APPROVED by NSSEO BOARD August 17, 2026

CONTRACT AGREEMENT

between the

Governing Board

of the

NSSEO

Northwest Suburban Special Education Organization

and the

NSSEA-ESP

Northwest Suburban Special Education Association - ESP Illinois Education Association – National Education Association

2026-2031

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ARTICLE I
Recognition

1.1 Negotiation Agent

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

The Board and the Association acknowledge the Certification of Representative issued by the Illinois Educational Labor Relations Board on June 10, 1992. provides that the bargaining unit represented by the Association includes all aides/assistants. The Board and the Association agree the wages, hours, and terms and conditions of employment for members of the bargaining unit are contained in two Agreements. This Agreement shall cover all full-time aides/assistants, nurses, technology support technicians, technology liaisons, network administrators, database managers, audiology assistants, lead custodians, custodians, maintenance/custodial workers, floating facility workers, and floating utility custodian.

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

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

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

1.2 Exclusive Negotiation

The Board agrees not to negotiate with any other organization purporting to represent ESP defined in 1.1 above as in the Association bargaining unit or with individual ESP within the bargaining unit with regard to negotiable items as defined in Article XIII, Section 1, unless otherwise provided for in the Agreement or unless mutually agreed to by the parties during the term of this Agreement; provided, it is understood that the Board and the administration retain their right to discuss with individual ESP in the district matters relating to the education program which are beyond the scope of salaries and terms and conditions of employment covered by this Agreement. The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the Statutes of the State of Illinois.

1.3 Representative Election

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

ARTICLE II
ESP and Association Rights

2.1 Right to Representation

When any ESP is required to appear before the Board or an administrator for any discussion concerning the continuation of that ESP in their position of employment, as such, or a discussion of a written disciplinary reprimand to be entered in the ESP's file, the ESP shall be given reasonable prior written notice of the reasons for such meeting. The ESP and the administration shall each be provided with written notice of the names of all parties to be present, and the ESP shall be entitled to have a representative of the Association present to advise them and represent them during such meeting if the ESP so desires. This clause may apply to conferences held between administrators and ESP pursuant to the normal, routine evaluation procedures of the district. When either party feels the need for representation at a meeting, all parties will receive prior notification.

2.2 Personnel File

A. Each ESP shall have the right, upon request, to review the contents of said ESP's personnel file, and to place therein written reactions to any of its contents.

B. Timely notation under circumstances prevailing will be made in the ESP personnel file of any and all grounds which the Board may cite or rely upon when taking disciplinary or discharge action against any ESP.

C. No hearsay reports or unsubstantiated claims may be entered in the personnel file without the source of information being disclosed to the staff member.

D. Before a written letter is entered in the file, the ESP has the right to request a meeting to discuss the incident.

E. In order to place a document in a personnel file, there must be a notation that the employee was given an opportunity to view said document.

F. Regarding all submissions entered into the file, the employee has the right to discuss these reports with NSSEO Administration.

2.3 Right to Organize

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

complaint or proceeding under this Agreement.

2.4 Membership Dues

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

The Association shall submit written authorizations for payroll deduction to the Human Resources Department no later than seven (7) business days prior to October 30th for individuals employed at the start of the school year.

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

2.5 Meetings

A. The Association shall have the right to hold meetings on school property outside contractual hours, provided that such meetings do not interfere with the instructional program and provided that such meetings are scheduled with the building principal. If any additional custodial expense is incurred, the Association will compensate the Board for the expense.

B. The Association shall have the right to use faculty mailboxes and/or NSSEO e-mail correspondence for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit.

C. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all materials posted will relate only to the Association's official business as negotiating agent for educational support employees.

2.6 Complaints

A. ESP shall be notified in writing within ten (10) working days of any complaints/reprimands directed against them, as well as the source of the complaint/reprimand. In addition, an employee shall be shown any written complaints/reprimands. Complaints/reprimands may not be placed in the employee's personnel file without first giving the employee a copy and an opportunity to place a written response to this material in said file, as well as an opportunity, upon request, to meet at a mutually-agreed time to discuss the complaint/reprimand.

B. An ESP shall have the right to request the removal of a letter of complaint/reprimand if there have been no subsequent complaints/reprimands for a period of three (3) years from date of said complaint/reprimand. Letters of complaint/reprimand dealing with inappropriate behavior with students may not be

considered for removal under this section, except as provided in the *Illinois School Code* or Illinois DCFS Rules and Regulations.

2.7 Provision for Board Information

The Board will make available to the Association president the following information at the Administration Building: Board agendas, Board minutes, annual budget, audit, up-to-date Board Policy Manual, disbursement list, and the names and assigned schools of all covered ESP upon Board approval of employment or termination.

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

2.8 Legal Representation

If an employee is subpoenaed to appear before a court or hearing regarding matters related to their employment in the district, which does not involve a criminal charge against the ESP, the Board and the Association shall provide reasonable assistance, legal and otherwise, as they deem appropriate and necessary. The ESP shall not suffer any loss of pay or benefits during the duration of the process.

2.9 Right to Privacy

A. No ESP will be required by NSSEO to take a polygraph examination.

B. Interschool mail to an employee should be considered confidential and, as such, should be opened only by the addressee or, if deemed necessary, by an administrator.

2.10 Drug Testing

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

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

2.11 Protection from Suit

To the extent required by the *Illinois School Code*, the Board shall indemnify and protect bargaining unit members against civil rights damage claims and suits, constitutional rights damage claims and suits and death and bodily injury and property damage claims, suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board.

Such indemnification and protection shall extend to persons who were members of the bargaining unit at the time of the incident from which a claim arises. No bargaining unit member may be afforded indemnification or protection unless they were a member of the bargaining unit at the time of the incident from which the claim arises.

2.12 Discipline/Dismissal

A. All new ESP shall be employed on a probationary basis for ninety (90) days of the regular work year, starting on the first workday. Thereafter, any discipline or dismissal of a non-probationary ESP shall be for just cause**.**

B. Continuing employment status notwithstanding, should there be declines in student enrollment, loss of program(s), or loss of funding, NSSEO shall have the right to reduce the number of ESP in proportion to the loss, in accordance with the seniority provisions specified by statute and Article VIII of this agreement.

ARTICLE III
Working Conditions

3.1 School Calendar

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

For every emergency day during a school year when employees are prevented from working, an additional day will be added to the end of that school year calendar, not to exceed five (5) days. NSSEO will adjust the calendar and notify staff by April 1st. In addition, new ESPs shall be required to attend up to four (4) orientation days immediately prior to the school year. Compensation will be at the current hourly rate.

