AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
WAUKEGAN UNIT SCHOOL DISTRICT #60
LAKE COUNTY, ILLINOIS

AND THE

LCFT

WAUKEGAN PSYCHOLOGISTS
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2018-2019
2019-2020
2020-2021
2021-2022
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General Provisions

A. Parties to the Agreement

This Agreement is made by and between the Board of Education of Community Unit School District No. 60, Lake County, Waukegan, Illinois, hereinafter referred to as the "Board" and the Waukegan Psychologists Council Lake County Federation of Teachers, Local 504, Illinois Federation of Teachers, hereinafter referred to as the "Union."

B. Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for all regularly employed full and part-time licensed Psychologists, with respect to wages, hours, terms and conditions of employment.

C. Fair Practices

1. Rights

The Board will not discriminate on the basis of age, race, color, religion, sex, sexual orientation, or national origin, regarding hiring, firing, compensation, terms, conditions, or privileges of employment.

2. Employment Opportunities

Further, the Board agrees to forbid limiting, segregating or classifying Psychologists in any way that tends to deprive any Psychologist of employment opportunities or adversely affects his/her employment status because of his/her age, race, religion, sex, sexual orientation, or national origin.

3. Civil Rights Act of 1964

Sections 1 and 2 are subject to exceptions as covered under the Civil Rights Act of 1964 as amended.

4. Equal Representation

The Union agrees to represent equally and without prejudice all members of the bargaining unit.
Article II

Individual Psychologist Rights

A. Seniority

1. Definition

Seniority shall be defined as the total number of continuous contractual years beginning with the date of the first in the last series of signed, unbroken employment contracts as a Psychologist in the District (includes service in School Districts later absorbed by Community Unit District No. 60, Lake County).

2. Interruptions of Service

Periods of leaves of absence shall not interrupt continuous service. All such periods other than for sick or sabbatical leave shall not be counted in determining length of service. If there is a conflict between the terms of this provision and a specific leave provision in Article VI, the Article VI provision shall apply.

3. Seniority List

A seniority list shall be prepared annually by the Board and a copy shall be given to the Union President on or before February 1 of each year. The seniority list shall contain all Psychologists in the bargaining unit ranked in order of seniority.

B. Reduction in Force

1. District-Wide

For the purposes of this Article, seniority shall be considered on a District-Wide basis, Pre-K through 12.

2. School Code

Reduction-in-force shall be in accordance with School Code and any agreements reached by the Senate Bill 7 Joint Committee (ILCS 5/24-12).

3. Years of Service

A year of service is defined as the normal school year as adopted by the Board for certificated Psychologists. Part-time Psychologists shall earn years of service on a pro-rata basis that recognizes their contracted Full-time employee status.
4. **Continuous Contractual Service**

Any Psychologist whose contract is not renewed at the end of the school year but is rehired for the following school year shall be considered as having continuous contractual service.

C. **Observation and Recording of Psychologists' Activities**

The District shall not, by photographic, electronic, or mechanical means, observe, monitor, or record Psychologist work with students, IEP meetings, or Union Meetings or other lawful activities related to Psychologists without the knowledge and consent of the parties involved. Special consideration will be made to allow recording of a meeting under the American with Disabilities Act for an individual with a documented processing need.

D. **Student Discipline**

1. **Shared Responsibility**

The responsibility for pupil discipline is jointly shared by the parents, the Board, the Administration and the Psychologist, as well as the student himself/herself.

2. **Discipline Policy**

The Board shall provide a copy of the parent/student handbook to each Psychologist with the expectation that they are to enforce the Parent/Student Handbook and exercise sound professional judgment when reprimanding a student for disciplinary action.

3. **Building Handbook**

The Principal shall provide each Psychologist a building handbook, which shall include a set of clear procedures regarding discipline problems on or before the first day of school.

4. **Agreement to Follow**

The Administration and the Psychologist agree to follow the Board's rules and regulations concerning student discipline.

E. **Affiliation**

Psychologists shall have the right to join or not to join the Union. Psychologists shall not be encouraged to join nor discouraged from joining any collective bargaining organization by supervisors, administrators, or other representatives of the Board.

F. **Union Representation at Psychologist/Administrator Meetings**

When requested by a Psychologist, a Union representative shall be allowed to attend any meeting of a potentially disciplinary nature between the Psychologist and administrator(s). Such meetings shall not include evaluation conferences. A Union representative cannot be denied attendance by the administrator. The unavailability of a Union representative shall not be used by the Psychologist to delay a meeting if sufficient time is allowed in scheduling said meeting. A Union Representative should not forgo their primary responsibilities (e.g. IEP Staffings, individual problem solving meetings, Building Leadership Team meetings, grade level team meetings, etc.)
G. **Dress Code**

Whenever parents and students are normally present, Psychologists shall dress in a professional manner (i.e. no jeans, shorts or flip-flops) that reflects their educational duties. Casual clothes may be appropriate for field trips, spirit days, and In-service days.

H. **Due Process**

The District shall discuss with the Psychologist any concern which may lead to a disciplinary action. No Psychologist shall be disciplined or deprived of any right, benefit or privilege without procedural due process. The District shall offer constructive suggestions, if necessary, for correction of the identified problem(s) as part of the disciplinary process.

Disciplinary action will only be taken against a Psychologist for just cause. The parties agree that "Daugherty’s Seven Tests for Just Cause" will be the standard by which just cause will be judged. The Psychologist shall be entitled to have a Union representative present at any investigatory or disciplinary meeting. The Psychologist shall be informed by the Administrator of the purpose of any investigatory or disciplinary meeting and the Psychologist’s right to invoke his/her Weingarten rights.

Except for in an emergency situation (unsafe/illegal), the parties adopt the concept of progressive discipline. Disciplinary action for the purpose of this provision shall include the progression below:

A. Oral Warning
B. Written warning
C. Written reprimand
D. Suspension with or without pay

At Step B, the Psychologist will be provided with a written description of the offense(s), a description of corrective action to be taken and a time period within which to complete the corrective action. All information forming the basis for suspension action will be presented to the Psychologist and the Union at the time a suspension with or without pay is issued.
Article III

Union Rights

A. Dues Deduction

1. Authorization of Deduction

The Union or any Psychologist who is a member of the Union or any other Psychologist organization who has applied for membership may deliver to the Board an assignment authorizing deduction of membership dues. The Board shall honor employees' individually authorized deduction forms, a copy of which shall be provided to the Board, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Such authorization shall continue in effect from year to year and shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Such authorization shall include the deduction of the unpaid balance from the final check if the Psychologist terminates employment prior to the payment of the full amount of the authorized deduction.

The parties will work collaboratively to efficiently manage dues revocations. In the event that an employee attempts to revoke his/her dues deduction authorization, the parties will notify each other and the Union will determine if the attempted revocation is permitted by the terms of the executed authorization. The Union will notify the employer of any applicable dues deduction revision. Dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete services to the District.

2. Deduction Period

Dues deduction shall begin with the first pay period in November and conclude with the last pay period in May.

3. Indemnification

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits and other forms of liability, including, but not limited to, damages, attorneys’ fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished to the District under any of such provisions, or claims arising from either decisions of the Union concerning the allowability of dues revocation demands or the Union's membership authorization agreement and its dues collection process.

B. COPE Deduction

The Board agrees, if on file in the Business Office by October 15, to honor contribution deduction authorization from its Psychologists in the following form (or reasonable likeness, if the parties agree):

I hereby authorize the Board of Education to deduct from my salary, during the last pay period in October only, the sum of $ ________ and to forward that amount to the Lake
County Federation of Teachers, Committee on Political Education (COPE). This authorization shall continue in effect from year to year unless revoked by me in writing prior to October 15 of any school year, or upon termination of my employment. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payment to the COPE are not conditions of membership in the Union or of employment with the District.

C. Dissemination of Information to Union

1. **Agenda, Minutes, and Reports**

   Upon request, the Board shall furnish to the Union President the following documents and kinds of information: Board agenda; official minutes of Board meetings; copies of individual school building handbooks and revisions; all adopted Board policy manuals; annual auditor's report; current adopted budget; preliminary budget (display budget used prior to adoption of final budget); monthly financial reports; step and lane placement; and minutes of District wide and public meetings, when said minutes are kept.

2. **Faculty List**

   Faculty lists of psychologists including home addresses shall be given to the Union as soon as available each year and names, and home addresses of psychologists who are employed after that date shall be made available on a monthly basis. The District will notify the Union within ten (10) days of employees who terminate service with the District.

3. **Negotiations Data**

   The Board shall provide to the Union upon request any and all available information, statistics and records which are relevant to negotiations. The Board may provide such information in the form in which it regularly is maintained.

D. **Listings**

   The Union and its officers shall be listed in the online School District Directory.

E. **Right to Enter Schools**

   The President of the Union and or designee shall have the right to visit school buildings any time the President and or designee is not involved in direct service, curricular or co-curricular. In addition, he/she shall not interfere with the direct service of the Psychologist or Psychologists to be visited. The President and or designee must sign out of his/her own building and sign in to the visited building, in the School Office or at a place in the building designated to sign in.

F. **Meetings**

1. **Superintendent/Union President**

   The Superintendent and/or designee(s) shall meet on an as needed basis with the President of the Union and/or designee(s).
2. **Principal/Representative(s)**

   The Principal of each school shall meet with Union representative(s), upon request of the Union President.

   The meetings shall be arranged to discuss matters relating to the implementation of this Agreement and individual building working conditions. At the request of the Principal and/or Psychology Coordinator/Lead of Psychology services, the Union President must give notices as to the issues to be discussed at least three (3) school days prior to the meeting, except in the case of emergencies, when three (3) day’s prior notice is impracticable.

