

# COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF DIRECTORS

COOPERATIVE ASSOCIATION FOR SPECIAL EDUCATION (“CASE”)

And

CASE EDUCATION ASSOCIATION

ILLINOIS EDUCATION ASSOCIATION - NEA

2016-2017

2017-2018

2018-2019

2019-2020

2020-2021

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## PREAMBLE

This Agreement is entered into between the CASE Board of Directors and the CASE Education Association, IEA-NEA, to address wages, hours, and terms and conditions of employment. The Board and the Association shall endeavor to solve problems cooperatively and develop a working relationship predicated on trust. It is with a spirit of mutual respect and recognition for one another's interests that this Agreement has been formulated.

# ARTICLE 1. RECOGNITION AND DEFINITIONS

## 1.1 RECOGNITION

The CASE Board of Directors (“Board”) recognizes the CASE Education Association, IEA-NEA (“Association”) as the sole and exclusive representative for all regularly employed licensed employees whose positions require a Professional Educator License (PEL) issued by the Illinois State Board of Education or Illinois Department of Financial and Professional Regulation.

The following employees are excluded from the bargaining unit: Program Assistants, Interpreters, Therapy Assistants, Deaf/Blind Interventionists, Job Coaches, Secretaries, Receptionists, Bookkeepers, and Real Time Captioners; Executive Director; Assistant Director; Principals; Assistant Principals; Program Coordinators; Consultants; and supervisors, managerial and confidential employees as defined under the Illinois Educational Labor Relations Act.

## 1.2 DEFINITIONS

- A. Assignment: a description of an employee’s position
- B. Board of Directors: the governing body of the Cooperative Association for Special Education (“CASE”) and the employer of all CASE employees
- C. Licensed Employee: a CASE employee who holds a position in the bargaining unit represented by the Association as described in Section 1.1 and who based on his/her assigned position is required to hold a PEL without stipulation issued by the Illinois State Board of Education or Illinois Department of Financial and Professional Regulation
- D. Consultant: an administrator who supervises one or more CASE programs or personnel
- E. Contractual Continued Service (tenure): the status entered upon by a licensed employee under the provisions of the School Code of Illinois after completion of the statutory probationary period

- F. Employee: a member of the bargaining unit represented by the Association as described in Section 1.1
- G. Executive Director: the chief administrative employee employed by the Board of Directors
- H. Part-time Employee: a CASE employee who holds a position in the bargaining unit represented by the Association as described in Section 1.1 who works less than full-time
- I. Program Coordinator: an administrator who supervises one or more CASE programs or personnel
- J. Seniority: the length of a tenured licensed employee's continuous full-time employment by the Board
- K. Tenured equivalent employee: for purposes of Professional Evaluation, a licensed employee whose consecutive full-time or part-time service is equivalent to four (4) years
- L. Vacancy: a bargaining unit position which is newly-established, or a position which becomes open as a result of a resignation, retirement or a transfer of the employee holding the position

## ARTICLE 2. QUALIFICATIONS AND ASSIGNMENTS

### 2.1 EMPLOYEE ASSIGNMENTS

Employee assignments will be consistent with state law and the rules and regulations promulgated and interpreted by the applicable state agencies.



## 2.2 EMPLOYEE NOTIFICATION OF TENTATIVE ASSIGNMENTS

Every reasonable effort will be made to send an employee written notice of his/her tentative assignment for the forthcoming school year no later than the last day of school. In the event of changes in such assignment, where possible, the employee affected shall be notified promptly.

## 2.3 PROFESSIONAL WORK HOURS

The length of a typical workweek shall be no more than 37.5 hours, not inclusive of lunch. If an issue arises, the process outlined in the CASE Workload for Special Educators shall be followed.

## ARTICLE 3. ASSOCIATION RIGHTS

### 3.1 SCHOOL CALENDAR

The Board shall annually establish a CASE school calendar which meets or exceeds the minimum requirements of the School Code. An employee who is required to work more than 180 days based on the CASE school calendar, or by a member district's school calendar which governs the employee's work year, will be compensated on a per diem basis for the days worked in excess of 180 days. The employee's per diem shall be determined by dividing the employee's annual salary by 180 days. The employee's hourly rate shall be determined by dividing the employee's per diem by 7.5 hours per day.

The Association will schedule a meeting with the Administration by March 10 regarding suggestions for the school calendar for the next school year. The final decision on the school calendar shall remain with the Board.

### 3.2 NOTIFICATION OF BOARD MEETINGS

The President of the Association shall be given written notice of all Board meetings prior to such Board meetings, together with a copy of the agenda. At the time of the distribution of the Board packet, the Executive Director's office shall provide a copy of the press packet to the President of the Association.

### 3.3 BOARD MINUTES

One (1) copy of all Board minutes shall be sent to the President of the Association after approval by the Board.

### 3.4 NAMES AND ADDRESSES OF NEW EMPLOYEES

The names and addresses of all newly-hired employees shall be provided to the President of the Association within fourteen (14) calendar days after the employment of the new employee.

### 3.5 SENIORITY LIST

By February 1 of each year of this Agreement, the Board shall develop, post and provide the Association with separate seniority lists for tenured employees and nontenured employees. Each list will state the employee's name, first date of employment, years and months of service accrued, and all licenses held. Employees with the greatest years and months of accrued seniority will be listed first.

### 3.6 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary, for up to a maximum of fifteen (15) total days per school year, providing the Association reimburses the Board for the cost of the substitute(s) which may be needed to effect the leave.

The Association shall provide five (5) days advance notice of attendance at such meetings. No more than five (5) employees within the bargaining unit shall be granted Association leave at one time. No more than two (2) employees from the Glenwood Program shall be granted Association leave at one time. The Executive Director may waive the timelines provided hereunder without precedential effect.

## ARTICLE 4. EMPLOYEE RIGHTS

### 4.1 RIGHT TO ORGANIZE AND PARTICIPATE

Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board through representatives of their own choosing. Employees shall have the right to refrain from any or all such activities.

### 4.2 NONDISCRIMINATION

The Board shall not discriminate against any employee with respect to hours, wages, terms or conditions of employment, or by reason of membership in the Association, participation in any activities of the Association or in negotiations with the Board, or institution of any grievance or proceeding under this Agreement.

### 4.3 ASSOCIATION VIEWS IN STUDENT PRESENCE

The Association's views on matters relating to supervisor-employee or Board-employee relationships shall not be discussed in the presence of students.

### 4.4 PERSONNEL FILE REVIEW

Each employee, or IEA representative with the written consent of the employee, shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

B.

Such examination shall take place only during reasonable business hours.

C.

A representative of the Administration may be present during the examination.

Nothing may be removed from the file unless approved by the Executive Director and employee.

The right of review does not extend to confidential material such as evaluations by colleges or previous employers.

#### 4.5 ASSOCIATION PARTICIPATION - EMPLOYEE RIGHTS

D.

Any employee charged with misconduct, neglect or violations which may lead to suspension or discharge shall have the right to be represented by a representative of the Association in any meeting conducted by the Executive Director or the Board with such employee regarding such charge. Any employee required to appear before the Board or a committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her position of employment or his/her salary or any increments pertaining thereto shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting.

#### 4.6 PLACEMENT OF ITEMS IN PERSONNEL FILE

A copy of any material, except confidential material such as evaluations by colleges and/or previous employers, shall not be placed in the personnel file without a copy also being supplied to the employee. The employee has the right to answer in writing, and the answer will be attached to the file copy. The employee must respond within five (5) workdays of becoming knowledgeable of the material.