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

B. **Technology/Custodial/Maintenance (12-month ESPs)**
The school calendar shall include no less than 260 workdays for twelve-month ESP employees. The calendar committee shall make recommendations regarding the school calendar to the Superintendent, including days of early dismissal for administrative and staff-directed professional development. The Board shall approve the calendar in its discretion as permitted by law.

C. Audiology Assistant
The school calendar shall include no less than 185 workdays for audiology assistants. Audiology assistants shall be paid for the (10) additional work days, five (5) at the beginning of the school year and five (5) at the end of the school year that may be

used either the beginning or end of the school year. The audiology assistant calendar work days may be adjusted with approval from the Deaf/Hard of Hearing Program Coordinator.

3.2 Notification of Assignments

All ESPs shall be given written notice of their assignments for the forthcoming year no later than one (1) week before the end of the school term**.** In the event changes in such assignments are proposed during the course of the school year, reasonable effort will be made to notify the ESP affected; consultation will be provided at the ESP's request within ten (10) days of the request. If reassignment results in a reduction in pay for a reassigned employee or if reassignment results in the displacement of another ESP from their current assignment to a lesser-paying position, the provisions of Section 10.2 will apply. If reassignment arises from the elimination of a position, the provisions of Section 8.3 will apply. Reassignments are made at the discretion of NSSEO Administration to minimize disruption in the delivery of student services.

3.3 Substitutes

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

3.4 Work-Related Injury or Illness

A. Work-related injury or illness process shall be distributed annually to employees no later than the first day of the school year. This information shall be posted on employee bulletin boards throughout the school. An employee injured during the course of their NSSEO employment shall follow the instructions followed at the beginning of the school year.

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

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

Option 1: The employee shall tender to the Board the workers' compensation payments from the Board's insurance carrier. The Board shall then continue to pay the employee their full salary while deducting one-third (1/3) day increments from the employee's accumulated sick leave. Such full salary payments will continue as long as the employee has accumulated sick leave available and will

be subject to applicable deductions. At the time that the employee's sick leave is exhausted, the workers' compensation payments will go directly to the employee, and Board payments shall cease.

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

3.5 Damage to Personal Property

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

The Administration shall investigate circumstances surrounding such damage or destruction as soon as practicable. If, after investigation of the circumstances, the Administration believes that partial or whole reimbursement is warranted, it shall recommend it to the Board and will notify the employee. There shall be a $1,000 limit on the reimbursement of items per person per incident. Health-related items such as glasses, contacts, hearing aids, and dentures will be fully reimbursed after submission to the employee's existing insurance. Watch replacement or repair shall not exceed $500. If an employee's vehicle is damaged due to student behavior, the staff member shall be reimbursed for the amount of repair or amount of deductible, whichever is less. Reimbursement for items shall be based on the replacement value of the model of the item damaged. If the employee replaces the item with a model of higher value, the employee will be responsible for the difference in cost between the value of the original item and the replacement item. Proper documentation will be required prior to reimbursement.

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

3.6 Assault and/or Battery Upon an ESP

NSSEO believes that employees have a right to a safe workplace. In the event of an assault and/or battery upon an employee, the first concern shall be the immediate medical needs of those involved and the filing of a medical report. After this has been completed, the ESP and any witnesses shall file an Incident Report. An employee may file a formal police report; there shall be no reprisals for doing so.

3.7 ESP Housed in Member-District Buildings

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

to their employment, the NSSEA-ESP contract and/or NSSEO Policy shall be enforced.

3.8 Workday

A. The regular ESP workday shall be six and one-half (6.5) hours. Designated positions, depending on the program, may have a flexible starting time so long as the workday does not exceed six and one-half (6.5) hours.

B. Technology (12-month ESPs)
The regular workday for twelve-month ESPs shall be eight (8) hours. Designated positions may have a flexible starting time based on their building, assignment, and administrative approval, so long as the workday remains eight (8) hours. During Winter Break and Summer Break, the workday for twelve-month ESPs shall be determined by the business hours at the Central Administration Center. In the event of extreme weather or other emergency that causes NSSEO to cancel classes, the Administration will notify twelve-month ESPs if the Central Administration Center remains open and the ESPs are required to report to work.

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

D. Custodial/Maintenance Work Week and Work Day
The normal work week work hours for custodial/maintenance employees shall be forty (40) hours per week and eight (8) hours per day, including two fifteen (15) minute breaks and a thirty (30) minute unpaid duty-free lunch. The work week shall be considered Sunday through Saturday.

3.9 Professional Development

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

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

ESPs will be allocated three hours during the first three institute days to complete GCN training. Subsequently, they will receive thirty (30) minute weekly increments for the first four weeks of the school year, as needed. If during that time a program administrator requires an ESP to participate in another activity, then this time will be reallocated during the same week or paid at the hourly rate to complete outside of scheduled work hours.

3.10 ESP Former LICA Employees

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

A. Years of service with NSSED/LICA are portable to NSSEO for former LICA ESP employees and count towards benefits and recognition with NSSEO.

B. Former LICA ESP employees who are employed in the NSSEO DHH Program will maintain their current seniority in such Program and only accrue seniority on the NSSEO seniority list for positions in the DHH Program. Service shall not be interchangeable between the NSSEO Program and other NSSEO programs.

C. A former LICA ESP employee with twenty (20) years of service combined between NSSED/LICA and NSSEO are able to access retirement benefits in the NSSEA-ESP Collective Bargaining Agreement, if any, that may be applicable when retirement benefits are requested by the former LICA employee.

3.11 Extended School Year (NSSEA-ESP)

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

3.12 Holiday Pay

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

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

Custodial/maintenance employees required to work on a holiday shall be paid their regular rate of pay for all hours actually worked on the holiday, in addition to the holiday pay.

3.13 Duty-free Lunch

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

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

C. Custodial/Maintenance - ESP are entitled to a thirty (30) minute paid duty-free lunch and two fifteen (15) minute paid breaks per day.

3.14 Safe Work Environment

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

A. Conduct annual inspections of its facilities
B. Provide supports in alignment with the NSSEO Physical restraint, time out, isolated time out (RTO) reduction plan
C. Provide employees with professional development and training appropriate for their position in alignment with program needs and staff feedback and input, including, but not limited to:

- Care for caregivers
- Trauma-Informed Practices
- Monthly Non-Violent Crisis Intervention (NCI) training and refreshers for identified NSSEO educational staff at Kirk, Miner, Timber Ridge, DHH, and SLOEC
- Monthly Advanced (NCI) training for identified educational staff at Kirk, Miner, Timber Ridge, DHH, and SLOEC
- Monthly Ukeru training for identified NSSEO educational staff at Kirk, Miner, Timber Ridge, DHH, and SLOEC
- Training on Functional Behavior Assessments (FBAs) and Behavior Intervention Plans (BIPs)
- CPR & AED training
- Food Handler Training

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

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

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

Employees are expected to attend all assigned trainings to maintain satisfactory performance. Failure to attend assigned trainings may result in further remediation, removal from assigned duties, up to and including termination.