   Every effort shall be made not to interfere with mandatory meetings (e.g. IEP meetings, individual problem solving meetings, Building Leadership Team meetings, grade level team meetings, etc.)

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### G. Use of School Facilities

#### 1. Meetings Allowed

   The Psychologist Union shall be permitted to hold meetings in each building before or after Psychologist hours or during their lunch hour. Mandatory meetings scheduled by the Administration (e.g. IEP Meetings, individual problem solving meetings, Building Leadership Team meetings, grade level team meetings, etc.) take precedence over the Union meetings. The Building Principal(s) and the Psychology Coordinator/Lead of Psychology services shall be notified of the meeting at least five (5) business days prior to the meeting.

#### 2. Availability/Custodial Charges

   The Board shall permit the collective bargaining organization to use its facilities for such meetings provided the same are available without interference with regularly scheduled school functions. When special custodial services are required, the Board may make a reasonable charge for this service.

#### 3. Using School Equipment

   The Union shall have the right to use school equipment, including but not limited to typewriters, duplicating equipment, calculating machines, computers and all types of audio-visual equipment (except that no collective bargaining organizations may make use of the print shop) after the Psychologists’ normal workday has ended and the equipment is not otherwise in use. If the use is significant, The Union shall pay for the reasonable cost of all materials and supplies incidental to such use. The Union shall notify the Unit Administrator of the need to use the facility equipment, and agree on payment, if necessary.

#### 4. Mailboxes, Bulletin Boards, and Intercoms

   The Union shall have normal use of mailboxes and bulletin boards and use of building intercoms before or after school hours after consultation with the building Principal.

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### H. Conventions/Union Business
1. **Union Conventions**

   Up to two (2) Psychologists may attend the triannual IFT Convention for a period not to exceed one (1) day each without loss of pay contingent upon the completion and submission of the Professional Training and Travel Approval Form at least three weeks prior to the date of travel.

2. **Union Business**

   The Union President may use up to three (3) days a year which can be taken in full day or half-day increments for Union business, without loss of pay (provided the time is not related to any strike or protest activities in this or any other District). Responsibility to attend mandatory meetings such as IEP meetings, individual problem solving meetings, universal 3TM meetings, grade level meetings, etc. shall be considered when scheduling Union business meetings.

I. **Communication**

   The Union shall be notified within three (3) calendar day of the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the Union, dues payers, or non-members.

J. **New Employee Orientation**

   During the first ten (10) days of an employee's service to the District, the District will provide up to thirty (30) minutes for a bargaining unit representative(s) designated by the Union to meet with the newly-hired employee. This may occur with new employee orientation.
Article IV

Evaluation and Files

A. Evaluation, Professional Development Plan, Consulting Psychologist and Remediation

1. Qualified Administrators

Evaluations of licensed School Psychologists shall be done by administrators who have been licensed by ISBE with a Professional Educator License with a School Psychology Endorsement and an Administrative Endorsement, and who have also met the State prequalification and training requirements as defined by the Performance Evaluation Reform Act (PERA). Such a qualified administrator is hereinafter referred to as “evaluator”.

2. Purpose

The purpose of evaluation is to improve the services of the elementary and secondary public schools of Illinois by requiring that all certified school district employees be evaluated on a periodic basis and that the evaluations result in assistance for professional growth prior to remedial action being taken when deemed necessary.

3. Evaluation Procedure and Document

The evaluation procedure for psychologists is as follows:

a. Probationary psychologists are defined as district psychologists that have not received tenure from the school district.

b. All probationary and tenured psychologists in an evaluation year must type their goals (using the S.M.A.R.T. goals format). These goals will match Best Practices in the School Psychology field. These goals must be turned in by the goal-setting meeting, which shall take place by the end of the first week of September.

c. A pre-conference must take place between the psychologist and the Evaluator prior to a formal observation taking place. The formal observation day shall be mutually scheduled by the Evaluator and psychologist.

d. There are two evaluation meetings for probationary psychologists (preliminary and summative). The preliminary evaluation must take place by November 30th. The summative evaluation meeting must take place by the end of the first week in March. All probationary psychologists are evaluated each year.

e. Tenured psychologists have one evaluation meeting by the end of the first week in May. Tenured psychologists are evaluated every other year unless they are on remediation.

f. The evaluation also consists of the completion of an Administrator Feedback Rubric that is completed by the administrator in the building(s) where the psychologist works (e.g. Building Principal, Associate/Assistant Principal, House Principal, Coordinator.)

g. Each Psychologist who is being evaluated will complete a consultation case. Evidence of the consultation case will be provided to the Coordinator/Lead. The Psychologist, in consultation with the Coordinator/Lead, will determine how evidence is demonstrated (e.g., presentation, artifact(s), tape recording, written summary, observation, etc.).
4. **Scoring and Rating**

Summative ratings will be based upon the score ranges indicated on the Formal Observation Form (these ratings will automatically calculate using the automated scoring program). Scoring categories and rating scales shall be presented as part of the evaluation instrument which will have a rating of Excellent, Proficient, Needs Improvement and Unsatisfactory. Additionally, an indicator may receive a rating of Not Observed/Does Not Apply, if a psychologist is not required to perform this job duty, or if the indicator was not observed during the evaluation process. Indicators rated as Not Observed/Does Not Apply automatically are not counted in the summative rating.

**Excellent:** A Psychologist consistently performs his/her professional responsibilities.

**Proficient:** A Psychologist usually performs his/her professional responsibilities.

**Needs Improvement:** A Psychologist sometimes performs his/her professional responsibilities.

**Unsatisfactory:** A Psychologist rarely performs his/her professional responsibilities.

5. **Objections**

If the Psychologist feels his/her formal written evaluation is incomplete, inaccurate or unjust, the Psychologist may put his/her objections in writing. A copy of the written objection shall be attached to the written evaluation summary.

6. **Filing Evaluations and Objections**

A copy of all formal written evaluations and any attached written objections shall be placed in the Psychologist’s official personnel file.

7. **Re-Employment Probability**

The Evaluator or other appropriate administrator shall advise the non-tenured Psychologist at or promptly following the final evaluation of the recommendation for continued employment. The Board of Education, however, retains the right to make all employment decisions, and any statement made with regard to probable reemployment shall not constitute an offer or promise of employment.

8. **Professional Development Plan for Performance**

Any Psychologist who receives a summative rating of "needs improvement" will receive a professional development plan for performance. This plan will be developed in collaboration with the Psychologist, and the administration, supervising administrator and selected union representative within thirty (30) school days of receipt of the summative.

The professional development plan for performance will include the following:

a. Description of employee strengths
b. Description of the areas identified as "needs improvement" and "unsatisfactory" based on summative evaluation.
c. List of identified expectations to be achieved.
d. Indication of assistance to be provided.
e. System for monitoring progress.
f. Evidence of success.
g. Resources needed.
h. Timeline for completion.

The written professional development plan shall be dated and signed by all the participants, with one (1) copy placed in the Psychologist's official personnel file and one (1) copy sent to the Union.

If the Psychologist has corrected the performance areas and receives a rating of "proficient" or "excellent", he or she is returned to the regular evaluation cycle.

9. Remediation

a. Remediation Status

Any tenured Psychologist who receives an overall unsatisfactory rating and the reason(s) for such rating are deemed remediable shall be placed upon remediation status. The Summative Review is due in Human Resources by 1) the end of November for remediation during the spring semester or 2) the end of the first full week in May for remediation during the fall semester.

b. Remediation Plan

Within thirty (30) days of receipt of the signed summative evaluation placing the Psychologist on remediation status, a remediation plan shall be developed for implementation to correct the remediable deficiencies cited. Participants in the plan shall include the Psychologist, a qualified Evaluator, and a consulting Psychologist. The written remediation plan shall contain the following components:

1) Description of the employee strengths.
2) Description of the areas identified as "needs improvement" and "unsatisfactory" based on formal written summative evaluation.
3) Indication of assistance to be provided.
4) System for monitoring progress.
5) Evidence of success.
6) Resources needed.
7) Timeline for completion.

The written remediation plan shall be dated and signed by all the participants, with one (1) copy placed in the Psychologist's official personnel file and one (1) copy sent to the Union.

c. Results of Remediation

Any tenured Psychologist on remediation status shall be formally evaluated and rated once every thirty (30) school days for the ninety (90) school day remediation period immediately following receipt of the remediation plan. While the consultant prescribed by the State Evaluation Procedure shall participate in the drafting and implementation of the remediation plan and shall provide advice and counsel to the Psychologist rated unsatisfactory on how to improve the areas rated as unsatisfactory and needs improvement and to successfully complete the remediation plan, the sole responsibility for the formal evaluations shall rest with the Evaluator, or appropriately certified designee.
If the Psychologist on remediation status subsequently is evaluated with an overall rating of "proficient" or "excellent", he or she shall be placed on the standard evaluation schedule.

If the Psychologist on remediation status is still evaluated with an overall rating of unsatisfactory at the end of the remediation plan, the Board shall automatically institute dismissal procedures against the Psychologist in accordance with the School Code.

d. Consulting Psychologist Criteria

A Consultant shall be provided who meets the requirements established within Illinois School Code.

e. Consulting Psychologist Selection

The Board shall furnish the Union with a roster of potential consultants upon notification of a Psychologist in danger of receiving an unsatisfactory evaluation. When a Consultant is needed and written notice of such is delivered to the Union, the Union shall review the list and submit to the Administration a ranked roster of at least five (5) qualified Consultants. The Administration shall contact Consultants from this roster in the order given until a Consultant is selected. Should the Union fail to submit a roster within seven (7) school days of receipt of request for such roster, the Administration may select the Consultant. Any Consultant may decline to accept consulting responsibilities. To the extent possible, Consultants shall be selected on a rotating basis. A process will be collaboratively developed between the Union and Administration to address situations where all Consultants decline the position.

f. Release Time/Stipend for Consulting Psychologist

A Consultant shall receive release time to perform his/her duty as a remediation team member or shall be paid their per diem rate for assistance beyond the work day. This estimate of hours beyond the work day shall be pre-approved by Lead Psychologist or Psychology Coordinator.

g. Consulting Psychologist Held Harmless

The Consultant shall not be required by either party to participate in any dismissal hearing. The Consultant shall be held harmless by the Board from any legal liability arising from the good faith performance of his/her responsibilities as Consultant.

