335	43,304	44,682	45,666
5	41,335	42,516	44,682	46,256	47,241
6	42,713	43,894	46,256	47,634	48,618
7	44,091	45,272	47,831	49,209	50,193
8	45,666	46,847	49,406	50,980	51,965
9	47,044	48,323	51,177	52,555	53,539
10	48,618	49,799	52,752	54,327	55,311
11	50,193	51,374	54,523	56,098	57,082
12	51,768	52,949	56,492	58,066	59,051
13	53,342	54,523	58,460	60,035	61,019
14	54,917	56,098	60,428	62,003	62,987
15		57,673	62,397	63,972	64,956
16		59,247	64,365	65,940	66,924
17		60,822	66,334	67,908	68,892
18		62,397	68,302	69,877	70,861
19		64,011	70,270	71,845	72,829
20		65,586	72,239	73,813	74,797
21			74,207	75,782	76,766
22			76,175	77,750	78,734
23			78,144	79,718	80,703

2010-2011 CERTIFIED SALARY SCHEDULE

	BA Salary	BA +15 Salary	MA Salary	MA +15 Salary	MA +30 Salary
1	\$ 38,839	\$ 39,810	\$ 41,364	\$ 43,305	\$ 43,888
2	39,632	40,622	42,208	44,189	44,784
3	40,440	41,451	43,069	45,091	45,698
4	41,266	42,297	43,948	46,011	46,630
5	42,091	43,329	45,392	46,837	47,868
6	43,329	44,567	46,837	48,487	49,519
7	44,773	46,011	48,487	49,932	50,963
8	46,218	47,456	50,138	51,582	52,614
9	47,868	49,106	51,789	53,439	54,471
10	49,313	50,654	53,645	55,090	56,121
11	50,963	52,201	55,296	56,947	57,978
12	52,614	53,852	57,153	58,804	59,835
13	54,264	55,502	59,216	60,867	61,899
14	55,915	57,153	61,280	62,930	63,962
15		58,804	63,343	64,994	66,025
16		60,454	65,406	67,057	68,089
17		62,105	67,470	69,120	70,152
18		63,756	69,533	71,183	72,215
19		65,406	71,596	73,247	74,278
20		67,098	73,659	75,310	76,342
21			75,723	77,373	78,405
22			77,786	79,437	80,468
23			79,849	81,500	82,532
24			81,913	83,563	84,595

2011-2012 CERTIFIED SALARY SCHEDULE

	BA Salary	BA +15 Salary	MA Salary	MA +15 Salary	MA +30 Salary
1	\$ 39,885	\$ 40,882	\$ 42,478	\$ 44,472	\$ 45,070
2	40,699	41,716	43,344	45,379	45,990
3	41,530	42,568	44,229	46,306	46,928
4	42,377	43,437	45,132	47,251	47,886
5	43,242	44,323	46,053	48,215	48,863
6	44,107	45,404	47,566	49,080	50,161
7	45,404	46,701	49,080	50,809	51,890
8	46,918	48,215	50,809	52,323	53,404
9	48,431	49,728	52,539	54,052	55,134
10	50,161	51,458	54,269	55,998	57,079
11	51,674	53,080	56,215	57,728	58,809
12	53,404	54,701	57,944	59,674	60,755
13	55,134	56,431	59,890	61,620	62,701
14	56,863	58,160	62,052	63,782	64,863
15		59,890	64,214	65,944	67,025
16		61,620	66,376	68,106	69,187
17		63,350	68,539	70,268	71,349
18		65,079	70,701	72,430	73,511
19		66,809	72,863	74,592	75,673
20		68,539	75,025	76,755	77,836
21			77,187	78,917	79,998
22			79,349	81,079	82,160
23			81,511	83,241	84,322
24			83,673	85,403	86,484
25			85,835	87,565	88,646

APPENDIX B

MEMORANDA OF UNDERSTANDING

INTRODUCTION

1. The following memoranda are for informational purposes only. They are clearly not part of the negotiated agreement between the parties but merely serve to provide a common understanding of part of the history of the collective bargaining process between the parties.

2. The attached memoranda of understanding were accomplished during past periods of negotiations which led to negotiated agreements, with the understanding that the memoranda would not be in the agreement. However, the parties agreed to include the memoranda following the last official page of the agreement only as a convenience to the Association and the Executive Board, with the original intent remaining permanent and that these memoranda are not a part of the negotiated agreement and as such, the substance of these memoranda are not subject to the contractual grievance procedure.

3. It is not the intent, nor is it the representation of the parties, that the attached memoranda represent each and all of the memoranda of understanding reached during the history of the relationship between the parties.

MEMORANDA

- A. The Board has heard the concerns raised by the Association concerning funding of student rewards. The Director shall issue a directive to building administrators to discuss with their respective staff the allocation of discretionary funds which may be used for student rewards.
- B. In the event that it is necessary to relocate an employee's classroom and/or office space during the school term, the Administration will attempt to reduce the impact such move may have on the teacher's performance of his/her duties by investigating the availability of custodial help to aid the teacher in the move.
- C. The parties acknowledge that under current practice, on occasion when necessary, meetings requiring staff attendance are scheduled during time which would otherwise be utilized as planning time. The Director shall issue an administrative directive advising building administrators to attempt to

avoid, whenever possible, the scheduling of such meetings during an employee's plan time.