#### 4.7 INSTRUCTIONAL MATERIALS AND FREEDOM OF DISCUSSION

Employees shall present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal instructional and/or administrative procedures and as finally approved by the CASE Administration or District Administration. Employees shall be entitled to freedom of discussion within the classroom on matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable and be subject to standards of good taste.

Any allegation that there has been a violation of this Section shall not be subject to nor processed through the grievance and arbitration procedures provided by this Agreement, but

shall instead first be discussed between the employee and the District Administrator and/or CASE Supervisor, then between the employee and the Executive Director.

#### 4.8 UNSAFE OR HAZARDOUS CONDITIONS

It is the responsibility of employees to bring any unsafe or hazardous condition to the attention of the building principal and the Executive Director in writing.

#### 4.9 PLANNING AND PREPARATION TIME

Full-time employees assigned to the Glenwood Program shall be scheduled for 200 minutes of planning and preparation time during a normal five-day week. The planning and preparation shall be scheduled within the employees' normal workday.

Full-time social workers, psychologists, itinerants and other full-time employees are expected to schedule 200 minutes of planning and preparation time during a normal five-day week. The planning and preparation shall be scheduled within such employees' normal workday.

An employee who believes s/he is not receiving the planning and preparation time provided under this Section shall follow the process outlined in the CASE Workload for Special Educators.

#### 4.10 ANNUAL INCREASES - REMEDIATION

The annual increases provided in this Agreement are not automatic. When an employee's summative performance is found to be Unsatisfactory per CASE Professional Evaluation Plan, the employee will not receive the increase provided in this Agreement for the next year. Upon a summative performance rating of Needs Improvement, Proficient or Excellent, the employee shall receive any increase provided in this Agreement without retroactivity.

#### 4.11 TRAVEL TIME

Every reasonable effort will be made by the Administration to have schedules of employees who are assigned to more than one school arranged so that travel time does not infringe upon the traveling employee's lunch period.

#### 4.12 INTERVIEW INPUT

When hiring a new employee or teacher assistant, the Administration shall invite an employee representative(s) who is (are) directly affected by such new hire to be present during the interviewing process. Notwithstanding this provision, the Association acknowledges the Board's management right to make hiring decisions.

## ARTICLE 5. EMPLOYEE PROTECTION

### 5.1 ASSAULT UPON EMPLOYEES - PROCEDURE FOR REPORTING

Any case of assault upon an employee by a student or parent on school property shall be promptly reported to the Executive Director.

### 5.2 WORK-RELATED INJURY

In case of an accident or injury arising out of and in the course of employment, the involved employee shall make every effort to report to his/her principal or supervisor within twenty-four (24) hours and shall make every effort to file a written report with the Executive Director within seven (7) days of such accident or injury. The Board shall continue the employee's wages in full until Workers' Compensation payments begin and, after such payments begin, the Board shall pay the difference between Workers' Compensation payments and the contractual salary of the employee for a period not to exceed one hundred eighty (180) days. The employee shall reimburse the Board for all compensation from an insurance policy covering lost pay and/or received from any person who commits a wrongful act that causes an injury or damage to the employee for which a civil action can be brought. It is the intent of this paragraph that the employee shall not be enriched at the Board's expense as a result of such accident or injury. All such payments shall be without reductions of accumulated sick leave of the employee after the first three (3) days. This paragraph shall cease to apply when the employee shall otherwise become eligible for disability payments under the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund.

### 5.3 PARENT REQUESTS FOR VIDEOTAPING

A request by parent(s)/guardian(s), or their attorney(s), to videotape the special education and related services provided by bargaining unit employees shall be permitted by the Board only upon Court Order. These recordings shall not include names, faces, or audio of bargaining unit employees unless otherwise stipulated by Court Order. These recordings may only be used for the purposes stated in the Court Order. If the terms or provisions of the court order are violated by the parent/guardian or their attorney, the Board is not required to enforce the Court Order.

The Board and the Association will collaborate on developing procedures for videotaping.



## ARTICLE 6. VACANCIES AND TRANSFERS

### 6.1 INVOLUNTARY TRANSFERS

Any Glenwood Program teacher affected by an involuntary transfer from one level to another (i.e., elementary to middle school or middle school to high school) shall be notified immediately and given the opportunity for a conference to discuss the transfer. Upon thirty (30) days' notice to the Board, the transferred teacher shall be released by the Board from his/her contract without prejudice. An involuntary transfer shall exist when the teacher involved makes a written statement to the Administration to that effect at the time of the transfer. The statement in the teacher's behalf shall be placed in the teacher's personnel file.

# ARTICLE 7. GRIEVANCE PROCEDURE

## 7.1 DEFINITIONS

A grievance shall be any claim by the Association or an employee that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

All time limits consist of school days, except that, when a grievance is submitted less than ten (10) days before the close of the current CASE school term, the time limit shall consist of all weekends in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days, for the purpose of the grievance procedure, shall mean employee employment days.

Upon selection of the grievance representative by the Association, the Board shall be advised of the names of such grievance representatives and shall recognize such representatives in each building. At least one (1) Association representative may be present at this meeting, hearing, appeal or other proceeding related to a grievance which has been formally presented if requested by the employee. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with his/her supervisor or having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.

## 7.2 PROCEDURE

The parties hereto acknowledge that is usually most desirable for an employee and his/her immediately involved CASE-employed supervisor or the CASE supervisor designated by the Executive Director (hereinafter referred to as "supervisor"), to resolve problems through free and informal communications. When requested by the employee, the Association representative may accompany the employee to assist in the informal resolution of the problem. If however, such informal processes fail to satisfy the employee, a grievance may be filed and processed as follows:

A.

### STEP 1

The filing of the grievance with the supervisor must be within 15 days from the date of the occurrence of the event or within 15 days from the date the grievant should have had knowledge of the event, whichever date is later. The written grievance

should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated and should state the remedy requested.

A meeting will take place within 5 days of the supervisor receiving the grievance. The Association's representative, the aggrieved employee and the immediately involved supervisor may be present for the meeting.

- B. The supervisor shall provide a written answer of the grievance to the aggrieved employee and the Association within 10 days after the meeting.

C.  
STEP 2

- A. If the grievance is not resolved by the procedure set forth in Step 1 above, then the Association may refer the grievance to the Executive Director or his/her official designee within 5 days after receipt of the written answer in Step 1.

- B. The Executive Director shall arrange for a meeting with the representative of the Association's Grievance Committee to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representative such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

- C. Upon conclusion of the meeting, the Executive Director shall have 10 days to provide a written decision with reasons to the Association.

A.  
STEP 3

- B. If the Association is not satisfied, the Association may refer the grievance to the Board within 10 days after receipt of the written answer at Step 2.

The Board shall offer the Association the opportunity for a grievance meeting at the next Board meeting if notice is provided in time for inclusion on the agenda. If notice is not provided in time for the agenda distribution, the hearing will take place at the following Board meeting.

If the Association is not satisfied with the disposition of the grievance in Step 2 or the time limit expires without the issuance of the Board's written reply, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association (AAA). The Association and the Board may mutually agree that the grievance be submitted to arbitration pursuant to the AAA's Expedited Rules. If a demand for arbitration is not filed within thirty (30) days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn.

C.