10. Appendix E

The complete Psychologist Evaluation Plan is attached as Appendix E, which was comprehensively modified and agreed to between the parties through bargaining during 2012 and 2013 and updated through bargaining in 2018.

B. Personnel File

1. One (1) Official File

Only one (1) official file shall be kept for each Psychologist in the District and such file shall be kept in the Central Administrative Office, Office of the Executive Director for Human Resources. All written materials used as part of an employee evaluation shall be contained within this file.
2. **Right of Review**

Each Psychologist shall have the right, upon advance request, to review the contents of his/her official personnel file maintained at the Administration Office. Confidential credentials and other documents specifically excluded by law are exempt from such review.

3. **Psychologist Notification/Right to Dissent**

All communication including evaluations by supervisors or administrators, commendations and validated complaints directed toward the Psychologist, which are included in his/her official personnel file, shall be called to the Psychologist's attention. The Psychologist will be notified in writing, prior to the item's placement in the file. The Psychologist shall have the right to attach dissenting material to any item in the file.

4. **Signatures Required**

No document shall be included in the personnel file unless signed by the originator, or received by the district from an identified outside third party.

5. **Right to Photocopy**

Psychologists shall have the right to have photocopies of any non-confidential material as defined herein. The cost of any such copies shall be paid by the Psychologist.
Article V

Working Conditions

A. AESOP

Employees are to follow established attendance procedures by reporting all absences via the AESOP system. Said procedures shall be annually reissued by the Office of the Associate Superintendent for Human Resources.

B. Work Year

The Psychologist work year shall not exceed 200 days and shall typically begin five days before the day all teachers report to work and end one day after the last student attendance day (Records Day), and no more than four (4) institute days.

However, the Union recognizes that the teacher work year and the student school year may change; therefore, following calendar approval for the next school year, the School Psychology Coordinator will review any changes and contact the Union within a reasonable time, but by no later than the end the current school year, in order to assign a start and end date for Psychologists for the next school year.

C. Records Day

The final day of the first semester shall be a non-student attendance day. Psychologists may use this day to work on records. However, Psychologists shall be available for meetings with students, parents, and/or professional personnel.

D. School Day

1. Psychologist Availability

Psychologists shall be available for meetings with students, parents, and/or professional personnel.

Psychologists shall receive, on a semester basis, a tentative schedule of Individual Education Plan (IEP) conferences for that semester. Such schedule is subject to change and shall be revised in consultation with the relevant Psychologist(s) and administrator(s).

A participant in an IEP conference is required to remain at such meetings until the meeting is completed. The Administration will attempt to schedule these meetings during the course of the school day. If any such meetings continue more than sixty (60) minutes after the end of the work day, any Psychologist(s) required to be in attendance shall be offered compensation time or compensated at their per diem rate of pay. If any such meetings are scheduled to begin more than thirty (30) minutes before or after the regularly scheduled work day, Psychologist(s) required to be in attendance shall be compensated on a pro-rata basis. Such compensation shall be dependent upon verification of attendance by the Coordinator/Lead of Psychological Services.
2. **School Improvement Meetings**

Wednesdays are designated as required School Improvement Meetings. The amount of time allocated for School Improvement Meetings each month will be equal to one hour per Wednesday that school is in session for that month, not to exceed four (4) hours in months with five (5) Wednesdays, except for the months of December, which shall be limited to no more than two (2) hours of meeting time over no more than two (2) Wednesdays. School Improvement Meetings shall begin within twenty (20) minutes of the end of the school day or end no less than 20 minutes before the start of school. To facilitate professional development activities over one (1) hour in length, the Administrator in collaboration with the school's leadership team, may combine School Improvement Meetings. The psychologists may be convened by the Psychology Coordinator/Lead to attend staff development activities in lieu of the school based Wednesday School Improvement Meetings not to exceed the identified time.

E. **Work Load**

1. A Psychologist's workload will be limited to not more than eight hundred (800) students to one Psychologist.

2. Psychologists will receive Workload Implementation Compensation as afforded other related services personnel (e.g., Social Workers, Nurses, Speech Pathologists, OT/PT personnel, etc.) in accordance with the Workload Implementation Procedures.

F. **Multi-Tiered Systems of Support (MTSS)**

The Psychologist's role within MTSS includes being a building level resource and positive model and coach for administration and staff. Psychologists will follow District policies and procedures related to MTSS and participate with District leadership staff and direct supervisors to collaboratively address issues with implementation. Activities may include consulting and collaborating with staff, analyzing curriculum based assessment data, participating in Building Level and Grade Level Team Meetings, assisting in the development of intervention programs for behavior and academics, facilitating individual problem solving meetings, and recommending evaluation based on RIOT (Review, Interview, Observe and Test) procedures.

G. **504 Plans**

Psychologists will not be case managers for any 504 plans but recognize they may be part of the development of a 504 plan or a member of a 504 plan team.

H. **Psychology Interns**

A twelve hundred dollars ($1,200) stipend will be paid to each Psychologist who serves as an Intern Supervisor. A three hundred dollar ($300) stipend per intern will be paid to each Psychologist who serves as a Secondary Supervisor. Intern Supervisors and Secondary Supervisors will be selected by the Psychologist Coordinator.

I. **Work Space**
Lincoln Center will have a psychology conference room and shared workspace available for use of all psychologists. Psychologists will be provided with a designated workspace that includes a phone, door with a window, a computer with internet access, and ventilation in each of the buildings where he or she works. It is recognized that space is limited within the school system and psychologists may have to share their workspace with other staff and schedule duties accordingly. Additionally, it is recognized that problem-solving steps may need to be taken to support workspace allocation issues. The building administrator will make every effort to ensure that workspaces do not have unnecessary noise or other distractions. Additionally, the building administration will also make every effort to ensure that a space for confidential conversations, crisis management, counseling and student testing to take place is available as needed.

The following procedures will be implemented in order to support the above language:

1. When psychologist placement letters are shared with building administrators in the spring prior to the upcoming school year, a note will be added that includes reference to the above contract language and allocation of work space for the building psychologist for the upcoming school year will be addressed.

2. At the beginning of the school year, each psychologist will complete a short document comprised of questions in relation to the workspace that they are provided by building administration. Should any issues arise upon receipt, the school psychology coordinator will make arrangements to meet with the building administrator to work to resolve these issues.

3. During the school year, the psychologists are directed to immediately share any workspace issues with the building administrator and school psychology coordinator so that steps can be taken to resolve any issues.

J. Mail Delivery & FAX Machines

1. Psychologists shall have access to the FAX machine in each building for conducting official school business with the permission of the Administrator.

2. Psychologists shall have an assigned mailbox in each of their assigned buildings.

K. Health and Safety

1. General

   a. Safe and healthful conditions shall be maintained throughout the school buildings in the District. The District shall make an earnest effort to maintain minimum room temperatures in each building as contained in state specifications.

   b. Within our fiscal capacity, the Board shall comply with state and federal mandates as they relate to asbestos abatement and removal actions.

   c. Supplies shall be maintained in washrooms: toilet paper, hand towels, and soap.

   d. Any Psychologist has the right to request administrative support in a meeting in which he/she is subjected to verbal abuse, physical confrontation, threats, and/or feels there is potential for violence. If such an event occurs the Psychologist will break the meeting in order to contact an administrator for support. Should an Administrator not be available to join the conference
the meeting shall be recessed and reconvened by the Psychologist at an agreed upon date and time that the Administrator is able to be present. A Psychologist has the right to have an Administrator present if he/she anticipates that a meeting may be confrontational.

e. If there is no heat, no electricity, or no water prior to or at 6:00 a.m. for middle and high schools and early elementary schools or at 7:00 a.m. for late elementary schools, Psychologists shall not be expected to work in a school without heat, electricity, or water but, shall work in their Lincoln Center office or other assigned building.

f. All buildings shall develop a safety and evacuation or physical assistance plan (with the assistance of the fire department) for students utilizing wheelchairs. If an elevator or lift is not functioning, Psychologists shall not carry students.

2. Medical Examination

The cost of any physical examination, which the Board requires other than, the medical examination required for initial employment shall be paid in full by the Board up to the fee charged by the Board physician. The required medical examination shall be on file in the Personnel Office before the employee’s first paycheck is released.

3. Tuberculosis Test

Upon initial employment in the District, a Psychologist is required to submit a negative TB report prior to the beginning of the school term. The required tuberculosis test shall be on file in the Personnel Office before the employee’s first paycheck is released.

Except upon initial employment, annual T.B. reports are not required of Psychologists. However, the Board may require periodically at Board expense, a T.B. examination from any Psychologist.

4. Bomb Threats

Psychologists shall not be required to search for suspected bombs, intruders or other dangers throughout any building, but a Psychologist shall be responsible for checking his/her workspace for potential threats.

5. Personal Security

The Administration shall work with Psychologists to create an atmosphere of personal security. In this effort both Administration and Psychologists shall share in confidentiality issues that may impact that security.

L. Notification of Assignment

Prior to the end of each school year, the Psychology Coordinator/Lead shall provide Psychologists with a tentative assignment as defined in Article V, Section E for the upcoming school year.