3.15 ESP Dress

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

- Present a neat, clean, and appropriate appearance consistent with professional standards.
- Dress in a way that reflects respect for students, colleagues, and the school community.
- Follow district dress code guidelines and adapt attire appropriately for your role or setting (e.g., classrooms, therapy, or physical education).

B. **Custodial/Maintenance** - ESP will receive a uniform allowance of $350 annually to cover the cost of required clothing items, including but not limited to five (5) shirts,

pants, shorts, work boots, and necessary outerwear to complete job responsibilities safely (i.e., winter coat, boots, etc.).

3.16 Educational Interpreters

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

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

3.17 Mileage Reimbursement – Technology/Custodial/Maintenance (12-month ESPs)

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

ARTICLE IV
EVALUATION PROCESS

4.1 Purpose

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

A. Philosophy Statement

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

B. Belief Statements

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

1. Supports the mission of the organization and complies with state and federal guidelines;
2. Must be clearly communicated, understood, and consistently

implemented;
3. Must be manageable in terms of time and resources in order for it to be effective;
4. Is a collaborative effort between professionals, who share responsibility for its success;
5. Will be based upon mutually established standards which have been derived from effective teaching practices and organizational expectations;
6. Leads to the improvement of instruction through effective educational practices;
7. Includes the documentation and recognition of the individual's achievements so as to generate and reinforce improvement of instruction and positive morale;
8. Allows for alternative approaches which recognize the needs of a diverse staff, and;
9. Is an ongoing process which should be continuously reviewed and evaluated.

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

C. Orientation

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

1. Philosophy Statement
2. Belief Statements
3. Evaluation Process including Instrument and Rubrics

4.2 Evaluation Process – Timelines

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

4.3 Evaluation Committee

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

ARTICLE V
Continuity of Services

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

ARTICLE VI
Compensation and Benefits

6.1 A. Course Reimbursement

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

B. Tuition Reimbursement

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

1. Has begun their second (2) year or more of employment with the District.

2. Receives approval for coursework from the Administration, prior to the first class meeting.

3. Completes approved coursework at an accredited college or university for degree attainment of an LBS1 or degree in a related service field or completes approved coursework toward a recognized certification that benefits NSSEO programs.

4. Completes the coursework with a grade of "B" or better or passing in a course that only offers a pass/fail grade.

5. Submits evidence of tuition cost, proof of payment, and official transcript of credits earned (or grade report) to the Superintendent/designee prior to the September 15th deadline.

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

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

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

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

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

6.2 Salary Credit

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

The Board, in its discretion, may award newly hired ESPs with one (1) year experience credit on the ESP salary matrix up to five (5) years. The Board will consider transferable experience, including but not limited to: special education self-contained, therapeutic day schools, and group home workplaces. The amount of experience credit the Board may award will increase by one year in each subsequent year of the agreement.

6.3 A. Salary Matrix

2026-2027
5% increase year one*
*CPI in contract

2027-2028
4.5% increase in year two

2028-2029
Consumer Price Index for All Urban Consumers for all items (CPI-u) as used for purposes of PTELL for the twelve-month period ending the previous December 31, plus .5% and no more than 5%.

2029-2030
Consumer Price Index for All Urban Consumers for all items (CPI-u) as used for purposes of PTELL for the twelve-month period ending the previous December 31, plus .5% and no more than 5%.

2030-2031
Consumer Price Index for All Urban Consumers for all items (CPI-u) as used for purposes of PTELL for the twelve-month period ending the previous December 31, no more than 5%.

B. Longevity

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

6.4 Health Benefit Plan

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

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

School Year	HMO-BA	HMO-IL	HDHP	PPO1	PPO2
2026-2027	$59.98	$61.52	$75.00	$100.11	$177.73

For the 2027-2028 school year and each year thereafter, the Board and employee will split equally the increase exceeding 6%.

For any employee enrolled in the HDHP plan for single coverage, the Board will contribute $500 to a health savings account.

Enrollment in the PPO2 plan is available only to employees hired prior to July 1, 2026.

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

School Year	HMO-BA	HMO-IL	HDHP	PPO1	PPO2
2026-2027	50%	50%	60%	60%	65%

For the 2027-2028 school year and each year thereafter, the Board and the employee will split equally the increase exceeding 6%.

For any employee enrolled in the HDHP plan for dependent coverage, the Board will contribute $1,000 to a health savings account.

Enrollment in the PPO2 plan is available only to employees hired prior to July 1, 2026.

Employees hired prior to July 1, 2026, can change plans to enroll in the PPO2 if they choose.

6.5 Dental Insurance

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

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

6.6 Life Insurance

A. The Board shall provide $50,000 term life insurance for each ESP. Employees shall have the option to individually purchase additional insurance under the provisions of the carrier's policy.

B. Technology

The Board shall provide $100,000 term life insurance for each twelve-month ESP currently receiving the benefit prior to July 1, 2019. For twelve-month ESPs hired after July 1, 2019, the Board shall provide $50,000 term life insurance. Employees shall have the option to individually purchase additional insurance under the provisions of the carrier's policy.

C. Audiology Assistant

For audiology assistants hired before July 1, 2019. The Board shall provide $100,000 term life insurance. Employees shall have the option to individually purchase additional insurance under the provisions of the carrier's policy.

D. Custodial/Maintenance

The Board shall provide $50,000 term life insurance for each custodial/maintenance employee. Employees shall have the option to individually purchase additional insurance under the provisions of the carrier's policy.

6.7 Sheltering of IMRF Contributions

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

6.8 Long-Term Disability Insurance

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

6.9 Retirement Benefits

A. General Eligibility Requirements

1. The employee must meet the retirement requirements of IMRF as applicable to that individual. At the time of submission of a statement of intent to retire, the employee shall provide the Superintendent with verification of all IMRF service, including any service recognition to be purchased.

2. The employee must complete a minimum twenty (20) years of full-time equivalent service in the employment of NSSEO by the effective date of retirement.

3. The employee must file for participation in a retirement program of IMRF and retire under IMRF.

B. Statement of Intent to Retire

1. General Provisions

An employee wishing to retire and to participate in any Board Retirement Benefit shall submit a written statement of intent to retire to the Superintendent.