1. Neither the Board nor the Association shall be permitted to insert any ground or evidence before the arbitrator which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement nor to amend, modify, nullify, ignore or add to the provisions of this Agreement.
3. The arbitrator shall have no authority to render an opinion inconsistent with the state or federal law.
4. Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the Board and the Association.
5. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.
6. Either party may make public the findings or the recommendations of the arbitrator.

### 7.3 BYPASS OF STEP 1

If the Association and the Executive Director agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

#### 7.4 CLASS GRIEVANCE

Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

#### 7.5 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, and no employee shall be required to discuss any grievance if the Association's representative is not present.

#### 7.6 RELEASED TIME

Should the processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

#### 7.7 FILING OF MATERIALS

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

#### 7.8 EXCLUSION OF REMEDIES

In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of any of the terms of this Agreement, such remedy shall be exclusive and the said member shall be barred from invoking any remedy by this grievance procedure.

## ARTICLE 8. REDUCTIONS AND RECALLS

### 8.1 REDUCTION PROCEDURES

If the Board deems it necessary to decrease the number of employees employed or to discontinue some particular type of service provided by employees, formal notice of dismissal shall be given to the affected employees in accordance with the provisions of the School Code of Illinois then in effect. Procedures for reducing employees will be followed in accordance with the guidelines established by the CASE RIF Joint Committee. The CASE RIF Joint Committee will meet to review, and if necessary, revise the guidelines annually before December 1. In the event that a change is not agreed upon, the reduction procedures will remain the same as currently in place.

### 8.2 RECALL PROCEDURES

In the event the Board increases the number of positions for employees, or reinstates a discontinued position, such positions shall be offered to the employees with recall rights as provided under the School Code of Illinois then in effect. Procedures for rehiring employees will be followed in accordance with the guidelines established by the CASE RIF Joint Committee. The CASE RIF Joint Committee will meet to review, and if necessary, revise the guidelines annually before December 1. In the event that a change is not agreed upon, the recall procedures will remain the same as currently in place.

### 8.3 NOTIFICATION

The Association shall be notified of all reduced and recalled employees.

## ARTICLE 9. PROFESSIONAL DUES DEDUCTIONS AND FAIR SHARE

### 9.1 COLLECTION OF DUES

The Board agrees to assist the Association in the collection of professional dues in the following manner:

- A. The Association will secure authorization from its new members for the Board to deduct equal installments for dues to the Association, IEA, and NEA starting with the September 1<sup>st</sup> paycheck and ending with the June 15<sup>th</sup> paycheck. Such authorization shall remain in effect from year to year unless revoked in writing. Members employed after the start of the school term will have prorated dues.
- B. Such authorization shall be revocable by the employee giving written notice of such revocation to the business office by September 1 of each school year, such notice to be effective not later than thirty (30) calendar days after submission of notice. After September of each school year, an employee may not revoke his/her authorization for the remainder of that school year.
- C. CASE will make one payment to the Association each month, September through June. The Association will make payment to the IEA and the NEA. With each monthly payment, the Board will provide a list of all employees from whom deductions have been made.
- D.
- E. The Association agrees to assume the entire responsibility for securing the authorization of its members for the deductions mentioned in the paragraphs above.
- F. The Board agrees to present to the Association a payment for all dues collected from the members no later than three (3) working days after the issuance of the final paychecks for that month.

The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and costs incurred in connection with any such claim, demand or suit resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this paragraph.

The Board shall deduct Association dues from each paycheck beginning with the September 1<sup>st</sup> paycheck and ending with the June 15<sup>th</sup> paycheck. The amount of Association dues shall be submitted to the business office by the President of the Association not later than August 1 of each school year.

G. Paid up NEA life members shall be charged for IEA and Association dues only. The Association treasurer shall provide the business office the names of all paid up NEA life members on payroll deduction no later than July 1.

H.



## 9.2 FAIR SHARE

All employees covered by this Agreement shall pay to the Association each month their fair share of the cost of the services rendered by the Association that are chargeable to non-members under State and federal law. The Association shall provide the Executive Director with the names of employees paying fair share.

The Association shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Association, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Association.

Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Association pursuant to Paragraph 1714(b-1) of the Illinois Educational Labor Relations Act. Upon any such filing and receipt of notice from the IELRB, the Board shall forward the amount of each objector's fair share payments to the IELRB pending resolution of the charge.

If a non-member employee declares the right of non-association based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member, the employee shall be required to pay an amount equal to his/her proportionate share, as determined under this fair share agreement, to a nonreligious charitable organization mutually agreed upon by the affected employee and the Association. If the affected employee and the Association are unable to reach an agreement on the matter, the employee may select a charitable organization from an approved list established by the Illinois Educational Labor Relations Board.

The Association shall indemnify and hold harmless the Board, and its members, officers, agents and employees, from and against any and all claims, demands, actions, complaints, suits, or other forms or liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification affidavit or assignment furnished under any of such provisions. In addition, the Association shall pay all legal fees, if any, to assure the protection of the Board as covered herein.

## ARTICLE 10. PAID LEAVES

### 10.1 NOTIFICATION OF UNUSED SICK AND PERSONAL LEAVE

The Board shall indicate, beginning on the September paycheck, the number of sick days and personal leave days each employee has accumulated in CASE employment.

### 10.2 SICK LEAVE

Each full-time employee shall be entitled to fourteen (14) days sick leave without the loss of pay. Each part-time employee shall be entitled to and will be charged for sick leave on a pro rata basis. Such leave shall accumulate to a maximum of 340 days if not used. Sick leave shall be interpreted to mean personal illness, quarantine, or illness or death in the immediate family, step-family or household. The immediate family for purposes of this section shall include the spouse, children, step-children, parents, step-parents, sisters, step-sisters, brothers, step-brothers, grandparents, step-grandparents, grandchildren, step-grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunt, uncle and legal guardian.

Sick leave of up to five (5) days annually may be used for a death other than in the immediate family at the discretion of the Executive Director or designee, with the day(s) being deducted from the employee's cumulative sick leave.

When the schools and the school offices are officially closed by the Executive Director, no leave days previously arranged by an employee shall be deducted for such emergency days.

### 10.3 BEREAVEMENT LEAVE

Each employee shall be entitled to two (2) days bereavement leave without the loss of pay for use in connection with the death of the employee's parent, spouse, sibling, or child.

### 10.4 PERSONAL LEAVE

A maximum of three (3) days leave may be granted to each employee each school year for personal reasons which cannot be handled during non-school days or hours. Each part-time employee shall be entitled to and will be charged for personal leave on a pro rata basis.

Unused personal leave shall accumulate as sick leave. Request for such leave shall be made at least forty-eight (48) hours prior to the desired onset of such leave. In an emergency, the request may be made at a later time.

Personal leave shall not be granted the first day or last day of the school year or the first day preceding or the first day after a school vacation, holiday or break, provided these restrictions shall not apply to recognized religious holidays of the employee's faith. The Executive Director has the discretion to grant an exception to the above.

Personal leave shall not be available for purposes of recreation or to perform services which are taxable as ordinary income.

The Executive Director or designee may limit the number of employees on personal leave to no more than two (2) employees from any one building at any one time.

When the schools and the school offices are officially closed by the Executive Director, no leave days previously arranged by an employee shall be deducted for such personal days.

#### 10.5 JURY DUTY

Employees who are called for jury duty shall endorse to CASE the checks they receive for jury duty and a deduction will not be made from their salary for this absence.