By the first day of the school year, Psychologists will be notified of their assignment as defined in Article V Section E for the current school year. If changes need to be made in a Psychologist’s assignment after the first day of the school year, he/she will be notified as to the change.

M. Reassigned Administrators/Salary
If Administrators are reassigned to School Psychologist Bargaining Unit work, said Administrators shall be placed on the salary schedule at the correct step and column in accordance with their level of experience.

N. **Co-Curricular Positions**

Psychologists that wish to carry a stipend co-curricular position must obtain the permission of their Coordinator/Lead Administrator assuring that said assignment does not impact on their assigned duties. Assignments that carry a stipend shall not be assigned without the consent of the Psychologist.

O. **Vacancies**

1. **Notices**

During the school term, the Administration agrees to give notice of vacancies existing or anticipated in all professional staff positions for the following school year before filling the vacancy. Notices shall be posted in each school ten (10) school days prior to the filling of the position. No interviews shall take place prior to the closing of the posting of the vacancy. No applications shall be accepted after the posted deadline.

2. **Applications**

Any Psychologist who meets specified requirements for job opportunities and desires to make application for any vacancy should file a written application to the Executive Director for Human Resources and shall receive a confirmation of application if it is submitted by e-mail.

3. **Union Notification**

The Administration agrees to notify the Union President, or a designated representative of the Union, of professional staff vacancies for the following year that take place between the end of the school year and the start of the next school year.

P. **Voluntary Transfers/Involuntary Transfers**

Psychologists may request a transfer to any open positions within the bargaining unit. Requests will be reviewed by the Coordinator/Lead Administrator.

In the event that a Psychologist is transferred to a new Building Assignment, the Psychologist has the right to request a meeting with the Psychology Coordinator or Lead Psychologist to discuss the change.

Q. **Summer School**

The Administration shall post notices of anticipated openings for summer employment by May 1. Psychologists desiring summer employment shall apply via the district application process within the
identified timeline. All in-district applicants shall be notified in writing of their status by June 1. Psychologists will be chosen to work summer employment based upon need and qualification.

R. **Employee Retention**

Psychologists may resign at any time following procedures established in the Illinois School Code. The Union expects Psychologists to uphold the law and professional standards in regard to official resignations. This provision applies to any contractual continued service (tenured) or probationary Psychologist submitting a resignation to the District whether currently teaching or contracted to teach in the following school term. (School term shall mean that part of the school year when school is actually in session.)

1. **Resignation**

All resignations must be submitted in writing to the Executive Director for Human Resources, as designee of the Board Secretary, and should evidence a clear intent to resign and terminate employment.

2. **Acceptance**

Resignations submitted to the Executive Director for Human Resources shall be in accordance with the procedures set forth in the Illinois School Code. Employees must complete the District's exit procedures before being issued their final pay check.

S. **Training and Technology**

1. Whenever Psychologists are expected to use technology or systems in order to perform their jobs they will receive necessary training which includes follow-up sessions. Any such training shall be offered during the school day or after school with appropriate compensation as determined by the contract.

The Administration shall provide sufficient equipment, computers, internet access, computer programs, and supplies for Psychologists to accomplish assigned tasks during the school day.

2. Psychologists are responsible for inputting data one time only and shall be responsible for retaining a paper copy. If the internet or hardware is certified by the web manager as inoperable, Psychologists may substitute a hand written copy of the special education paperwork to fulfill the schedule but shall ultimately enter same into the internet program post conference so as to complete the data base.

T. **Psychology Department Meetings**

Psychology Department Meetings for District Psychologists may be held on a set schedule determined by the Psychology Coordinator/Lead for up to four (4) hours per month.

U. **Drug and Alcohol Use/Abuse**

1. **Generally**

All District workplaces shall be drug and alcohol free. Psychologists are prohibited from the unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a
controlled substance, including cannabis, or alcohol while on District premises, while performing work for the District on campus, or while operating District owned, leased, or contracted for vehicles or equipment.

Psychologists shall abide by federal, state, and local laws regulating the use, possession, sale, distribution, manufacturer or cultivation of controlled substances, including cannabis, and alcohol.

A Psychologist's use of a legally controlled substance or alcohol shall not negatively affect the Psychologist's on-the-job performance; threaten the safety or welfare of students or other employees.

2. Definitions

The term "controlled substance" is as defined by law.

3. Discipline

A Psychologist who violates these provisions may be subject to disciplinary action up to and including termination.

a. Counseling or Treatment

The District may require a Psychologist to successfully complete an approved drug or alcohol abuse assistance or rehabilitation program as a condition of continued employment when the District has verified evidence that the Psychologist has a problem with controlled substances or alcohol. This requirement shall be in addition to any other disciplinary action deemed warranted by the facts in a particular case, and the Psychologist shall provide the District with proof of participation in such a program within thirty (30) days of the District receiving notice of the Psychologist's verified problem with controlled substances or alcohol. Failure to provide such notice may be grounds for immediate disciplinary action.

b. Voluntary Notification

If a Psychologist voluntarily notifies the Superintendent, Lead Psychologist/Psychology Coordinator, or their designee of problems she/he is experiencing with controlled substances or alcohol, the District will refer such individual for treatment and/or counseling. Such notification shall be considered voluntary only if the Psychologist's disclosure is independent of any District inquiry into the Psychologist's job-related behavior. The voluntary disclosure shall remain confidential and shall not influence the evaluation of the Psychologist's work performance.

4. Periodic Background Checks

Pursuant to section 5/10-21.9 of the Illinois School Code, mandating that no school district knowingly shall employ an individual convicted of certain enumerated criminal offenses, or found to have perpetrated the physical or sexual abuse of a minor, the Executive Director of Human Resources shall conduct a criminal background check annually on 10% of the certified staff to be employed in the forthcoming year. The names submitted shall be selected at random under a process developed by the Human Resources department, and without regard to whether the Employee presently is or has been subjected to discipline. The same group of employees will not be investigated more frequently than once every three years. The investigation shall be initiated in-between school year terms, after July 1, and all returning Employees shall be deemed to have provided consent unless they have given written notice to the Executive Director of Human Resources of their intent to resign prior to July 1. Individuals for whom a conviction record or finding of abuse is received shall be provided with a copy of the investigation results and an opportunity to refute the information contained therein to the Superintendent or his/her designee.
To successfully refute a conviction record or finding of abuse, the Employee must show that: (1) he/she is not the true subject of the record, (2) the record previously was ordered expunged, or (3) other clear error in the record exists. Unless the Employee notifies the Executive Director of Human Resources that he/she plans to refute the alleged offense within five (5) business days, the Employee shall be suspended without pay. If the conviction information cannot be refuted, or if the Employee does not schedule a hearing, the Employee shall be terminated, in accordance with law. If the information is refuted successfully, the Employee shall be reinstated, references to the conviction and any suspension shall be deleted from the Employee’s records, and any lost pay shall be promptly paid to the Employee.

V. Special Education Division Meetings

1. Special Education Division meetings will total no more than five (5) hours per school year.

2. All District Psychologists must attend all scheduled special education division meetings.

3. Most meetings will last one (1) hour in length; however, meetings may be combined to allow for presentations longer in length.

4. A Psychologist must stay at such meetings until the meeting is completed.

W. District and School-wide Crisis Situation

All District Psychologists must assist the Incident Commander during crisis situations as directed by the Incident Commander and/or his or her designee. Their job function during a crisis may be modified depending on the need presented during the crisis.

A change in job function may include, but is not limited to, conducting psychological triage, psycho-educational and psychological first aid groups, individual psychological first aid sessions, caregiver training, clerical duties, travel to a local hospital for emergency situations with a student, travel to a local store to pick up necessary supplies, and the supervision of students for extended periods of time. Due to the nature of the crisis event, work may be extended beyond the typical work day or may include missing his or her lunch break (i.e. lockdown situation, evacuation from building, etc.). If a Psychologist is asked to travel from his or her building for work related situations, the Psychologists shall receive mileage reimbursement according to Article VIII. C/Mileage Allowance.

As stated in V.J.4/Health and Safety/Bomb Threats, Psychologists shall not be required to search for suspected bombs, intruders, or other dangers throughout any building.

X. Swipe In/Swipe Out

The District will introduce a VeriTime system that will require employees to swipe once per day at any time during the Psychologist’s normal work day to establish their eligibility for pay.

During the first two (2) years after implementation of a VeriTime system, a pilot program will be instituted via a joint committee, meeting no less than 3 times per school year, to address any administration issues and the implementation of VeriTime policies and procedures. During this pilot period, VeriTime data will not be used for evaluation or discipline purposes, or to dock pay.

Furthermore, after the pilot period, VeriTime data will not be used for evaluation purposes. If after the pilot period VeriTime data is used as evidence to support a pay reduction, the Psychologist will be
given prior notice of any proposed pay adjustment and an opportunity to dispute the reduction, present evidence of actual attendance and correct the VeriTime system data omission.
Article VI

Leaves of Absence

A. Sick Leave

1. Number of Days/Accumulation

   The Board agrees to provide sick leave without loss of pay for up to twelve (12) days per year for non-tenured Psychologists and fourteen (14) days per year for tenured Psychologists. Additional leave with pay shall be taken only if the Psychologist has accumulated leave beyond the yearly provision, or as provided under the Family Medical Leave Act (FMLA) or the Victims Economic Safety and Security Act (VESSA). Psychologists shall be permitted unlimited accumulation of unused Sick Leave.

2. Uses

   Sick leave shall be used for illness or physical disability to the Psychologist or their immediate family.

3. Definition of Immediate Family

   Immediate family includes: husband, wife, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, or legal guardian of the Psychologist or his/her spouse. Any relative or friend of the Psychologist or his/her spouse who is actually living in the home of the Psychologist is also considered immediate family for leave purposes.