The statement must indicate when the retirement will take effect. The effective date of retirement shall be no later than June 30, 2031 (i.e., by the end of the five-year contract), and all retirement benefits shall expire on said date. Except as may be provided in Section C, the statement of intent to retire shall constitute an irrevocable resignation from NSSEO employment on the proposed retirement date.

2. Filing Deadline

The statement of intent to retire shall be submitted to the Superintendent no later than December 1st of the school year of retirement, except as otherwise provided herein for the first year of the contract, when such statement must be submitted by no later than December 1, 2026. The Board, at its discretion, may waive the filing deadline due to extenuating circumstances. Such action shall not be deemed precedential.

C. Modification of Statement of Intent

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

1. Diagnosis of serious illness of the prospective retiree;

2. Diagnosis of serious illness, total disability, or death of the prospective retiree's spouse;

3. Serious illness of a medically and financially dependent member of the prospective retiree's immediate family as defined in Article 7.4 "Sick Leave" of this contract (105 ILCS 5/24-6);

4. Legal action for the dissolution of the prospective retiree's marriage or for legal separation filed in court before the date of retirement specified in the employee's request for retirement incentive.

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

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

D. Retirement Benefits

All employees receiving a retirement benefit must retire by June 30, 2031, (i.e., by the end of the five (5) year contract), and all retirement benefits expire on said date. As a condition of participation in and receipt of any retirement benefits below, an employee must not have received an IMRF earnings increase in excess of six percent (6%) in any year used to calculate their retirement pension.

In exchange for filing a statement of intent to resign and retire at the end of a school year but no later than June 30, 2031, (i.e., by the end of the five (5) year contract), the Board shall provide a five percent (5%) increase in IMRF earnings over the previous year's IMRF earnings for each year of the post-notice, pre-retirement period for up to three (3) school years. The base salary year used to compute the first five percent (5%) increase shall be the school year prior to when the statement is submitted, provided that if an employee submits their statement of intent to retire by December 1, 2026, in order to receive their first five percent (5%) increase in the 2026-2027 school year, 2025-2026 shall be the base salary year.

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

E. Pension Reform

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

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

F. Purchased Insurance Coverage

ESP who are eligible for IMRF retirement or disability benefits may purchase NSSEO health insurance according to State law.

6.10 Extra-Duty Compensation

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

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

Extra-duty compensation opportunities will be posted before they are assigned in order to allow staff members to express interest.

Extra-duty assignments must be approved by administration. In order to receive compensation, staff must correctly log their hours using Time and Attendance. Payment will be made after review of the log shows the duties were beyond the regular workday and beyond those of the regular job assignment.

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

In the event that their assigned student(s) do(es) not attend, the ESP will wait thirty (30) minutes. ESP who report for an approved extra duty assignment shall be guaranteed a minimum of thirty (30) minutes of pay at their hourly rate. ESP traveling from one location to another to report for duty shall be guaranteed mileage.

Participation on district-wide committees shall be reimbursed at the employee's hourly rate.

6.11 Compensation for Curriculum Development

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

6.12 A. Pay

The payroll dates for ESP employees will be on the 15th and 30th of each month. If the 15th or the 30th fall on a weekend, pay is dispersed the Friday before.

B. Pay Options

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

ESP hired prior to 2013-2014 who have elected nineteen (19) pay periods will be paid beginning September 15th of the school year unless the last day of that school year is before May 31st.

6.13 Stipends

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

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

ESP Stipend List:

Activity	Amount
Bus Permit	$400
Ukeru Trainer	$300
Mentor	$1,000
NCI Trainer	$500
Building Nurse	$3,000

Custodial/Maintenance Stipend List:

Activity	Amount
Lead Custodian SLOEC	$6,000
Lead Custodian Kirk	$6,000
Lead Custodian Miner	$3,000
Lead Custodian Timber Ridge	$3,000
Lead Maintenance	$8,000

6.14 Overtime and Compensatory Time 12-month ESPs

A. Technology

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

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

B. Custodial/Maintenance

If custodial/maintenance employees are required to work in excess of forty (40) hours in a work week, employees shall be paid at the rate of one and one-half (1. 5) times the regular rate of pay for all hours actually worked. Sick time will not count toward the employee's hours of work for overtime purposes. The rate of pay for work performed on a Sunday will be two (2) times the regular hourly rate for all hours actually worked. All overtime must be approved in advance by the Coordinator of Building and Grounds before working overtime**.**

6.15 Call-back Pay (Lead Custodian/Maintenance)

In the event of an emergency call-back from the Coordinator of Building and Grounds, a lead custodian/maintenance will receive a minimum of two (2) hours pay at the employee's overtime rate. Call-back responsibilities will be limited to the emergency responsibilities giving rise to the call-back. A call-back arises when employees are required to return to work after they have left the NSSEO premises upon completion of their assigned schedule of work.

Time used for the calculation of call-back pay begins upon the lead custodian/maintenance employee's arrival at an assigned place of work and ends upon the completion of assigned work. Travel time to and from work is not time worked.

Employees called in to begin work prior to the start of their assigned schedule and who work continuously, except for a lunch period, into their schedule are not eligible for "call-back" pay.

6.16 No-Pyramiding

Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

ARTICLE VII
Leaves

7.1 Family and Medical Leave Act (FMLA)

A. Definitions

As used in this section:

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

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

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

B. Leave

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

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

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

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

D. Continuation of Health Insurance

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

E. Notification

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

F. Medical Certification

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

7.2 Bereavement Leave

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

7.3 Personal Business Leave

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

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

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

Except for cases of emergency, personal business leave should not be requested during the first five days or last five days of school, or on the day before or after school break or holiday. As with all leave days for personal business, the approval of the program supervisor and the Superintendent (or designee) is required prior to the leave being taken.

Misuse of paid leave time, including but not limited to a pattern of absences immediately before/after the weekend and immediately before/after a school break or holiday, is cause for disciplinary actions.

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

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

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

7.4 Sick Leave

A. Regular sick leave days are granted as follows:

- During the ninety (90) day probationary period, new ESPs shall be awarded three (3) days of sick leave upon their first day of work; upon the successful completion of the probationary period, the employee shall then receive the remaining balance of their annual sick leave allotment.

- First and second year ESPs receive one (1) day per month or up to ten (10) days of paid sick leave annually. Sick leave is awarded at the beginning of the school year or at the time of employment for new employees who start during the school year. For employees who end their employment during the school year, sick leave days shall be prorated based on their months of service.

- After two full years of service, ESPs are awarded one and a half (1.5) days per month or fifteen (15) days of paid sick leave annually. Sick leave is awarded at the beginning of the school year. Sick leave days for these employees shall not be prorated if they end their employment during the school year.