## 10.6 SICK LEAVE BANK

The Association shall be responsible for the administration of a Sick Leave Bank. Participation of bargaining unit members shall be on a mandatory basis.

- A. Each employee will donate one day of his/her sick leave to the Bank no later than October 1 of each school year or upon signing a contract of employment with the Board, whichever shall be the later. One (1) of each employee's sick leave days will be deposited in the Bank each year until the Bank is built up to a maximum of three hundred (300) days. No days will be added to this maximum until the Bank is depleted to fifty (50) days. The Bank will then be built up again to three hundred (300) days.

- C. Additions will be made to the Bank at the beginning of each fiscal year according to the above limitations. In the event that the balance of days remaining in the Bank falls below fifty (50) days during a school year, all employees with one (1) or more accumulated sick leave days shall contribute an additional day to the Bank. If an employee has no remaining days to contribute, he/she shall not be penalized therefor or precluded from participation in the Bank.

- D. An employee withdrawing from the bargaining unit will not be allowed to withdraw the contributed days.

E.

- F. The intent of this plan is to provide extended sick leave to those employees who incur a personal period of prolonged illness, who have utilized all of their personal accumulated sick leave, and have incurred a loss of pay for at least three (3) days as a result of the condition for which Sick Leave Bank days are sought. The employee applying for leave from the Sick Leave Bank shall submit his/her request and physician's statement to the Association. The Association shall advise the Business Office in writing of authorized withdrawals from the Sick Leave Bank.

An employee will not be able to withdraw days from the Bank until after his/her own accrued sick leave days have been depleted.

The maximum number of days that an employee may draw from the Bank per request shall be determined by the number of years of continuous employment by the Board as provided below or until the end of the illness, whichever shall be less.

G.	Years of Employment	Maximum Draw from Bank
	1 - 4	10 days
	5 - 9	20 days
	10 - 14	30 days
	15 - 19	40 days
	20 or more	50 days

H. Employees withdrawing sick leave days from the Bank will not be required to replace those days except as a regular contributing member of the Bank.

I. An employee shall not be eligible to utilize the Sick Leave Bank in two (2) successive years unless the duration of the previous illness or hospitalization is continuous and the employee has not exhausted his/her entitlement, in which event the employee shall be eligible to utilize said remaining days of his/her entitlement not already exhausted. In all other situations, the employee shall be employed and working full-time for at least sixty (60) days prior to the drawing from the Bank in a subsequent year.

J.

K. The Bank shall only be applicable to the personal illness of the employee and not the serious illness or death of any other person.

L. The Bank shall not be applicable to surgical or other procedures which may be safely deferred until a vacation or recess period.

Nothing in this Section shall be construed as placing any obligation on the Board to advance or loan additional sick leave days to the Bank should all days be used up in any period or periods of its operation.

In the event an employee is otherwise eligible for benefits from the Bank but is also eligible for disability payments from the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund, the employee shall be entitled to draw benefits from the Bank.

M. Limits of Liability - The Association will protect and save harmless the Board from any and all reasonable claims, demands, suits, and other forms of liability by reason of action taken or not taken for the purpose of complying with this Article.

N. The Association and the Board shall confirm with the other the number of days in the Bank by August 1 of each school year.

O.

#### 10.7 SABBATICAL LEAVE CLAUSE

A. Sabbatical leaves of absence may be granted to licensed employees in contractual continued service status at the option and in the total discretion of the Board for a period of at least four (4) school months but not in excess of one (1) school term for resident study and research designed to improve the licensed employee's effectiveness in the school system, subject to the conditions hereinafter set forth.

B. Eligibility - An applicant must possess a valid license and must have completed six (6) consecutive school years of full-time teaching service in CASE. No applicant shall have received a sabbatical leave during the six (6) school years immediately preceding application.

C.

D. Application – Application for leave under this section shall be presented to the Executive Director on or before January 1 of the current school year. Such application shall be accompanied by a plan for the utilization of such leave and such other information as may be required by the Executive Director.

During absence pursuant to such leave, a licensed employee shall receive the same basic salary as if in actual service, except that there may be deducted therefrom an amount equivalent to the amount payable for substitute service; however, such salary after deduction from substitute service shall in no case be less than the minimum salary provided in Section 5/24-8 of the School Code, or 1/2 of the basic salary, whichever is greater.

E. Any person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purposes for which the leave is granted and is approved in writing in advance by the Board. Any supplementary income so earned, when added to the sabbatical leave income, shall not exceed the licensed employee's annual basic salary he/she would have received had he/she remained in actual service in CASE. The licensed employee may accept scholarships or grants for study or research.

F. The Board shall pay the contribution to the employee's retirement fund required of the person on leave computed on the annual full-time salary rate at which the member last received earnings immediately prior to the leave or shall pay the proportionate part of such rate for a partial year of sabbatical leave credit.

G. Payroll checks shall be mailed on regular paydays to the licensed employee to an address filed by the licensed employee with the Business Office.

H. Unless justified by illness or incapacity, failure of any person granted a leave under this Section to devote the entire period for the purpose for which the leave is granted shall constitute a cause for removal from service.

I. Before any leave is granted, the applicant shall agree in writing that if at the expiration of such leave he/she does not return to and perform contractual continued service in the employment of the Board for at least two (2) school years after his/her return, all sums of money received from the Board during the sabbatical leave shall be refunded to the Board unless such return of performance is prevented by illness or permanent incapacity. Such signed agreement shall be accompanied by a signed promissory note in the amount to be paid the licensed employee.

J. A sabbatical leave recipient may not deviate from the approved plan except by prior written permission of the Board. A sabbatical leave may be terminated by the Board if the recipient is placed on probationary status by his/her college or university.

K. Falsification of information supplied by the staff member in his/her application shall terminate the leave and shall constitute a cause of dismissal.

Absence during a leave granted pursuant to this Section shall not be construed as a discontinuance of service for any purpose.

# ARTICLE 11. UNPAID LEAVES

## 11.1 ELIGIBILITY

Employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the General Conditions for Unpaid Leaves of Absence (Section 11.2.) and any other specific conditions that may apply as set forth in Subparagraphs A. through F. below. A leave may be granted to nontenured licensed employee by action of the Board subject to Section 11.2.I. below.

- A. New Child Leave (Applies only after FMLA leave, if eligible): Any licensed employee who has entered upon contractual continued service shall be entitled to new child leave, without pay or other benefits, subject to the General Conditions of Section 11.2 below. New child leave may be used in relation to the birth of the employee's child or for the adoption of a child who is new to the employee's family. The effective dates of the leave shall be determined pursuant to Section 11.2, except that the leave shall not exceed the balance of the school year in which it commences and one additional school year.

- B. Nothing in this Subparagraph A shall be construed as requiring any employee to apply for a new child leave. An employee not eligible for or not desiring a new child leave may utilize accumulated sick leave during any period of disability related to the employee's pregnancy and/or to the birth of the child. If such employee shall have exhausted accumulated sick leave, the employee may be granted a leave of absence without pay or other benefits during such period of disability subject to Section 11.1.B and Section 11.2.J below.

- C. Disability Leave: Any employee who is temporarily disabled and has exhausted all available sick leave shall be entitled to disability leave without pay or other benefits (except as may be eligible under TRS, IMRF or the Board's FMLA policy) subject to the General Conditions of Section 11.2 below. Such leave shall be for the period of temporary disability only.