4. Pregnancy

   Sick leave shall cover physical disability (incapacity) due to pregnancy, including prenatal and postnatal care and shall be taken from a Psychologist's accumulated sick leave.

5. Part-Time Psychologist

   Sick leave as above shall be provided for regular part-time Psychologists on a pro-rated basis.

6. Number of Days Available

   Psychologists shall be advised as to the number of sick days they have upon request to the Executive Director for Human Resources.

7. Notification of Days

   During the month of September, the Administration shall notify each Psychologist, in writing, of his/her accumulated sick leave.
B. **School Related Personal Injury and Liability** (see also Personal Injury Insurance)

In the event a Psychologist is injured at work and there exists a possibility that said Psychologist shall require medical attention and/or days off of work, the following procedures shall be in effect:

1. the Psychologist shall report the incident to the office immediately;

2. the Lead Psychologist/Psychology Coordinator or designee shall issue a signed referral form to the Psychologist for medical services for Occupational Injury at the District designated Medical Center;

3. the Psychologist shall report to the medical center for evaluation and shall be given a Work Status Report indicating any restrictions and/or limitations;

4. the Psychologist is then eligible to access additional medical attention at a doctor/facility of his/her choice.

Whenever a Psychologist is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his/her employment, or an injury arising during the course of his/her employment and this injury results in eligibility for Worker's Compensation, he/she shall continue to receive his/her regular salary for a period of time equal to thirty (30) school days plus a number of school days equal to his/her accumulated Sick Leave days, if needed. Such absence shall not be charged to his/her annual Sick Leave. In no event shall the Psychologist receive his/her salary without working if he/she is declared physically able to return to work by a Board-designated physician. Any amount of salary payable pursuant to his/her contract shall be reduced by the amount of any Worker’s Compensation and/or Psychologist Pension payments for temporary disability due to said assault and/or battery injury for the period in which the salary is paid.

C. **Life-Threatening Illness**

A Psychologist may be confronted with a life-threatening illness, which requires periodic treatment and absence from work. In such cases the Psychologist's illness does not require temporary or permanent disability leave, but shall result in the use of all accumulated Sick Leave.

Under these circumstances the Board may grant additional Sick Leave up to a maximum of forty-five (45) days.

**Rules and Regulations**

1. **Written Request**

   A written request for additional Sick Leave days must be submitted by the Psychologist to the Executive Director for Human Resources for approval by the Board.

2. **Job Performance**

   The treatment of the life-threatening illness while on the job shall not appreciably affect the job performance of the Psychologist as verified by a school-appointed physician as described in Section 4, Medical Certification.
3. **Psychologist’s Health**

The Psychologist's job responsibilities shall not be injurious to the Psychologist's health as verified by a physician as described in Section 4, Medical Certification.

4. **Medical Certification**

The Psychologist's life-threatening illness and its impact on his or her job performance shall be verified by the Psychologist's physician, at the time leave is requested. The Executive Director for Human Resources or the Board may require a second opinion at District expense, by a school appointed physician. A third independent opinion may be required only if there is a discrepancy between the first two opinions and shall be at Board expense.

Additional medical certification may also be required upon request for additional leave.

5. **Continuity of Services**

During the period of treatment, the frequency of absence of a Psychologist shall not adversely affect the continuity of services for students.

6. **Spouse/Child**

This policy shall apply in the case of a Psychologist or the spouse or a child of the Psychologist with a life-threatening illness, which causes the use of all accumulated Sick Leave by the Psychologist.

7. **Exhaustion of Available Days**

If it is necessary for the Psychologist to use all matching sick leave days provided by the Board within one (1) year of the time that such additional days were granted, the Board may request an evaluation of the health of the Psychologist or the health of persons in the immediate family as defined in Item 5 above from the school-appointed physician. The Board also may be provided with information about job performance and attendance during that period of time so as to be able to determine the job status of the Psychologist. The Administration may hire a substitute to work with said Psychologist during this time of stress to provide continuity for the students.

D. **Funeral Leave**

1. **Days Allowed**

The Board shall allow a Psychologist full pay for up to three (3) days for a death in the immediate family. In those situations that require the staff member to be absent in excess of the funeral days permitted, the extra day(s) shall be charged to his/her accumulated sick leave.

Should a Psychologist be named the executor of an estate, the Board shall allow the Psychologist up to five (5) days.

2. **Salary Deduction**

No salary deduction would be in order except in those cases where all the accumulated Sick Leave days have previously been used and no balance of Sick Leave days exists for the staff member involved.
3. **Definition of Immediate Family**

Immediate family for the purposes of Funeral Leave includes: husband, wife, mother, brother, father, sister, son, daughter, grandmother, grandfather, grandchild, aunt, uncle, niece, nephew, first cousin, or legal guardians of the Psychologist or his/her spouse. Any friend or relative of the Psychologist or his/her spouse who is actually living in the home of the Psychologist at the time of death or at the commencement of final illness or accident is also considered immediate family.

4. **Personal Friends**

Up to one (1) day shall be granted for the death of a close personal friend. This day shall be deducted from his/her personal days.

5. **Pro-Rata**

Funeral leave as above shall be provided for regular part-time Psychologists on a pro-rata basis.

**E. Personal Leave**

1. **Days Allowed**

The Superintendent or Executive Director for Human Resources shall grant annually up to two (2) days leave at full pay in increments of one-half (1/2) or full days only for personal leave.

2. **Leave Request Form**

Psychologists requiring personal leave shall sign a Leave Request Form supplied by the Board which shall state that the personal leave requested is in compliance with the guidelines as outlined in this Agreement.

3. **Notice**

The request for leave must be submitted to the Executive Director of Human Resources at least three (3) days prior to the date of leave, except in cases of emergency.

4. **Pro-Rata**

Personal leave shall be provided for regular part-time Psychologists on a pro-rata basis.

5. **Becomes Accumulated Sick Leave**

Unused personal leave shall be added to accumulated Sick Leave at the end of each school year.

6. **Disallowed Days**

Personal leave shall not be taken on a day immediately before or after a school holiday, vacation period, or during the first or last week of the school term, except in an emergency or under unusual circumstances, either of which shall require the special approval of the Superintendent.

7. **Eligibility**

A Psychologist who is on disability or long-term Sick Leave shall not be eligible to use personal leave during the term of disability or long-term Sick Leave. Unused personal leave shall not be converted to accumulated sick leave unless the Psychologist has worked at least one (1) day during that school term.
F. **Professional Leave**

Psychologists may be asked to attend such professional meetings as may be recommended by the Administration. If such meetings are held on school time, Psychologists shall be compensated for travel, meals, lodging and incidental expenses in conformity with present Board policy and shall receive their regular pay for the school days missed on account of such meetings.

Psychologists may request to attend professional meetings within their discipline. The Psychologist shall make application to attend to his/her immediate supervisor at least thirty (30) days in advance of the scheduled professional meeting.

G. **Professional Visit Leave**

Any Psychologist may apply for a professional visiting day annually. The request form if initiated by the Psychologist must be tentatively approved by the Lead Psychologist or Psychology Coordinator. Additional days may be requested and approved if deemed appropriate.

H. **Jury Duty Leave**

The Board shall pay the regular salary to staff members called as jurists. The Psychologist is allowed to keep any pay for jury duty.

I. **Parental Leave**

1. **Maternity Leave**
   a. **To Whom Granted**

   Maternity leave shall be granted to pregnant Psychologists. Psychologists who wish maternity leave shall notify the Executive Director of Human Resources in writing, of the condition of pregnancy no later than four (4) months prior to the expected date of the birth of the child. The Psychologist's doctor shall determine when it is necessary for the Psychologist to relinquish her psychology duties. The Psychologist shall inform the Executive Director of Human Resources of this date when that date is determined by the physician.

   b. **Accumulated Sick Leave**

   Accumulated Sick Leave may be used for physical disability (incapacity) due to pregnancy prior to the Board-approved date for maternity leave.

   c. **Disability After Return**

   If a Psychologist returns to work after the Board-approved leave and becomes disabled due to conditions associated with reasons for the leave, earned Sick Leave may be utilized by the Psychologist.

2. **Adoptive Parent Leave**

Any Psychologist who adopts a child shall be granted leave upon application to the Executive Director of Human Resources. The rights and privileges of the Maternity Leave Section shall apply except for disability.
3. **Paternity Leave**

   A male Psychologist shall be entitled to a paternity leave of absence. Such leave shall be subject to all the applicable rights and privileges of the Maternity Leave Section.

J. **Leave of Absence Without Pay**

   A leave of absence for up to two (2) years without pay shall be granted to any tenured Psychologist, upon application, for the purpose of participation in:

   1. Foreign or military teaching programs.

   2. Peace Corps, Job Corps, as a full-time participant.

   3. Graduate program.

   4. Family obligation.

   To qualify for such leaves, the Psychologist shall state his/her intention to return to the District.

   The Psychologist shall advance the number of steps on the salary schedule equivalent to the time on leave.

K. **Sabbatical Leave**

   Upon application, qualified Psychologists shall be eligible for sabbatical leave under the provision of the *School Code of Illinois* (105 ILCS 5/24-6.1), 1994.

   Application must be received by February 1 with the recommendation of the Superintendent made to the Board at a March Board meeting. The Board shall normally give its decision at a March meeting.

L. **Military Leave**

   Certified personnel who are called or volunteer for military service while under full-time contract to this District shall be entitled to all benefits under federal statute such as provided in the Family Military Leave Act.

   Mandatory military leave shall count as experience up to five (5) years on the salary schedule.