Except for cases of emergency, sick leave should not be used during the first five days or last five days of school, or on the day before or after school break or holiday. As with all sick leave days, proper notice of absence is required. NSSEO maintains the right to require additional documentation from employees in cases of suspected sick leave abuse, including immediately before or after a school break or holiday, or a pattern of absences immediately before/after the weekend. Misuse of paid leave time is cause for disciplinary action.

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

ESPs may use the leave days for personal illness, quarantine at home or illness in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall be interpreted as siblings, children, parents, spouse, grandparents, grandchildren, parents-in-law, siblings-in-law, and legal guardians. In unusual circumstances, requests may be made to the Superintendent/designee, who may at his/her discretion, grant the use of sick leave days for the illness of person(s) other than those included in the definition of immediate family.

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

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

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

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

ESPs may use the leave days for personal illness, quarantine at home or illness in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall be interpreted as siblings, children, parents, spouse, grandparents, grandchildren, parents-in-law, siblings-in-law, and legal guardians. In unusual circumstances, requests may be made to the Superintendent/designee, who may at his/her discretion, grant the use of sick leave days for the illness of person(s) other than those included in the definition of immediate family.

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

- First and second year audiology assistants hired before July 1, 2020, will receive one and a quarter (1.25) days per month of paid sick leave annually, prorated per contract month. Sick leave is awarded at the beginning of the school year or at the time of employment for new employees who start during the school year. For employees who end their employment during the school year, sick leave days shall be prorated based on their months of service.

- After two full years of service, audiology assistants will be awarded one and a half (1.5) days per month prorated per contract months. Sick leave is awarded at the beginning of the school year. Sick leave days for these

employees shall not be prorated if they end their employment during the school year.

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

ESPs may use the leave days for personal illness, quarantine at home or illness in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall be interpreted as siblings, children, parents, spouse, grandparents, grandchildren, parents-in-law, siblings-in-law, and legal guardians. In unusual circumstances, requests may be made to the Superintendent/designee, who may, at his/her discretion, grant the use of sick leave days for the illness of person(s) other than those included in the definition of immediate family.

D. Regular sick leave days for Custodial/Maintenance are granted as follows:

Custodial/maintenance employees are awarded one and a quarter (1.25) days per month or fifteen (15) days of paid sick leave annually. Sick leave is awarded at the beginning of the school year. Sick leave days for these employees shall not be prorated if they end their employment during the school year.

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

Custodial/maintenance employees may use the leave days for personal illness, quarantine at home or illness in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall be interpreted as siblings, children, parents, spouse, grandparents, grandchildren, parents-in-law, siblings-in-law, and legal guardians. In unusual circumstances, requests may be made to the Superintendent/designee, who may at his/her discretion, grant the use of sick leave days for the illness of person(s) other than those included in the definition of immediate family.

7.5 Sick Bank Leave

A. The Board, in cooperation with the Association, shall establish a Sick Leave Bank on a mandatory basis. The Association shall develop and publish guidelines for the administration of the Bank and shall administer the Bank.

B. ESPs shall contribute two (2) days of sick leave to the Bank upon starting the fourth year of continued service; ESPs shall become eligible to withdraw from the Bank upon making such contribution. The Association will determine when participants in the Bank must contribute additional days.

C. Technology Twelve (12) month ESPs hired prior to July 1, 2019, who contributed three (3) days of sick leave to the sick leave bank for classified employees shall have those days transferred to the Association's Bank and shall be eligible to withdraw from the Bank. Twelve-month ESP hired after July 1, 2019, shall contribute three (3) days of sick leave to the Bank upon starting the fourth year of continued service and shall become eligible to withdraw from the Bank upon making such contributions. The Association will determine when participants in the Bank must contribute additional days.

D. Audiology Assistants hired prior to July 1, 2019, who contributed three (3) days of sick leave to the sick leave bank for classified employees shall have those days transferred to the Association's Bank and shall be eligible to withdraw from the Bank. Audiology assistants hired prior to July 1, 2019, shall contribute three (3) days of sick leave to the Bank starting with the 2020-21 school year. The Association will determine when participants in the Bank must contribute additional days.

E. Custodial/maintenance employee shall have three (3) existing sick bank days transferred to the Association's Bank and shall be eligible to withdraw from the Bank.

Custodial/maintenance employees hired after May 1, 2024, shall contribute three (3) days of sick leave to the Bank upon starting the fourth year of continued service and shall become eligible to withdraw from the Bank upon making such contributions. The Association will determine when participants in the Bank must contribute additional days.

F. Unused sick days at termination/retirement will be transferred to the Bank. The maximum number of days that can be transferred yearly to the ESP Sick Leave Bank is the collective number of one hundred (100) days per year.

G. At the time of retirement, as may be permitted by the Illinois Municipal Retirement Fund, a bargaining unit member may request to withdraw from the Bank the number of days equal to the number of days deposited and unused by the employee.

7.6 Association Leave

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

7.7 Jury Duty

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

7.8 Judicial Hearing Leave

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

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

7.9 Unpaid Leave of Absence

An ESP who has completed at least three (3) years of continued service may request permission to take an unpaid leave for up to one (1) school year. A leave of absence without pay may be approved and granted by the Assistant Superintendent of Human Resources, provided that such a request for leave is substantiated by good cause. An

ESP must submit a written request for an unpaid leave at least thirty (30) days before the commencement of the leave, except in cases of emergency or extenuating circumstances. The request will include the reason(s) for the request, as well as the specific start/stop time for the unpaid leave. The Assistant Superintendent of Human Resources shall notify the employee of the deadline for filing a notice of intent to return to active employment status.

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

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

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

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

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

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

7.10 Job Sharing ESPs

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

A. It is the responsibility of those interested in job sharing to find a partner and establish a proposed work schedule, which will be 50-50;

B. Each job sharer would receive fifty percent (50%) of normal full-time salary;

C. Each job sharer would receive one-half (1/2) the number of leave days given to a full-time employee;

D. If the job-sharing partner cannot complete the required time commitment, the shared position reverts back to a full-time position;

E. Shared positions are subject to approval by the program administrator and Superintendent/designee, who have the right to limit the number of shared

positions in a given program;

F. Earned seniority would remain in place with the seniority date moved ahead by the number of staff attendance days missed;

G. Each job sharer will earn one year's credit for vertical movement on the salary matrix for two years of job sharing;

H. A job-sharing team may reapply for an additional one-year term at the end of each year.

I. Each job sharer will continue to be eligible for all insurance coverage, providing the job sharer assumes fifty percent (50%) of board cost for such coverage.