Exchange Leave: Any tenured licensed employee may request a leave without pay or other benefits for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps; Teacher Corps of Job Corps as a full time participant in such programs; or a study program related to his/her professional responsibilities; or to serve as a consultant or director of a teacher center, subject to the General Conditions of Section 11.2 below, except that the eligible employee may be granted



a leave for purposes of this paragraph only from ninety (90) days to two (2) years. Application may be made at any time. Upon returning to CASE, the salary of the employee will include the annual increases afforded to all CASE employees during the leave.

D. Educational Organization Leave: Any tenured licensed employee shall receive upon application a leave without pay and other benefits for the purpose of serving as an officer of either the CASE Education Association, the Illinois Education Association, the National Education Association or other professional educational organization, subject to the General Conditions set forth in Section 11.2 below, except that such leave can be granted for up to two (2) years. Unless notified, it is assumed the employee will return as scheduled. Application may be made at any time. Upon returning to CASE, the salary of the employee will include the annual increases afforded to all CASE employees during the leave.

E. Exploratory Leave: Leaves of absence to explore another pursuit may be granted by the Board upon recommendation of the Executive Director. If the leave is approved by the Board, such leave shall not begin until the conclusion of the current school year during which the request was made and shall only include the following school year. Any employee on such leave has the responsibility to inform the Executive Director on or before February 1st of the year he/she is on leave of his/her intention to return or not return to CASE. If the Executive Director is not informed on or before February 1st, the affected employee shall be considered resigned. Application may be made at any time.

F. General Leave: Any employee may be granted a leave without pay and other benefits for such other purposes deemed appropriate and beneficial to CASE as determined by the Board subject to the General Conditions of Section 11.2 below.

## 11.2 GENERAL CONDITIONS FOR UNPAID LEAVES OF ABSENCE

Unless otherwise set forth in this Agreement, any unpaid leave of absence granted by the Board for the reasons stated in Section 11.1 is subject to the following general terms and conditions:

- A. **Time-Lines for Requesting Leaves:** Application for an unpaid leave shall be made in writing to the Executive Director or designee at least one hundred (100) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, before February 1 of the preceding school year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave.
- B. **Medical Substantiation:** Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the employee's ability to perform all of his/her duties shall be submitted prior to the return of any employee on an unpaid leave for personal medical reasons.
- C. **Structuring of Leave:** After consultation with the employee, the Executive Director or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration continuity of instruction, medical factors if relevant, duration of the leave requested, and other pertinent time factors related to the request.
- D.
- E. **Sick Leave:** Sick leave shall not be applicable during the period of any leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in CASE.

**Insurance Benefits:** With the consent of the insurance carrier, an employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the Business Office or elsewhere pursuant to the direction of the Executive Director or the Business Office.

Salary Increase: Any employee who is granted a leave and works fifty percent (50%) or more days of the school term according to the CASE school calendar shall be entitled to the same salary increase provided to other CASE employees.

- F. Notice of Intent to Return: Any employee who is on an unpaid leave of absence on February 1 of any school term shall notify the Executive Director or designee in writing by that date whether he/she intends to return to employment for the following school term. Failure to advise the Executive Director or designee of intent to return as required by this Section shall be treated as an election not to return to
- G. employment and as a resignation of CASE employment.

- H. Contractual Continued Service Status: The contractual continued service status or tenured-equivalent status of the employee shall not be affected because of absence while on leave as provided herein.

- I. Nontenured Licensed Employees and Employees without Tenured-equivalent Service : A leave may be granted to a nontenured licensed employee by action of the Board, subject to all the conditions applicable to a tenured licensed employee, provided that the term of such leave shall not be considered in computing full-time employment under Section 5/24-11 of the School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the licensed employee shall be considered to have commenced his/her first probationary year. The granting of leave to any nontenured licensed employee shall not constitute a precedent for the granting or withholding of leave to any other nontenured licensed employee. Each request shall be judged on its own merits and shall be within the sole discretion of the Board.
- J.

Family and Medical Leave Act: Where applicable, the above leave provisions shall be construed in accordance with the Board's policy regarding the Family and Medical Leave Act (FMLA). Such policy shall include a provision which permits employees the choice of using available sick leave during FMLA leave, provided that if the employee chooses sick leave, the Board shall receive credit toward the employee's available FMLA to the extent such sick leave is used (see Substitution of Leave provisions of the Board's FMLA Policy.) The Board's policy manual shall be available for review at the office of the CASE Executive Director.

### 11.3 GRADUATE INTERNSHIP

Any licensed employee who has entered upon contractual continued service shall be entitled to a leave of absence for the purpose of fulfilling the requirements of a graduate internship. The leave will be for a term of up to two (2) semesters and shall be granted without pay or loss of accrued sick leave, tenure, seniority or benefits, provided the licensed employee states in writing his/her intention to return.

- A. Seniority credit and benefits shall be granted for the period of the leave.

Upon returning to CASE, the salary of the employee will include the annual increases afforded to all employees during the leave.

- B.

## ARTICLE 12. EVALUATION

### 12.1 FORMAL EVALUATION

CASE licensed staff will be evaluated in accordance with PERA and SB7 using the CASE Evaluation Process as established by the CASE Evaluation Committee. The CASE Evaluation Committee will convene annually to review the process and make recommendations for revision. CASE will provide the President of the CEA a list of all licensed staff and their evaluators (as assigned at that time) by the first day of every school term.

# ARTICLE 13. FRINGE BENEFITS

## 13.1 PERSONAL PROPERTY

The Board agrees either to carry a supplementary policy or to self-fund to cover loss of or damage to certain personal property suffered during the course of employment, excluding cash and jewelry, of employees, not to exceed seven hundred fifty dollars (\$750), less any reimbursements paid to the employee by any other insurance policies, for any one employee while on the school premises and subject to the other terms and provisions contained in such supplementary or self-funded policy. The Association shall have the right at all business hours to make appointments to examine the supplementary or self-funded policy which is on file in the CASE business office. The Board shall have no further obligation to indemnify or hold harmless employees for the loss of, or damage to, any of their personal property above the limits covered in said policy or in the Board's self-funding of this benefit. Upon request, employees filing a claim under this Section will be required to furnish information on their homeowners' or other applicable insurance policies which may also be used to cover such loss or damage.

## 13.2 TERM LIFE INSURANCE

The Board shall provide term life insurance in the amount of \$55,000.00.

## 13.3 MAJOR MEDICAL AND DENTAL INSURANCE

A.

Major Medical Insurance: For each full-time employee that elects to participate in insurance coverage, the Board and the employee shall pay a percentage of the cost for single and family major medical insurance (P.P.O. and H.M.O.) for each year of the Agreement as follows:

	Single Premiums	Family Premiums
Board Contribution	95%	67%
Employee Contribution	5%	33%

The Board's and the employee's contributions towards the major medical insurance plan shall include prescription coverage.

Prescriptions shall be filled or refilled at the following price per prescription if the prescription qualifies under the established plan:

PPO Plan:	HMO Plan:
Per established plan through EBC	Per established plan through EBC
\$10 Generic	\$10 Generic
\$20 Brand with no Generic available	\$20 Formulary Brand
\$35 Brand with Generic Available	\$35 Non-Formulary Brand

For the 2016-2017, 2017-2018, and 2018-2019 school years, in the event that the cost of the premium for the P.P.O. plan or H.M.O. plan increases 10% or more, the Board and the employee will share the increase in excess of 10% in equal shares. The calculation will be done and applied separately for the P.P.O. and H.M.O. (i.e., only the plan that increases by 10% or more will be affected).