M. **Reserve Training and National Guard Duty Leave**

   Inasmuch as certain personnel face short-term military obligations, the following covers such duties under periodic, reserve training-type programs:

   When a Psychologist is ordered to report for reserve training or National Guard duty at a time during the school year when it conflicts with his/her school duties and responsibilities and no alternative arrangement is possible, the Psychologist shall be granted leave. The Board shall pay the regular salary of such staff member but may deduct the daily military base pay for the actual number of school days missed.
N. **Public Service Leave**

The Board agrees to allow leave to Psychologists without pay or advancement on the salary schedule to campaign for and to serve in public office. This leave shall be limited to one (1) term of office, not to exceed four (4) years. The term of re-employment shall begin at the opening of a school year or at the beginning of the next semester provided there is a vacancy for which the Psychologist is qualified. Application for re-employment shall be submitted by February 1, immediately prior to the beginning of the school year for which the Psychologist makes application.

Public service leave shall not count as experience on the salary schedule. It shall not count toward length of service.

O. **Part-time Status**

A full-time Psychologist may, at the discretion of the Board, request part-time status. Such part-time status shall have no effect on contractual continued service (tenure) status of the Psychologist, and any agreement for such status shall so state. A tenured non-retired Psychologist shall maintain tenure status and shall accumulate seniority on a pro-rata basis. The Psychologist shall receive sick leave and personal business leave on a pro-rata basis, and if employed a minimum of 30 hours per week, Board-paid medical, dental and life insurance. The Board shall pay seventy-five dollars ($75) toward dependent medical and dental coverage. If a non-tenured, non-retired Psychologist is granted part-time status, the service experience of the non-tenured Psychologist shall not count toward tenure, but shall count toward advancement on the salary schedule on a pro-rata basis. Notification of return to full-time work must be made to the Executive Director for Human Resources by March 1 of the school year prior to the year in which the Psychologist on part-time status wishes to return to a full-time schedule.

P. **Position on Return**

Psychologists planning to return to the system within one (1) calendar year shall confer with the Executive Director for Human Resources to establish a return date.

Psychologists returning within ninety (90) days after an approved leave begins shall be returned to the same position. When the ninety (90) days extends into summer months and prior arrangements have been made, the Psychologist may return to his/her position at the start of the fall term.

Psychologists returning within the same school year shall be assigned to an equivalent position in the District.

A Psychologist whose approved leave extends more than one (1) calendar year shall notify the Executive Director for Human Resources prior to March 1 of his/her intention of returning for the next school year. No leave shall exceed one (1) full school year beyond the year in which leave begins. The Psychologist shall be returned to a position in the District for which the Psychologist is qualified and a vacancy exists.

Leave granted under this Section shall not apply toward experience credit or fulfillment of the probationary period.
Article VII

Payroll Procedure and Salary Schedule Credits

A. Payroll Procedure

1. Payment Schedule

All salary payments shall be made twice monthly beginning in September. Regular paydays shall be the fifteenth and the last day of each month. While school is in session, if either or both the fifteenth and the last day of the month falls on a day when there is no school, direct deposit advices shall be issued on the last school day prior thereto. All summer direct deposit advices shall be mailed one (1) business day prior to the payday, unless the Psychologist has made arrangements to pick up the advice.

2. Payroll Procedure

Psychologists shall be paid in twenty-four (24) equal pay periods, paid over a twelve (12) month period.

3. Second Semester Hires

Any new Psychologist hired for the second semester shall be paid (2) pay advices per month through the end of that school year only.

4. Resignation During the Year

Psychologists who resign during the year shall be paid for the period of actual employment and shall have their salaries pro-rated on the basis of the number of legal school holidays plus the number of Psychologist attendance days in the school calendar. The amount due the Psychologist shall be paid not more than fifteen (15) days after termination of employment.

B. Deductions

1. Written Request

Upon written request of the Psychologist, salary deductions shall be made for (a) credit union; (b) the United Way of Lake County or Community Health Charities. All such credit union deductions shall be deposited with the credit union within two (2) business days of payday. All items shall be deducted on a regular basis throughout the year or until written notification to the contrary.
2. **Tax-Sheltered Annuity**

The Board agrees to provide Psychologists the opportunity to participate in tax-sheltered annuity plans and to allow payroll deductions therefore. Such plans, in general, shall be limited to companies enrolling a minimum of ten (10) Teachers.

3. **Additional Withholding**

Additional sums shall be deducted for income tax withholding purposes upon written request of the Psychologist.

C. **Sheltered Teachers’ Retirement Contributions**

According to the authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Board hereby agrees to the following:

1. **Report to IRS**

To report to the Internal Revenue Service as each Psychologist’s taxable income only the salary specified for each Psychologist on the appropriate salary schedule.

2. **Deferred Income**

Not to report the deferred income as specified in Paragraph B-2 of this Section as gross taxable income to either the Internal Revenue Service or to the Illinois Teachers’ Retirement System of the State of Illinois, subject to the conditions specified below.

3. **Application**

The procedure specified above shall be applied to all members of the bargaining unit currently contributing to the Teachers' Retirement System of the State of Illinois.

4. **Enforcement**

Should any of the above be declared illegal by a court of competent jurisdiction, the affected Paragraph shall be unenforceable to the extent of the model language.

5. **Indemnity**

The members of the bargaining unit, both collectively and individually agree to defend, indemnify and hold harmless the Board, its members, its agents, and its employees, from any and all claims, demands, actions, complaints, suits or other liabilities by reason of the faithful payment of contributions to the State of Illinois Retirement System pursuant to the action of the said Board, and by reason of adjustment of State and/or Federal withholding taxes to reflect such payment of retirement. They further agree that they shall not settle or compromise any claim, demand, action, complaint, or suit without the written consent of the Board, if such claim, demand, action, complaint or suit adversely affects the Board and/or its employees in any way. They further agree that if as a consequence of such adjustment of withholding the Board shall become liable for any back taxes, interest and/or penalty, they shall promptly remit the same upon demand to the Board and/or acknowledge for its deduction from any sums then or thereafter due them from the Board.
6. **Board-Paid TRS Contribution**

The figures set forth in the salary schedules are separate from the Board’s obligation toward Psychologists in respect to salary and contributions to the Teachers’ Retirement System.

Effective at the onset of the 2008-2009 school year, the Board shall pay on behalf of each Psychologist one and one-half percent (1 1/2%) of the required obligation to the Teacher Retirement System, plus any compounding, in addition to the amount shown on the attached salary schedule.

In addition, the Board agrees to pick up and pay the employee’s portion of the Teachers’ Retirement System Health Insurance.

D. **Stipend for Bilingual Experience**

Bilingual Psychologists will receive a six thousand ($6,000) signing bonus upon signature and acceptance of a first year contract. This bonus requires a three year employment commitment with the understanding the Psychologist will have District wide responsibilities to multiple sites and with the understanding that bilingual Psychologists will receive the bonus prorated over three years.

E. **Lane and Step Placement** [See Appendix E]

New Psychologists may be granted placement on the salary schedule based upon prior full-time experience working as a Certified School Psychologist.

To transition to the initial 2007-2008 salary schedule, initial placement of existing employees shall be based upon Board and Union agreement.

All prior year Psychologists shall advance one (1) vertical step each school year.

During the month of September, the Administration shall notify each Psychologist, in writing or by electronic copy, of his/her lane, and step placement.

The District may place new Psychologists hired to the District on the salary schedule based upon actual School Psychology experience, with all Psychologists hired in 2018-2019 and prior who were hired and placed on a Step that equated to less that their actual School Psychology experience moving to the correct Step in 2018-2019 upon finalization of a new Agreement. Furthermore, for current District 60 licensed staff that become licensed and employed as a School Psychologist, the District may also place them up to Level K for actual District 60 service.

F. **Graduate Credit and Lane Change**

Graduate credit may be submitted for lane change twice during the school year. Verification submitted by September 1 shall be paid beginning with the September 15 paycheck. To receive credit for the full year, graduate credit verification must be submitted by September 30 and shall be paid beginning with the October 15 paycheck. Graduate credit information submitted after September 30 shall be eligible for lane change increase effective March 1. To be eligible for March 1 lane change; all information must be submitted by February 15.
G. **Longevity for Psychologists on Step T**

Psychologists on Step T or higher who remain in the same lane, shall receive an increase in pay equal to the percentage increase in dollar amount for step T, or if that amount is less than three percent (3%), a minimum three percent (3%) increase in pay.

Psychologists on Step T or higher who move horizontally, shall receive an increase equal to the dollar amount of the new lane in step T, subtract the old lane, step T, plus the percentage increase in dollar amount for step T in the new lane, or if that amount is less than three percent (3%) a minimum addition of three percent (3%).

H. **Workshops**

1. **Organization**

   Workshops may be organized and developed under the direction of the appropriate administrator. Such workshops may include educational travel with prior approval.

2. **Salary Credit**

   Psychologists may earn salary schedule credit for successful completion of the workshop. Workshops shall be equated in the ratio of fifteen (15) hours of workshop participation equaling one (1) semester of salary schedule credit.

3. **Certificate of Completion**

   Upon fulfilling the requirements of any workshops for which credit is given, each participant shall be issued a certificate of completion.

4. **Pro-Rata**

   Where regular part-time Psychologists are required by the Administration to attend school-sponsored workshops beyond their normal psychologist duties, they shall be compensated on a pro-rata basis of their regular salary.
Article VIII

Fringe Benefits and Other Compensation

A. Insurance

1. Personal Injury and Liability

The Board agrees to insure Psychologists against any loss or liability by reason of death, bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board. Such insurance shall be carried in a company licensed to write such coverage in this state. The Board shall not honor any claim denied by the insurance carrier.