J. Employees should present a written proposal for job sharing to the program supervisor. The proposal shall include, but not be limited to, employee's responsibilities, substitute procedures, schedule of work hours and/or days, and attendance at staff meetings and field trips.

7.11 Attendance Incentive Sick Leave

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

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

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

7.12 Vacation (12-month ESPs)

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

Number of Years Employed	Vacation Days
1-4	10
5-9	15
10 +	20

Any twelve-month ESP wishing to use vacation leave shall submit a request for approval to their direct supervisor at least ten (10) working days before the first day of the requested leave. If more than two (2) twelve-month ESP within the same department request to use vacation in the same week, the requests may be granted, based on the timing of the request and operational needs.

No more than two (2) consecutive weeks of vacation may be used at one time. Requests may be made to the Superintendent/designee, who may, in their discretion, grant the use of additional vacation days beyond two (2) consecutive weeks. Vacation days will not be granted for the last five (5) days of school closing and the first five (5) days of school opening. No two (2) twelve-month custodian/maintenance ESPs will be approved for benefit time off at the same building on the same date. Approval of vacation days will be provided to the twelve-month ESP within seven (7) working days of the requested leave.

Vacation days shall accrue monthly on a prorated basis. The Administration may at its discretion grant a twelve-month ESP's request for an advance up to seven (7) vacation days, prior to the accrual of those days. Twelve-month ESPs may carry over up to twelve (12) vacation days that are unused as of June 30th each year. Carry-over days must be used no later than the following December 31st or they will be scheduled at the Administration's discretion. In the event that a twelve-month ESP is unable to use vacation time that was requested and approved due to a work request initiated by the Administration, the twelve-month ESP may ask to carry over the vacation time they were unable to use because of the work request in addition to the twelve (12) carry-over already allowed.

ARTICLE VIII
Reduction in Force; Layoff, Recall

8.1 Definition

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

8.2 Seniority Provisions

A. Principle:

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

B. Technology/Custodial/Maintenance (12-month ESPs):

The Board and NSSEA/ESP recognize the value of experience in the cooperative. Therefore, twelve-month ESP employees in the Technology/Custodial/Maintenance Department shall be laid off, recalled and assigned based upon NSSEO seniority. A separate seniority list shall be maintained for twelve-month ESPs. For the purposes of lay-off and recall decisions, the twelve-month ESPs shall be categorized by position title and the

employee's skills and qualifications, including training and position-related certifications, shall be considered when necessary.

C. Audiology Assistants:

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

D. Calculation:

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

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

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

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

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

E. Seniority List:

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

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

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

F. Employee's Responsibility to Provide Data:

It shall be the employee's responsibility to ensure the accuracy of the individualized information on the seniority list and to report changes in a timely manner. Licensure and qualifications reported prior to December 1st shall be included on the February 1st seniority list for end-of-year layoff consideration.

Licensure and qualifications earned prior to December 1st, but not reported to the Assistant Superintendent of Human Resources by December 1st, will not be placed on the February 1st seniority list and shall not be taken into consideration. The unreported licensure and qualifications shall be included on the following February 1st seniority list for consideration. Licensure/qualifications earned after December 1st shall be reported to the Human Resources Department immediately and will be considered in the event of end-of-term and immediate layoff/recall.

G. Definition of Specialized Qualifications:

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

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

2. Licensure

H. NSSEA Licensed Positions

An ESP currently employed at NSSEO who is hired for a licensed position shall retain their position on the ESP seniority list for two (2) years. Seniority shall accrue on both the ESP as well as the appropriate licensed seniority lists. The employee shall be removed from the ESP seniority list on the first day of the third (3) school year if still continuously employed in the licensed position.

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

8.3 Dismissal/Layoff Procedure

A. Timing

The Board and Association share the belief that student educational needs are best met when educational support staff services are provided on a continuous basis throughout the school year. Therefore, the Board shall make every effort to avoid disruptions to the educational process by issuing notifications of honorable dismissal at the end of the school term prior to the school year for which the reductions are to become effective. Once a school year begins, the Board shall avoid immediate ESP reductions except when absolutely necessary due to the reasons stated in the definition of this article.

B. Notification

Per Section 10-23.5 of the *Illinois School Code*, the Board shall provide written notice of honorable dismissal to an affected ESP by certified mail or personal delivery with receipt at least thirty (30) days prior to the date of the dismissal. Such notice shall include a statement of honorable dismissal and the reason therefore.

C. Dismissal Sequence

Layoffs shall be made on the basis of NSSEO seniority within the respective category of position. The least senior employee shall be honorably dismissed first. In the event of equal seniority, the employee with the lowest salary placement on the NSSEO salary matrix shall be dismissed first. If the seniority and salaries are equal, the employee with the fewest licenses/approvals shall be dismissed first. If the seniority, salaries, and credentials are equal, the employees shall draw lots.

D. Immediate Layoff Procedure

NSSEO seniority shall be utilized for all layoffs, including those that become effective the following school year and those which may occur immediately during the course of a school year due to ongoing changes in student status/enrollment. In an effort to minimize disruption in the delivery of student services, the administration shall make every effort to maintain an employee's position when their assignment has been affected due to a change in student status/enrollment. If the Board finds it necessary to eliminate the position affected by the change in student status/enrollment, thereby effecting a reduction in force, the employee holding the eliminated position shall have immediate bumping rights over less senior employees. The least senior employee in a position for which the displaced senior employee is qualified shall be laid off with no less than thirty days' notice. The bumped employee shall be placed on the recall list according to seniority.

8.4 Recall

A. Implementation

The administration and NSSEA shall jointly oversee the recall process.

B. Recall Notification

The administration shall simultaneously send a written notice of recall by certified mail and a verbal notice of recall by telephone when possible.

C. Employee Contact Information

It is the responsibility of employees on the recall list to supply the Assistant Superintendent of Human Resources with current address and phone number information. This responsibility includes providing additional contact information for periods when an employee may not be available at their primary residence due to travel, etc.

D. Recall Sequence

Recall shall be based upon NSSEO seniority and specialized qualifications required for a position. The recall shall be based upon information provided in the published seniority list. In the event of equal seniority, the following (listed in order of priority) shall be used to determine the recall sequence:

1. Highest salary placement on NSSEO salary matrix;
2. Highest number of licenses/approvals held; or
3. Drawing of lots.

E. Employee Response to Recall Notice

An employee who fails to respond to a recall notice within fifteen (15) days of the first date of notice issued by the postal service shall relinquish recall rights and seniority. An employee who declines the first position offered shall move to the bottom of the recall list for one school year, with no loss of seniority for the following year. An employee who declines a second position shall be considered as having tendered a resignation, effective immediately.