B.

Dental Insurance: For each full-time employee that elects to participate in dental insurance coverage, the Board shall pay 100% of the cost of the premium for single coverage dental benefits. For each full-time employee that elects to participate in single and family dental insurance coverage, the Board shall continue to contribute 100% of the cost of the premium for single coverage dental benefits; the Board and such employee will share equally in the remaining cost of the premium for family coverage.

C.

Educational Benefit Cooperative: The Board and the Association are in agreement to continue insurance coverage for major medical insurance with the Educational Benefit Cooperative ("EBC"). The Association may request the disclosure of information from EBC that is available to CASE that may affect the decision regarding further three (3) year renewals with EBC. The information that is available to CASE from EBC will be provided to the Association, as may be permitted by law, in a timely manner. Such information may include pertinent communications, proposed rates, reports from EBC, and such other pertinent data and information

that could be applicable to insurance analysis, the release of which is permitted by law.

As may be permitted by EBC, the Board agrees that EBC may provide the following to the Association President at the time same time that such information is mailed to voting members of EBC: EBC packets, notice of EBC board meetings and agenda therefore, and minutes of prior EBC board meetings.

The Association will be permitted to utilize the Association Leave for the attendance of at least one (1) member of the Association to attend EBC board meetings.

- D. Advisory Insurance Committee: The Board and the Association shall participate in an Advisory Insurance Committee (“Committee”) that shall review, on not less than an annual basis, the Board’s major medical and dental insurance program. By September 15 of each year, the CASE Director shall appoint no more than three (3) CASE Administrators or CASE employees who are not bargaining unit members, and the Association shall appoint no more than three (3) CASE bargaining unit employees, to the Committee and provide written notification to the other that identifies the appointees. Each such notice shall also designate one of the appointees as a co-chair of the Committee. The total number of Committee members shall not exceed six (6) unless otherwise agreed in writing by the Board and the Association. By mutual agreement, additional persons may be invited to Committee meetings for the purpose of providing the Committee with additional information, resources, and /or expertise.

The Committee shall review insurance cost data, claims history, cost projections and other information necessary to evaluate options for providing the best insurance plan possible while controlling insurance expenses. The Committee shall not have the authority to alter benefit or premium levels, but shall report findings and recommendations to the Board, the Association and other constituent groups. Following the receipt of a recommendation from the Committee, either the Board or the Association may make a written request to the Committee’s co-chairs for additional input from the Committee. Upon receipt of such request, the co-chairs shall reconvene the Committee with fourteen (14) days to consider the request. The Board and the Association shall negotiate any changes. In order to avoid compromising Committee recommendation(s) through delay, the Board and the Association agree that a request to engage in negotiations shall be delivered to the other, in writing, promptly following receipt of Committee recommendation(s).

The Committee shall be given the opportunity to make a recommendation regarding further three (3) year renewals with EBC. Any recommendation shall be made by



consensus of the Committee. Either the Association or the Board may request to enter into negotiations regarding the recommendation of the Committee. In the event that the Committee is unable to arrive at a timely consensus regarding further three (3) year renewals with EBC, either the Association or the Board may request to enter into negotiations regarding the recommendation of the Committee.

#### 13.4 TWELVE-MONTH COVERAGE

For all full-time employees completing each school year of this Agreement, all insurance coverage provided by the Board shall remain in effect until September 1 of that calendar year.

#### 13.5 NEW EMPLOYEE COVERAGE

Full-time employees new to CASE will be covered by such insurance specified in this Agreement in accordance with the terms and conditions of the respective insurance policies.

#### 13.6 FLEXIBLE SPENDING PLAN

The Board shall maintain a flexible spending plan for bargaining unit employees which meets the requirements of Section 125 or the Internal Revenue Code and its regulations, as may be amended from time to time. If, at any time, Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

An employee may annually elect to participate in the flexible spending plan in accordance with the requirements of the plan administrator selected by the Board by choosing to receive benefits described below. The amount elected shall be deducted from the employee's compensation. The plan shall operate on a calendar year basis. In accordance with the requirements of the plan administrator prior to January 1 each year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits: Reimbursement for qualified dependent care assistance as defined and allowed under the Internal Revenue Code and/or reimbursement for any amount of deductibles under the group insurance and for any other qualified unreimbursed medical care expenses as defined and allowed under the Internal Revenue Code. The amounts designated may not be changed during the plan year unless there is a change in family status or other circumstances provided in Section 125 and/or the regulations promulgated thereunder.

The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payments during the plan year.

The Board shall pay all administrative costs of the plan. Amounts left in employee accounts at the end of the year shall be used by CASE to offset the claims administration costs of the program. If requested by the Association, the Board shall inform the Association as to the amount of the administrative costs of the plan for the year and the total amount leftover in employee accounts at the end of the year.

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 employee. However, the Board shall not report any amounts reduced from an employee's salary pursuant to this plan as taxable income to any federal or state agency. The employee, and the Association, agrees to indemnify and hold the Board harmless for any taxes, penalties and interest that may be assessed against the Board as a result of the non-reporting of any amounts reduced from an employee's salary pursuant to this plan as taxable income to any federal or state agency and/or the failure to withhold taxes thereon. However, the employee and the Association shall have no obligation to indemnify and hold the Board harmless hereunder in the event of an error in the administration of the plan by the Board or the plan administrator.

### 13.7 SECTION 457 PLAN

The Board shall maintain an eligible deferred compensation Section 457 Plan for bargaining unit employees which meets the requirements of Section 457 of the Internal Revenue Code and its regulations, as may be amended from time to time. If, at any time, Section 457 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

An employee may annually elect to participate in the Section 457 Plan in accordance with the requirements of the plan provider(s) selected by the Board. The Section 457 Plan shall be funded solely by employee contributions, and the Board shall not contribute any amounts to the Plan. The dollar total determined by an employee to be contributed to the plan will be deducted in equal amounts from the employee's salary payments during the plan year.

The Board shall pay all administrative costs of the plan.

The Board does not guarantee or, in any way, warrant that the employee's contributions to the plan are non-taxable, said determination to be made by each individual employee. However,

the Board shall not report any amounts reduced from an employee's salary pursuant to this plan as taxable income to any federal or state agency. The employee, and the Association, agrees to indemnify and hold the Board harmless for any taxes, penalties and interest that may be assessed against the Board as a result of the non-reporting of any amounts reduced from an employee's salary pursuant to this plan as taxable income to any federal or state agency and/or the failure to withhold taxes thereon. However, the employee and the Association shall have no obligation to indemnify and hold the Board harmless hereunder in the event of an error in the administration of the plan by the Board or the plan provider(s).

### 13.8 403b PLAN

The Board shall maintain an eligible deferred compensation 403b Plan for bargaining unit employees which meets the requirements of 403b Plan of the Internal Revenue Code and its regulations, as may be amended from time to time. If, at any time, 403b Plan or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

An employee may annually elect to participate in the 403b Plan in accordance with the requirements of the plan provider(s) selected by the Board.

The 403b Plan shall be funded solely by employee contributions, and the Board shall not contribute any amounts to the Plan. The dollar total determined by an employee to be contributed to the plan will be deducted in equal amounts from the employee's salary payments during the plan year.