2. Term Life Insurance

The Board shall provide for a term life insurance policy in the amount of seventy thousand dollars ($70,000) for each Psychologist employed to work at least thirty (30) hours per week in the District. The Board shall also allow for an optional purchase of seventy thousand dollars ($70,000) of additional life insurance per year funded by Psychologist payroll deductions. These policies shall include an accidental death and dismemberment clause.

3. Health and Hospital and Major Medical Insurance

a. Single Coverage

The single premium for medical/hospitalization insurance shall be paid by the Board of Education, except that the Employee will contribute annually in the amount of zero point thirty two percent (0.32%) of their annual base salary. This payment will not begin until the 2019-2020 school year. For example, an Employee who in 2019-2020 is at MA+60, Step 5, or an annual base salary of $61,048, will pay $195.35 annually for the single premium.

b. Single Plus Child(ren), Single Plus Spouse, Single Plus Full Family

Furthermore regarding health, hospitalization and major medical insurance, Employees who wish to have their dependents insured shall pay a portion of the dependent Premium Cost through payroll deductions according to the following parameters, and as further illustrated in the charts below; those Employees who enroll in dependent medical/hospitalization insurance will have the single portion of their dependent coverage paid for by the Board at one hundred percent (100%).

In calendar year 2019, Employees will pay towards the cost of the dependent care Premium Cost the Employee Contribution amount as set forth below in the chart under the heading “2019 Annual Employee Contribution”.

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In calendar year 2020, Employees will pay towards the cost of the dependent care Premium Cost the 2019 Employee Contribution, plus thirty-five percent (35%) of the increase to the new 2020 Premium Cost, which will yield a new 2020 Employee Contribution amount. In the event there is no increase to the Premium Cost, the employee will pay last year’s Employee Contribution.

In calendar year 2021, Employees will pay towards the cost of the dependent care Premium Cost the 2020 Employee Contribution, plus thirty-five (35%) of the increase to the new 2021 Premium Cost, which will yield a new 2021 Employee Contribution amount. In the event there is no increase to the Premium Cost, the Employee will pay last year’s Employee Contribution.

In calendar year 2022, Employees will pay towards the cost of the dependent care Premium Cost the 2021 Employee Contribution, plus thirty-five (35%) of the increase to the new 2022 Premium Cost, which will yield a new 2022 Employee Contribution amount. In the event there is no increase to the Premium Cost, the Employee will pay last year’s Employee Contribution.

As an example, and assuming an eight percent (8%) increase per year to the Premium Cost in calendar years 2020, 2021 and 2022, an individual who takes HMO-Full Family will pay annually an Employee Contribution of $8,813.09 in 2019; will pay annually an Employee Contribution of $9,238.00 in 2020 ($8,813.09 + $424.91 = $9,238.00); will pay annually an Employee Contribution of $9,696.90 in 2021 ($9,238.00 + $458.90); will pay annually an Employee Contribution of $10,192.51 in 2022 ($9,696.90 + $495.61).

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</tr>
</tbody>
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35
Employees with ten (10) or more years of service in the Waukegan Public Schools and who retire, may at their own option and upon payment of the appropriate premium, continue to be covered under the Group Hospitalization and Medical Insurance Plan until such time as they become eligible for Medicare.

c The Board will pay for the TRS HMO Plan for those Psychologists who retire with at least twenty-five (25) years of service in Waukegan for six (6) years, or until they are eligible for Medicare, whichever comes first. The Board will pay for the TRS Indemnity Plan for those Psychologists who retire with at least 30 years of experience in Waukegan for six years or until they are eligible for Medicare, whichever comes first.

4. **Dental Insurance**

   The Board agrees to pay the premium for an individual group dental insurance plan. Family coverage premiums shall be paid by the Psychologist.

5. **Insurance Changes**

   Insurance benefits, which include but are not limited to coverage levels, shall not diminish during the life of this agreement.

6. **Insurance While on Leave**

   Psychologists on an unpaid leave of absence may, at their own option and upon payment of the appropriate premium, continue to be covered under Board sponsored group insurance plans.

7. **Pro-Rata Benefits**

   Psychologists beginning an approved leave of absence, Psychologists hired during the school term, and Psychologists whose employment terminates by mutual agreement of the Psychologist and the Board, or whose employment terminates by order of the Board, shall receive pro-rata compensation and benefits based upon the actual period of employment.

8. **Notification to Psychologist of Premium Reversion**

   In any instance where Board payment of group insurance premiums is to revert to Psychologist payment (during leaves, retirement, mid-year new hires, mid-year resignations, etc.), the Board shall so notify the affected Psychologist in writing at least thirty (30) days prior thereto, unless there are fewer than thirty (30) days to premium reversion in which case the Board shall notify the Psychologist immediately. Such notification shall be by certified mail to the Psychologist at his or her home address. Said address shall be provided by the Psychologist.

9. **New Psychologist**

   All insurance coverage for new Psychologists and Psychologists returning from an unpaid leave of absence who allowed insurance coverage to cease shall be effective on the first day of employment. If the first day of employment is other than the first day of the school term, Board-paid premiums shall be as described in Paragraph 7.

10. **Insurance Plan Board**

    The Union shall have one (1) seat on the Insurance Plan Board. The Insurance Plan Board shall review the insurance program. The primary purpose of the Insurance Plan Board is to oversee the insurance program. The Insurance Plan Board will review and consider information concerning carriers, investment income, claims paid, insurance reserves, stop loss limits,
individual claim appeals, and other matters integral to the District’s insurance program and its operations, including but not limited to premium costs. The Insurance Plan Board will make advisory recommendations on the foregoing matters to the Board of Education. In no case will the Insurance Plan Board infringe on or otherwise violate the terms of this agreement or the rights of the Union to negotiate, under the Illinois Educational Labor Relations Act, mandatory subjects of bargaining, including but not limited to all matters related to insurance benefits.

B. Adoption

Should a Psychologist choose to adopt, the Board shall compensate him/her equal to the cost of said adoption, or four thousand dollars ($4000), whichever is less. This provision specifically excludes the adoption of a spouse’s children.

C. Mileage Allowance

Psychologists who are required to travel between buildings by virtue of assignment by the Board shall be compensated at the maximum rate designated by the Internal Revenue Service for automobile expense. Such compensation shall be paid on a semester basis. The Business Office shall establish a mileage rate chart that shall be applied to each Psychologist’s assignment to determine the mileage traveled.

D. Tuition Reimbursement for Tenured Psychologists

Psychologists shall be reimbursed at the rate of one thousand five hundred dollars ($1,500) each year tuition for the successful completion of Psychology or other courses related to one’s assigned duties from an accredited university or institution. If the tuition is less than one thousand five hundred dollars ($1,500), the District will pay the complete cost of the class. The Psychologist must submit the course to the Associate Superintendent for Human Resources for pre-approval.

E. Tuition Reimbursement for Non-Tenured Psychologists

The Board shall pay up to one thousand five hundred ($1,500) each year tuition for the successful completion of Psychology courses or other courses related to one’s assigned duties from an accredited university or institution. If the tuition is less than one thousand five hundred dollars ($1,500) the District will pay the complete cost of the class. The Psychologist must submit the course to the Associate Superintendent for Human Resources for pre-approval. Psychologists that receive tuition reimbursement must remain in the District for an additional two (2) years after receipt of funds or repay the District the total amount granted.

F. Summer Employment

The rate of pay per hour for summer employment, curriculum writing projects, and professional duties shall be paid at forty dollars ($40) per hour.

G. Retirement Severance Pay

1. Unused Sick Days
A Psychologist retiring at the age of fifty-five (55) or older shall receive ninety ($90) dollars per day for each unused sick day earned in the Waukegan Public Schools above one-hundred and seventy (170) days provided such days are not used for TRS service credit. This amount shall be added to the Psychologist's final paycheck and be considered part of the Psychologist's final salary.

2. Service Recognition at Retirement

A Psychologist retiring at age fifty-five (55) or older with ten (10) or more years of service in the District shall receive the following amount per year of service.

- 10-14 years of service $50 per year
- 15-19 years of service $75 per year
- 20-24 years of service $100 per year
- 25-29 years of service $125 per year
- 30-34 years of service $150 per year
- 35 or more $175 per year

3. Payment Schedule

Upon submission of an irrevocable letter of retirement, a Psychologist may have these severance benefits spread out over a maximum of four (4) years to increase his/her salary up to, but not to exceed, the TRS six percent (6%) cap.

Any severance monies exceeding the TRS six percent (6%) cap shall be distributed in a lump sum following the Psychologist's last paycheck so as to not be included in the TRS calculations.

H. Early Retirement

The Board, if it decides to establish an early retirement plan above and beyond the state mandated retirement plan, shall establish a committee, on an annual basis, to include a Union representative for the purpose of determining the specifics and criteria of the plan.

I. Complimentary Tickets

Psychologists shall receive for themselves and one (1) guest a complimentary ticket to all school events including athletic contests. Any special ticket rates or tournament priority preference shall be offered equally to all Teachers. Illinois High School Association tournaments are exempt from free admission.

J. Flexible Benefit Plan

1. Establishment

The Board shall establish and fund the Administration of a flexible benefit plan. Such plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for Psychologists to deduct:

- a. Dependent Health Insurance
- b. Dependent Dental Insurance
- c. Other Non-Reimbursed Medical/Dental Costs
- d. Child/Dependent Care Costs
- e. Any other eligible costs
and other items as may be hereafter allowable under relevant IRS Guidelines and Regulations or agreed between the Board and the Union from their overall compensation and to be subsequently reimbursed therefore upon the timely filing of evidence of payment of such insurance or other costs and with the other provisions of such flexible benefit plan.