F. Recall Periods

Employees who are honorably dismissed at the close of a school year shall be maintained on a recall list through the first day of the following school year. Employees who are laid off after the school year begins, but prior to January 1st, shall be maintained on a recall list through August 31st of the following calendar year. Employees who are laid off after the school year begins, but after January 1st, shall be maintained on a recall list through the first day of the following school year.

8.5 Placement

A. Transition Support

In the interest of educational excellence, an employee recalled to a different position/program shall be given an opportunity to observe the new assignment when possible and to receive mentoring.

B. Immediate Specialized Qualifications Transfers

A specialized qualification employee recalled to a position not requiring such qualifications shall be given first consideration should a specialized qualified position become available during the year. The Superintendent may, at his/her discretion, transfer the specialized qualification employee, involuntarily, if necessary, so long as the action is in the best interest of NSSEO. In the event a specialized qualification employee is transferred, the non-specialized qualification position shall be extended to the most senior employee on the recall list.

C. Volunteers

So long as seniority and specialized qualifications are honored, the administration shall have the right to seek volunteers for placements.

8.6 Employee Benefits

A. Protection of Benefits

An honorably dismissed employee who is recalled for service shall be entitled to all benefits effective at the time of their layoff, including placement on the salary matrix, unused accumulated sick leave, and seniority.

B. End-of-the-Year-Dismissal

An employee who receives notice of honorable dismissal no more than thirty (30) days prior to the close of a school year shall receive full insurance benefits through August 31st if the employee fulfills the terms of their contract.

C. Mid-Year Dismissal

An employee who receives mid-year notice of honorable dismissal shall receive paid insurance benefits for ninety (90) days following dismissal. In addition, the employee shall be granted one (1) day of release time to seek other employment. The ESP shall receive paid insurance benefits for ninety (90) days following dismissal.

D. New Employee Freeze

In no case shall the Board hire new employees while there are laid-off employees who are qualified for vacant or newly created positions.

ARTICLE IX
Committees

9.1 Joint Committees

The Board and Association agree to support joint committees that facilitate implementation of the provisions of this agreement. Meetings of joint committees are not subject o additional compensation.

A. Association/Superintendent Committee

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

B. Association/Board Committee

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

C. Insurance Committee

1. Responsibilities
   The responsibilities of the Joint Insurance Committee shall include, but not be limited to, the following: monitoring/containing costs, recommending carriers, assessing delivery of services by carriers, researching industry-wide trends, and providing educational programs

for insurance participants. The Insurance Committee may make recommendations regarding insurance cost containment measures, improvements in benefits, and plan redesign. Such recommendations shall be subject to negotiations by the NSSEA and the Board.

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

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

D. Calendar Committee

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

E. Safety Committee

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

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

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

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

F. Technology Committee

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

G. School Day Committee

A joint scheduling committee of five (5) Union representatives and five (5) Board representatives will meet to research and make recommendations to the Governing Board regarding alignment of building schedules to be implemented for the 2027-2028 school year. The recommendations of the committee will address: consistent start and end times for NSSEO schools, increased opportunities for common plan time, and professional development.

9.2 District Committees

A. Building Leadership Team (BLT) and District Leadership Team (DLT)

The Board and the Association agree to maintain a Building Leadership Team ("BLT") at each program and a District Leadership ("DLT") to promote collaborative communication and shared leadership. The BLT and DLT are advisory in nature.

1. The purpose of the BLT and DLT shall be to:
   - Facilitate transparent, two-way communication between staff and administration regarding working conditions and employee training:
   - Support building and district goals aligned with NSSEO's mission, Strategic Plan, and continuous improvement efforts;
   - Provide a forum for discussion of programmatic initiatives and staff feedback;
   - Promote a culture of collaboration, mutual respect, and shared responsibility.
2. Membership
   - The DLT shall be comprised of an equal number of Administration and staff members. The BLT shall be comprised of representation, including both Certified/Licensed (C/L) and Educational Support Personnel (ESP), where applicable.
   - BLT members shall be appointed by Administration. BLT members shall be appointed through an application process.
   - To promote continuity, members are encouraged to commit to a three (3) year term, unless otherwise mutually agreed.

3. Operations
   - The BLT shall meet monthly, either before or after the contractual workday, as determined by the team and approved by Administration.
   - The DLT shall meet as mutually agreed by the parties, but no fewer than four (4) times per school year.
   - Agendas may be developed collaboratively by team members.
   - BLT members shall communicate with their respective constituent groups on a regular basis to gather feedback and share information discussed during meetings.
   - The BLT may review input from building-level committees to promote alignment with building and district goals.

4. Compensation
   Attendance at required meetings of the BLT or DLT outside of the contractual workday or scheduled work hours will be compensated at the applicable extra duty (C/L) or hourly rate (ESP).

ARTICLE X
Vacancies, Promotions and Transfers

10.1 Vacancies

A. The Superintendent/designee of NSSEO shall have posted in all school buildings and on the NSSEO website a notice of all new vacancies covered by this contract, as they occur.

B. No such vacancy shall be filled on a permanent basis until such vacancy has been posted at least ten (10) days, except during summer recess.

10.2 Voluntary Transfer

A. Consideration will be given to ESPs who have requested a voluntary transfer. An ESP who has requested a transfer shall be granted an interview upon request when requirements and/or qualifications are met.

B. Any ESP may apply for transfer to another building, position, program, or another grade level at any time. Such application shall be in writing to the Superintendent/designee. A denial with rationale of a transfer to a vacancy existing at the time of such request shall be in writing. Salary placement shall not be a consideration for a voluntary transfer. When a request for voluntary transfer is honored, the ESP shall carry all accrued seniority to the new position.

10.3 Involuntary Transfer

Except as the result of a reduction in force, any transfer which is not acceptable to the

ESP involved shall be considered an involuntary transfer and subject to the following provisions:

A. Upon their written *request*, an ESP affected by an involuntary transfer shall be allowed to resign without penalty for up to thirty (30) workdays following implementation of the transfer.

B. Except in an emergency or other atypical situation, written notice of proposed involuntary transfers shall be given to the ESP involved no less than thirty (30) days prior to transfer.

C. An employee may request a meeting with the Superintendent/designee, at which time the employee shall be notified of the reasons for the transfer. A representative of the Association shall be present if requested by the employee.

D. An involuntary transfer is a transfer to a different program. Change of age level within a program is not an involuntary transfer.

1. There will be a provision of a one-half-day release time for an ESP who has been involuntarily transferred to be introduced to the new assignment. If a conflict situation occurs that makes it questionable that an ESP can be released, the Superintendent/designee will confer with the Association President in order to resolve the situation.