The Board shall pay all administrative costs of the plan. The Board does not guarantee or, in any way, warrant that the employee's contributions to the plan are non-taxable, said determination to be made by each individual employee. However, the Board shall not report any amounts reduced from an employee's salary pursuant to this plan as taxable income to any federal or state agency. The employee, and the Association, agrees to indemnify and hold the Board harmless for any taxes, penalties and interest that may be assessed against the Board as a result of the non-reporting of any amounts reduced from an employee's salary pursuant to this plan as taxable income to any federal or state agency and/or the failure to withhold taxes thereon. However, the employee and the Association shall have no obligation to indemnify and hold the Board harmless hereunder in the event of an error in the administration of the plan by the Board or the plan provider(s).

### 13.9 GRADUATE COURSE COSTS

A full-time employee with two or more years of service shall be reimbursed, in an amount not to exceed \$100.00 per semester hour to a maximum of nine (9) hours per year provided:

The courses are in an area that will improve the employee's ability to fulfill the responsibilities of his/her assigned position, and prior approval of the course is obtained from the Executive Director or his/her designee.

A.

A grade of "A" or "B" is obtained in the course or in the event the course is offered on a "pass/fail" basis, the grade of "pass".

B.

Evidence of completion is submitted by September 15 following the earning of such credits.

C.

D.

Reimbursement shall be paid each year with the October payroll.

E.

The Executive Director or his/her designee reserves the right to approve specific undergraduate courses that contribute toward a graduate degree program or are directly related to an employee's current assignment. This Section (13.6.) is non-grievable.

### 13.10 LONG TERM DISABILITY

A long-term disability plan will be available to all full-time employees covered by this Agreement. The basic plan includes:

B.

Minimum of 120 consecutive day qualifying period prior to accessing the plan.

Maximum of 60% of monthly pay to a maximum of \$6,000 per month;

An employee's monthly pay, as determined above, will have deductions for Other Income Benefits, such as, but not limited to, the following:

- c.
  - 1.) Benefits received under any group insurance plan,
  - 2.) Benefits received under any retirement plan (IMRF and TRS)
  - 3.) Benefits received under settlements with Workers Compensation laws.

Must use all sick leave days prior to receiving L.T.D. benefits.

Upon long-term disability, the Board shall contribute toward the premium for health insurance up to the following amounts for individual or family coverage for 1/4 of the employee's credited service for a maximum of 10 years credited service:

D.

		PPO	HMO	Dental
Full-time employee*	Single	\$5,432	\$4,220	\$441
	Family	\$8,766	\$5,695	\$851
Part-time employee*	Single	\$2,716	\$2,110	\$221
	Family	\$6,581	\$4,115	\$792

\*The amounts include Prescription Drug Program Costs.

### 13.11 INSURANCE BENEFITS FOR PART-TIME EMPLOYEES

Any part-time employee employed 50% or more, but less than full-time, shall receive 50% of the insurance benefits provided to the full-time employee.

## ARTICLE 14. COMPENSATION AND RELATED PROVISIONS

### 14.1 MILEAGE WITHIN CASE

Employees shall be paid the I.R.S. approved rate per mile as verified in writing by the I.R.S. The effective dates for possible adjustments shall be July 1 and January 1 of each school year.

### 14.2 PAY DISTRIBUTION

Employees are to be paid on the 1st (first) and the 15th (fifteenth) day of the month, beginning with September 1, over a 24-pay annual payroll plan beginning with the 2017-18 school year and each subsequent year. If the regular pay date falls on a holiday, weekend, or during the winter or spring vacation, the day of pay distribution shall be the last full work day prior to the regular pay date.

### 14.3 SALARY BALANCE UPON RESIGNATION

Any balance in the amount due an employee shall be paid to that employee on the regular pay distribution date immediately following the date of his /her employment termination, provided such termination is prior to the cut-off date for payroll preparation. In the event notice of termination comes after the cut-off date for payroll preparation, the employee shall be paid the next succeeding payroll period.

### 14.4 PAYROLL DEDUCTIONS - ADDITIONAL

Authorization for payroll deductions shall be authorized by written consent of the employee on a form supplied by CASE. CASE shall deduct from an employee's paycheck designated sums for the following purposes:

- A. Tax-deferred annuity plans provided by this Agreement;
- B. CASE EA dues and dues of its affiliated organizations; and
- C. Credit Union

## 14.5 SALARY

The 2015-16 salary of each employee shall be established as that employee's base salary. Salaries for part-time employees will be prorated.

All staff employed during the 2015-2016 school year will receive a pay increase of 4% for the 2016-2017 school year.

A. All staff employed during the 2016-2017 school year will receive a pay increase of 3% for the 2017-2018 school year.

B.

All staff employed during the 2017-2018 school year will receive a pay increase of 3% for the 2018-2019 school year.

C.

Educational Advancement Categories are BA+15, Master's, Master's+15, Master's+30, Master's+45, and Master's+60/Doctorate. For every movement from one category to another the employee will receive a salary increase of \$2,000, to be added to the employee's base salary after the percentage increase noted above is applied. Hours and degree(s) for movement must be in an area that will improve the employee's ability to fulfill the responsibilities of his/her assigned position and be pre-approved by the Executive Director or his/her designee. Any increase in salary as a result of approved coursework will become effective after the transcripts are received indicating that the coursework was completed with a grade of "B" or better. Transcripts must be received by September 15 to result in a salary adjustment.

A.

B. New employees will be assigned a salary at the discretion of the Executive Director but will not be compensated at a higher rate than a current employee with the same education and experience.

The Board shall deduct and remit the required amounts for each employee to the State of Illinois Teachers' Retirement System, the Illinois Municipal Retirement Fund, and the Teachers' Health Insurance Security Fund (as applicable) to be applied for the retirement and health insurance accounts of such employee. The employee shall have no right or claim to the funds so remitted, except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System and Illinois Municipal Retirement Fund.



The Association President shall receive a list of employees and their salaries prior to the beginning of each school year.

#### 14.6 COMPENSATION FOR SPECIAL SERVICES

C.

The Association President shall be notified, if during the term of this Agreement, the Board creates any additional supplemental jobs similar to those listed below.

Professional Duty	Rate
Presentations Summer IEP meetings Summer Evaluations	Per diem <sup>1</sup>
Other summer work (Committee meetings, curriculum work)	Rate determined by Executive Director and communicated to employee prior to start date

<sup>1</sup>Per diem is calculated by dividing the employee's annual salary by 180 days. Hourly rate is calculated by dividing the employee's per diem by 7.5 hours per day.

#### 14.7 TEACHERS' HEALTH INSURANCE SYSTEM (T.H.I.S.)

The Board shall pay the licensed employees' contributions to the Teachers' Health Insurance System.

A.

#### 14.8 RETIREMENT INCENTIVE PROGRAM (TRS and IMRF)

Eligibility: An employee will be eligible to receive his/her first retirement incentive benefits in the sixth (6th) year of continuous CASE employment (i.e., after completing at least five (5) years of full-time continuous employment by the Board, or the equivalent of at least five (5) years of full-time employment through continuous part-time employment).

Process: The employee shall submit his/her written request to the Board not later than February 1 prior to the first year for which the employee is requesting the payment of a retirement incentive.

B. Incentive: Employees whose retirement is approved within the first three years of this contract are eligible for the retirement incentive program as outlined below.

C.