2. Declaration Deadline

Each Psychologist shall declare during the District open enrollment period their anticipated annual cost of benefits under the plan for the upcoming benefit plan period, provided such anticipated cost does not exceed those provided for pursuant to the relevant IRS Guidelines and Regulations. Such declaration shall be irrevocable for the benefit plan period except as are allowed by plan guidelines or other qualifying events as allowable under relevant IRS Guidelines and Regulations. Psychologists shall be reimbursed on a monthly basis provided the Psychologist has filed evidence of payment.

3. Reimbursement

Should the total annual evidence of payment submitted by the Psychologist exceed the declared annual anticipated cost, the Psychologist shall receive as reimbursement the declared annual anticipated cost. Should the total annual evidence of payment submitted by the Psychologist prove less than the declared annual anticipated cost, the Psychologist shall receive as reimbursement only the amount as specified through evidence of payment.

4. Changes

The Flexible Benefit Plan implementation date and the plan period may be changed through the Insurance Plan Board process.

K. Compensation for Additional Duties

If the regular school year is extended for any Psychologist by Administrative requirement, the Psychologist shall be paid on a pro-rata basis (based on the individual’s base salary).

L. Professional Membership

Psychologists will be encouraged to join and become members of professional organizations and associations related to the field of School Psychology. In such an event, and upon proper submission of proof of membership and related cost to the District office by June 15, each Psychologist will be reimbursed for the cost of membership up to two hundred dollars ($200) per school year.
Article IX

Grievance Procedure

A. Definition

A grievance is defined to be a written allegation on the grievance form by any Psychologist in the bargaining unit or the Union, based on an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement.

Each grievance must contain the name(s) and home phone number(s) of the individual(s) directly affected by the alleged violation. The grievance must contain the location, date, specific relevant facts, relief requested and the Article and Section of the contract.

B. Scope

1. Individual Rights

Every Psychologist or group of Psychologists with the same grievance in the bargaining unit shall have the right to process grievances in accordance with the grievance procedure.

2. Union Rights

The Union shall have the right to process grievances covering alleged violations of rights granted to the Union in the contract. The President of the Union or his/her designee shall initiate such grievances.

3. Non-Reprisal

A Psychologist shall not be subjected to discipline or reprisal because of his/her participation in the grievance procedure.

4. Limiting Rights

Nothing contained herein shall be construed as limiting the right of any Psychologist to pursue a grievance without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given an opportunity to be present at such adjustment.

5. Date of Occurrence

It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement with the exception of remuneration as described in Article IX Section C Number 1.

6. Withdrawn Grievance

A grievance may be withdrawn at any level without establishing precedent.
7. **Time Limits/Aggrieved**
   
The failure of the aggrieved to act within the time limits set forth shall preclude further appeal of the grievance.

8. **Time Limits/Administration**
   
The failure of the Administration to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure.

9. **Mutual Extension of Time Limits**
   
Time limits set forth in this procedure may be extended by mutual agreement.

10. **End of School Term**
    
If a grievance is unresolved at the end of the school term, the time limits shall be applied as if school were in session.

11. **Non-Retention**
    
Re-employment or discharge of probationary employees is not a proper subject for grievances under the grievance procedure (non-retention).

12. **Discharge of Psychologist**
    
Matters involving discharge of tenured Teachers are not subject to the grievance procedure but are to be handled in accordance with the School Code.

13. **Matters Not Covered**
    
Matters covered by statute and governmental agencies are not subject to the grievance procedure.

C. **Steps**

1. **Before Filing a Grievance**
   
It is desirable for a Psychologist and the immediate supervising Administrator to resolve problems through free and informal communications. Therefore, before a grievance is filed, the Psychologist and/or Union shall discuss the complaint with the most immediate supervising Administrator.

2. **Statement to the Principal or Appropriate Administrator**
   
The grievant or the Union shall present a written statement on an official grievance form of the alleged violation to the Principal or other appropriate administrator within thirty (30) calendar days after a reasonable person should have been aware of the alleged violation. There shall be a two (2) year time limit set on grievances for which incorrect remuneration is the problem. The Principal or other appropriate administrator shall, within ten (10) school days of the receipt of the grievance, confer with the grievant and/or his/her representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the Principal or appropriate administrator shall give his/her written decision. A copy of the decision shall be given to the Union and the grievant(s).
3. **Appeal to Superintendent**

In the event the grievance has not been resolved in the first step, the grievant or the Union may file an appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the Principal's decision or other appropriate administrator's decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Union in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference, shall file his/her written decision with the grievant and the Union.

4. **Appeal to the Board**

In the event the grievance has not been resolved in the second step, the grievant or the Union may submit a written appeal to the Board. Such appeal shall be made within ten (10) school days after the receipt of the Superintendent's decision. The Board shall take up the matter no later than the second regular Board meeting following receipt of the appeal. A hearing may be held if either party so requests. The Board shall make its decision in writing within ten (10) school days after completion of the grievance meeting.

5. **Binding Arbitration**

Within thirty (30) school days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration.

**D. Arbitration**

1. **Authority**

The arbitrator in his/her decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement.

2. **Selection Process**

The Board and the Union shall select a third party to act as the impartial arbitrator and the administrator of the proceedings.

The list can be provided by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service.

If a demand for arbitration is not filed within thirty (30) days of the date for the time limits noted above, then the grievance shall be deemed withdrawn. Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator and the AAA or the Federal Mediation and Conciliation Service shall be divided equally between the parties.
Article X

Duration and Related Technical Clauses

A. **Board Policy**

The provisions of this Agreement supersede any Board adopted policies in conflict therewith.

B. **Board Rights**

The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by state or federal law.

C. **No Strike Clause**

The Union and the members of the bargaining unit hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete services in the District during the life of the Agreement.

D. **Maintenance of Standards**

Any changes in mandatory conditions of employment not covered herein for Psychologists in the bargaining unit shall be negotiated with the Union if requested. The Board must give the Union notice of such anticipated changes.

E. **Savings**

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction or the legislature, said Articles, Sections or Clauses, as the case may be, shall be automatically deleted from this Agreement to the extent that they violate the law, but the remaining Articles, Sections or Clauses shall remain in full force and effect for the duration of the Agreement.

F. **Typing and Printing of This Agreement**

The Board shall assume all responsibility related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Board shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. Final drafts going to the printer shall be agreed to by both parties. The Union shall reimburse the Board for one-half (1/2) the cost of printing enough documents for Psychologist Unit Members at a number of copies to be set by the Union President.
G. **Duration**

This Agreement shall be in effect as of July 1, 2018, and shall remain in effect until June 30, 2022.

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**In Witness Thereof,** the parties have executed this Agreement by their duly authorized representatives.

**FOR THE BOARD OF EDUCATION**
COMMUNITY UNIT SCHOOL DISTRICT NO. 60, LAKE COUNTY, ILLINOIS

Michael/President

Thomas/Secretary

Date 2/28/19

**FOR THE WAUKEGAN PSYCHOLOGISTS**
LAKE COUNTY FEDERATION OF TEACHERS LOCAL 504, IFT/AFT

Mitchell/President

Zena/Secretary

Date 2/20/19
APPENDIX A

Compensation Schedule

2018-2019

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All prior year Psychologists shall advance one (1) vertical step.
**APPENDIX B**

Compensation Schedule

2019-2020

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All prior year Psychologists shall advance one (1) vertical step.
# APPENDIX C

## Compensation Schedule

### 2020-2021

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All prior year Psychologists shall advance one (1) vertical step.
## APPENDIX D

### Compensation Schedule

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All prior year Psychologists shall advance one (1) vertical step.
APPENDIX E
Actual School Psychology Experience

DEFINITION of contractual “actual School Psychology experience” per VII.E for purposes of step movement from 2017-18 to 2018-19 and initial placement for 2018-19 new hires and beyond

The School Psychologist (1) worked in a school or classroom setting (2) as an actual School Psychologist (3) in a position that required an Illinois (ISBE) Professional Educator License with a School Psychology Endorsement (old terminology: Type 73), or any other state’s similar licensure requirement, (4) with that position also being pensionable in an Illinois public pension system (e.g., TRS, SERS, etc.), or any other state’s similar public pension system.

EVIDENCE of “actual School Psychology experience”
Examples of evidence will consist of ISBE or equivalent records, TRS or equivalent records, official personnel records, such as an initial employment contract with an employer/school district, employment verification records and documents from employers/school districts, letters from employer/school district HR departments verifying “actual School Psychologist experience”, etc. Per Waukegan School District #60’s belief, as expressed in Friday’s meeting, that previous employers must, by law, produce employment verification documentation upon request by former employees, the parties believe that the request and receipt of this type of “evidence” by former employees should be relatively simple.

PROCESS for existing Waukegan School Psychologists (1) to prove “actual School Psychology experience”/provide “evidence” and (2) to request and receive an extension for purposes of movement from the 2017-18 salary schedule to the 2018-19 salary schedule or for purposes of initial placement in 2018-19 and beyond
Within 60 calendar days after ratification/approval by the parties of the Agreement, Waukegan School Psychologists must provide “evidence” to the HR Department for purposes of correct placement on the 2018-2019 salary schedule to reflect all years of “actual School Psychology experience”. By no later than the second regular payroll after the Waukegan School Psychologist provides such evidence, the Waukegan School Psychologist will be moved and paid in accordance with the correct 2018-19 salary schedule step; all pay shall be retroactive to be paid over the remaining 2018-2019 payroll schedule. However, if because of extenuating circumstances (e.g., a Waukegan School Psychologist attempts to secure “evidence” from former employer(s) but through no fault of their own are not receiving that “evidence”, etc.), the Waukegan School Psychologist must notify the HR Department of the delay, and provide documentation of the attempted procurement of the “evidence” from the prior employer(s). In no case will “evidence” by accepted after June 1, 2019.