2. Additionally, up to two (2) days total release time may be granted at the discretion of the Administrator.

E. When an ESP is involuntarily transferred, the ESP shall carry all accrued seniority to the new position.

ARTICLE XI
Grievance Procedure

11.1 Definition

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

11.2 Grievance Procedure

A. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal.

B. Second Step

If the grievance cannot be resolved informally, the aggrieved ESP shall file the grievance in writing with the program administrator and, at a mutually agreeable time, discuss the matter with the program administrator. The written grievance

shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged to be misrepresented, violated or misapplied, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The program administrator shall make a decision on the grievance and communicate it in writing to the ESP and the Superintendent within ten (10) school days after receipt of the grievance.

C. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved ESP shall file, within five (5) school days of the program administrator's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent shall meet to discuss the grievance. The Superintendent shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the ESP and the program administrator.

D. Fourth Step

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving ESP to the Superintendent within thirty (30) days from receipt of the step three answer, to enter into such arbitration; the arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services shall be borne equally by the board and the Association.

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

11.3 Association Participation – ESP Represented

A. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a written grievance at any level, if requested by the grieving ESP, and no ESP shall be required to discuss any written grievance if the Association's representative is not present.

B. Every ESP covered by this agreement shall have the right to present grievances in accordance with these procedures.

C. Failure of an ESP (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

D. It is agreed that any investigation or other handling or processing of any grievance by the grieving ESP shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving ESP or of the other ESP.

E. Class grievances involving one or more ESP or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at step two.

ARTICLE XII
Negotiations Procedures

12.1 Representatives and Timelines

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

12.2 Negotiations Procedures

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

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

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

12.3 Declaration of Impasse/Request for Mediation

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

12.4 Mediation

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

settlement or make findings of fact.

ARTICLE XIII
Effect of Agreement

13.1 Complete Understanding

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

13.2 Employment Agreements

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

13.3 Savings Clause

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

13.4 Term of Agreement

This Agreement shall be effective the first day of the work year, August**,** 2026 and shall remain in effect until the last day of the work year in the 2030-2031 school year.

This Agreement is signed this August 17, 2026.

In witness thereof:

For the Northwest Suburban Special Education Association	For the Northwest Special Education Organization
_____	_____
President	President
_____	_____
Secretary	Secretary

Appendix A

NSSEO ESP Salary Matrix 2026-2027				
	LANE II	LANE III * Closed Lane	**LANE IV**	**LANE V**
STEP 0	22.62		26.82	33.47
STEP 1	22.92		27.18	33.96
STEP 2	23.18		27.53	34.41
STEP 3	23.50		27.91	34.91
STEP 4	23.77		28.28	35.36
STEP 5	24.09		28.67	35.88
STEP 6	24.35		29.01	36.33
STEP 7	24.62		29.39	36.83
STEP 8	24.90		29.78	37.32
STEP 9	25.20		30.17	37.83
STEP 10	25.49		30.57	38.34
STEP 11	25.77		30.98	38.86
STEP 12	26.08		31.38	39.40
STEP 13	26.39		31.80	39.92
STEP 14	26.69		32.21	40.46
STEP 15	27.01		32.64	41.00
STEP 16	27.32		33.09	41.56
STEP 17	27.98		33.97	42.69
STEP 18	28.41		34.56	43.47
STEP 19	28.87		35.16	44.26
STEP 20	29.09		35.45	44.65
STEP 21	29.34		35.76	-
STEP 22	29.55		36.08	-
STEP 23	29.81		36.37	-
STEP 24	30.00		36.70	-
STEP 25	30.25		38.36	-
STEP 26	30.50		38.71	-
STEP 27	30.71		39.05	-
STEP 28	30.96		39.42	-
STEP 29	31.94		40.82	-
STEP 30	33.03		42.27	-

Custodial/Maintenance in Lane II
Technology/Custodial/Maintenance (12 month ESPs) based on 262 days, 2,096 hours ESPs Based on 196 days - 1,274 hours
7 & 7.5 hrs ESPs will receive a 5% increase
ESP off of Salary Matrix in Lane II , IV, and V will receive a 5% Increase
Audiology Assistant and Tech Dept Staff will receive a 5% increase.
Lane IV Positions Include: Bilingual Asst., Hallway Asst., Employment Specialist Job Coach Asst., Vocational Asst., Building Asst. Classroom Signing Asst.
Lane V Positions Include: COTA, PTA, Nurse, Educational Sign Language Interpreter

Appendix B

NSSEO ESP Salary Matrix 2027-2028				
	LANE II	**LANE III * Closed Lane**	**LANE IV**	**LANE V**
STEP 0	23.36		27.67	34.51
STEP 1	23.63		28.02	34.97
STEP 2	23.95		28.41	35.49
STEP 3	24.23		28.77	35.96
STEP 4	24.55		29.16	36.48
STEP 5	24.84		29.55	36.96
STEP 6	25.17		29.95	37.49
STEP 7	25.44		30.32	37.96
STEP 8	25.73		30.71	38.49
STEP 9	26.02		31.12	39.00
STEP 10	26.33		31.52	39.53
STEP 11	26.64		31.94	40.06
STEP 12	26.93		32.37	40.61
STEP 13	27.25		32.80	41.17
STEP 14	27.57		33.24	41.72
STEP 15	27.89		33.66	42.28
STEP 16	28.22		34.11	42.85
STEP 17	28.54		34.57	43.43
STEP 18	29.24		35.50	44.61
STEP 19	29.69		36.11	45.43
STEP 20	30.17		36.75	46.25
STEP 21	30.40		37.04	-
STEP 22	30.66		37.37	-
STEP 23	30.88		37.70	-
STEP 24	31.15		38.01	-
STEP 25	31.35		38.35	-
STEP 26	31.61		40.08	-
STEP 27	31.87		40.46	-
STEP 28	32.10		40.81	-
STEP 29	32.36		41.19	-
STEP 30	33.38		42.66	-

Custodial/Maintenance in Lane II
Technology/Custodial/Maintenance (12 month ESPs) based on 262 days, 2,096 hours
ESPs Based on 196 days - 1,274 hours
7 & 7.5 hrs ESPs will receive a 4.5% increase
ESP off of Salary Matrix in Lane II , IV, and V will receive a 4.5% Increase
Audiology Assistant and Tech Dept Staff will receive a 4.5% increase.
Lane IV Positions Include: Bilingual Asst., Hallway Asst., Employment Specialist
Job Coach Asst., Vocational Asst., Building Asst. Classroom Signing Asst.
Lane V Positions Include: COTA, PTA, Nurse, Educational Sign Language Interpreter