Notification Year for Employees with 5 or More Years of CASE Service	Base Salary	Annual Increase	Post-Retirement: Insurance Benefit	Post-Retirement: Lump Sum severance
2016-2017	2016-2017	6% each year for up to 4 years	\$2,700 for 6 years	Up to 50 unused sick days paid at \$30 per day
2017-2018	2017-2018	6% each year for up to 4 years	\$2,700 for 6 years	Up to 50 unused sick days paid at \$30 per day
2018-2019	2018-2019	No additional increase beyond the annual increase negotiated for all staff. Increases beginning in 2020-2021 will be determined in negotiations starting in December 2019	\$2,700 for 6 years	Up to 50 unused sick days paid at \$30 per day

D.

Annual Increase: The employee shall receive the increase above in lieu of the increase that would otherwise be provided under this Agreement for up to four (4) years.

Employee Post-Retirement Insurance Benefit: A lump sum severance payment by August 15 for six (6) consecutive years following the school year wherein the employee's retirement is effective; a \$2700 lump sum contribution per year toward non-CASE health insurance plan coverage.

- E. Employee Post-Retirement Lump Sum Severance: A lump sum severance payment by August 15 following the school year wherein the employee's retirement is effective; an amount computed by multiplying the number of unused sick leave days up to a maximum of 50 days that are not used towards retirement system creditable service by \$30 per day.
- F.

- G. Retirements may occur on single or multi-year plans up to four (4) years beyond the term of this Agreement but will be based upon the retirement benefits available when notice is given under this Agreement.

Unless the Pension Code changes such that an employer contribution to TRS by CASE is required for such increases, an employee may receive retirement benefits under a single or multi-year plan up to four (4) years beyond the term of the Agreement. If the Pension Code changes such that there is an employer contribution to TRS required by CASE for employees retiring under a single or multi-year plan beyond the term of this agreement, the parties shall meet to discuss the development of a retirement program that will avoid an employer contribution by CASE related to the retiring employees. In the event that the legislature, TRS or IMRF reduces the maximum salary increase that may be considered creditable earnings, either the Association or the Board may request to re-open negotiations regarding such reduction.

Except as otherwise provided herein, no employee providing notice of retirement and receiving a retirement incentive will receive an increase in CASE creditable earnings exceeding 6% in the last four years for any reason.

If an employee discontinues CASE extra-duty work performed in the prior year, the employee's compensation for the school year will be determined by increasing the prior year's CASE creditable earnings by 6% and subtracting the value (for the new school year) of work not performed.

Notwithstanding the foregoing provisions of this Section, in no event shall the Board provide any retirement incentive to an employee who has received an increase in CASE creditable earnings in excess of six percent (6%) for any school year used to calculate the employee's pension. However, an employee who receives an increase in CASE

creditable earnings exceeding 6% because the CASE Administration (Director, Assistant Director) assigns the employee additional extra duty or workday(s) in writing will not forfeit his/her retirement incentive.

Retirement Process Meeting: The Association and the CASE Administration will hold an annual meeting with employees who have provided notice of retirement.

- A. Savings Clause: Should any retirement benefit in this Section 14.8 be declared illegal by a final decision (available appeals exhausted) of a court or regulatory agency of competent jurisdiction which considers this Agreement, or a similar provision of another collective bargaining agreement or agreements for public education employees in the State of Illinois, the like or similar provision(s) of this Section shall be considered by the Board and the Association as automatically deleted from this Agreement to the extent that such provision(s) violate(s) the law. In such event, the remaining provisions of this Section 14.8 shall remain in full force and effect for the duration of the Agreement if not affected by the deleted provision(s). In such event, the Board and the Association will bargain over the impact of the deleted benefit(s) and language.
- B.

#### 14.9 SUPPLEMENTAL JOBS - PAYROLL PROCEDURE

Supplemental pay shall be paid on the next regular payroll after records of such hours worked are received by the Business Office.

All supplemental pay shall be subject to withholdings to the extent required by law.

## ARTICLE 15. BOARD RIGHTS

It is recognized that the Board hereby retains its statutory rights to manage CASE. Implementation of those rights shall be consistent with this Agreement. The Board reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it by the statutes of the State of Illinois.

## ARTICLE 16. NO STRIKE

The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike.

## ARTICLE 17. NEGOTIATION PROCEDURES

### 17.1 RE-OPENING OF NEGOTIATIONS

Meetings to negotiate Article 13.3 Major Medical and Dental Insurance, Article 14.5 Salary, and Article 14.8 Retirement Incentive Program for the 2019-2020 and 2020-2021 school years shall begin no later than December 1, 2018, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties. Both parties must agree in writing prior to December 1, 2018 to negotiate any Articles other than those listed above.

### 17.2 SCOPE AND NEGOTIATIONS

Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in a good faith effort with respect to wages, hours and other terms and conditions of employment.

### 17.3 POWER TO NEGOTIATE

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, to make counter-proposals during the course of negotiations and to reach tentative agreements.

### 17.4 FINAL APPROVAL

When the Association and the Board reach a tentative agreement on a contract, the Agreement will be reduced to writing and shall be presented to the membership of the Association for ratification and to the Board for approval.

### 17.5 DECLARATION OF IMPASSE AND PROCEDURE

After all proposals have been thoroughly discussed and the parties are unable to further resolve their differences, either party may declare in writing that impasse exists and call for a mediator in accordance with the Illinois Educational Labor Relations Act.

In the event of a declaration of impasse, the parties shall request the Federal Mediation and Conciliation Service to appoint a mediator from its staff.

If for any reason it is not possible for FMCS to provide a mediator within a reasonable amount of time, the parties shall join in a request to the Illinois Educational Labor Relations Board to provide a mediator. The mediator shall meet promptly with the parties or their representatives, and shall take such steps as he/she shall deem appropriate to persuade the parties to resolve their differences and effect an agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend the terms of settlement. The cost of the mediator shall be shared equally by the Board and the Association.



## ARTICLE 18. EFFECT OF AGREEMENT

### 18.1 COMPLETE UNDERSTANDING

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

### 18.2 SAVINGS CLAUSE

Should any article, section or clause in this Agreement be declared illegal by a court or regulatory agency of competent jurisdiction, said article, section or clause as the case may be shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

### 18.3 PRINTING OF AGREEMENT

The Board and the Association shall share in the cost to print or reproduce a copy of this Agreement for each of the members of the bargaining unit.

### 18.4 SUBSEQUENT NEGOTIATIONS

In the event negotiations continue beyond August 15, 2021, the terms and conditions of this Agreement shall remain in effect until a new Agreement is reached and signed. There shall be no salary increases until a new Agreement is reached and signed.

### 18.5 DURATION AND ACCEPTANCE OF AGREEMENT

The Agreement shall become effective on August 16, 2016, and shall continue in effect until August 15, 2021.

This Agreement is signed this 14 day of October, 2016.

CASE EDUCATION ASSOCIATION,  
IEA-NEA

By: Maurice E. Zwick  
President

Date: 10-14-16

CASE BOARD OF DIRECTORS

By: Victoria J. Abbott  
Chairperson

Attest: Delul Magister  
Secretary

Date: 10-14-2016

BOARD OF EDUCATION FOR  
MARQUARDT SCHOOL DISTRICT 15,  
DUPAGE COUNTY, ILLINOIS, solely in  
its capacity as Administrative District and  
legal and fiscal agent for CASE

By: Bruce G. Bonura  
President

Attest: Ken Randazzo  
Secretary

Date: 10/11/16