

AGREEMENT

BETWEEN

**CENTER FOR EDUCATIONAL
OPPORTUNITIES
(EDUCATIONAL THERAPY CENTER (ETC)
(REGIONAL SAFE SCHOOL PROGRAM (RSSP)**

AND

**CENTER FOR EDUCATIONAL
OPPORTUNITIES
FEDERATION OF TEACHERS, LOCAL #4971**

IFT/AFT, AFL-CIO

2019-2020

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ARTICLE I - PURPOSE AND PARTIES TO THE AGREEMENT

- A. This agreement is made and entered into on this **1st day of August, 2019** by and between the Center of Educational Opportunities (CEO), Edwardsville, Illinois, hereinafter referred to as the “ETC/RSSP”, through its legal and fiscal agent: the Madison County Regional Superintendent, hereinafter referred to as the Regional Superintendent, and the Center of Educational Opportunities Federation of Teachers, Local #4971, Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO, hereinafter referred to as the “Union” or “Federation”.
- B. The Regional Superintendent shall be referred to as the Administrative Agent.

ARTICLE II - RECOGNITION

- A. The ETC/RSSP hereby recognizes the Union as the sole and exclusive bargaining representative for all personnel employed in positions at ETC/RSSP which are within the bargaining unit defined below. The terms “bargaining unit” and “employee(s)” when used hereinafter in the agreement shall refer to all regularly employed full-time certified/professional therapists and teachers, and program assistants excluding all supervisors/managerial. Contractual grant projects, custodial, maintenance/transportation, short term and part-time employees also are excluded from the bargaining unit.
- B. Among the excluded category of employees are: (1) Program Director; (2) Principal; (3) Secretary; (4) Bookkeeper; (5) Maintenance/Transportation; (6) Custodian; (7) Food Service Personnel; (8) Contractual Project Personnel.
- C. If the Management reclassifies job titles or categories of positions or employees new job title or category of position having a community of interest with the employees in the existing bargaining unit, employees in such new job title or category of position shall be included within the existing bargaining unit unless contrary to Paragraphs A & B of this section.

Upon the Union’s request, the parties may negotiate the terms and conditions of employment or such new or reclassified title or category of position.

ARTICLE III - MANAGEMENT RIGHTS

The CEO on its own behalf and on behalf of the fiscal and legal agent, the Regional Superintendent hereby retains and reserves unto itself and the fiscal and legal agents, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Illinois and of the United States and by the amended Intergovernmental Cooperation agreement existing between the Regional Superintendent governing the operation of the CEO, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management organization and administrative control of the CEO and its properties and facilities, and the activities of its employees.
- B. To build, move or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue and take action on any matter in the event of an emergency.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the CEO in adoption of policies, rules, regulations and practices in furtherance thereof and shall be limited only by this specific and expressed terms of this agreement. CEO shall not be required to bargain over matters of inherent managerial policy. Employees, however, will be notified prior to written policy changes and may submit recommendations to the Administrative Agents on written CEO policies. CEO retains the inherent right to establish policy and implementation of policy shall not be grieved under Article V, Grievance Procedures.
- D. The Union, therefore, agrees to waiver the right to bargain over the impact of management's right to change managerial policy that is not a specific part(s) of the agreement.
- E. If CEO changes an established condition of employment that is a mandatory subject of bargaining, then the Union shall have the opportunity to bargain over the impact, if any, of said change, if there is a direct impact on wages, hours and terms and conditions of employment and the Union makes such a request to bargain.

ARTICLE IV - GENERAL UNION RIGHTS

- A. The Union and its representative shall have the right to use school building and grounds for membership meetings upon approval by the Principal of the scheduled time for such use. Such use shall be only before the beginning of the school day or after the close of the school day. The Union and its representatives shall: a) reimburse the CEO for custodial and any additional costs resulting from such use, and b) assure that the building used is secure following such use.
- B. The Union agrees to represent equally and without prejudice all members of the bargaining unit for purpose of negotiations with the CEO concerning wages, hours, terms and conditions of their employment. The CEO shall bear no obligation to ensure the Union compliance with said provision nor shall any alleged violations of this provision be subject to the grievance procedure of this Agreement.
- C. The Union shall have use of office equipment, bulletin boards, and staff mailboxes consistent with policies adopted by the CEO governing such use.

- D. The Union shall be notified within one business 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.

ARTICLE V - GRIEVANCE PROCEDURES

- A. A grievance shall be defined as any claim by an employee that there has been a violation of the terms of this agreement.
- B. All time limits stated in this Article consist of school days except when a grievance is submitted fewer than ten (10) days before the close of the current school term; then time limits shall consist of calendar days.
 - 1. All time limits may be extended by mutual agreement between the parties.
 - 2. If no written decision has been rendered within the limits required in the stated procedures, the grievance may proceed to the next step. If the employee fails to adhere to the time limits in the stated procedures, the grievance shall be withdrawn and further appeal shall be barred.
- C. If the parties agree, a grievance may be submitted directly to arbitration without first having exhausted the grievance procedure.
- D. A grievance may be withdrawn at any level.
- E. An employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal because of such action.
- F. A grievance may be initiated and/or conducted by:
 - 1. An employee in his/her own behalf;
 - 2. An employee accompanied by a Union representative;
 - 3. A Union representative at the employee's request.
- G. The employee, with or without Union representation, has the right to be present at all hearings and meetings concerning his/her grievance.
- H. Any investigation or other handling or processing of any grievance by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program. There shall be no loss of pay for attendance of meetings and hearings held under Article V.

- I. Expenses incurred as a result of arbitration shall be shared equally and are limited to the arbitrator's fee except by mutual agreement.
- J. All parties shall be provided copies of any documents submitted during the grievance process.
- K. All documents, written communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- L. This information shall not be disclosed to anyone except ETC/RSSP management (principal, superintendent, advisory board) and then in a professional and ethical manner.
- M. No documents, written communications or records from the separate grievance file will be used by CEO for hiring, firing, or harassment of any employee involved in a grievance procedure.
- N. All documents, written communications, and records dealing with the processing of a grievance shall be removed from that separate file one year after the anniversary of the grievance process.
- O. A single document indicating the nature of the grievance, the dates of the proceedings, the position of the employee/s involved and the result shall be maintained in a "Grievance File."
- P. Steps and Processing Grievances:
 - 1. The parties hereto acknowledge that it is usually most desirable for an employee and the immediate Principal to resolve problems through free and informal communications; however, if communication with the Principal fails, the employee will contact the Superintendent before he/she proceeds to Step 2. After following the aforementioned steps and there is no satisfactory resolution he/she may proceed to Step 2 below.
 - 2. If the grievance is not resolved at Step 1, the employee may present the grievance in writing to the Principal who will schedule a meeting to occur within ten (10) days after receipt of the grievance. The employee may be accompanied by a representative at the meeting. The employee may be allowed to present a reasonable number of relevant witnesses at the meeting. Within ten (10) days of the meeting, the employee shall be provided with the Principal's written decision, including the rationale for such decision.
 - 3. If the grievance is not resolved at Step 2, the employee may request a meeting with the Administrative Agent to be convened within ten (10) days of the request unless more time is needed due to extenuating circumstances. The employee's request must be submitted within ten (10)

school days of the Principal's decision. At such meeting the employee may present a reasonable number of relevant witnesses.

4. If the grievance is not received satisfactorily by the grievant after the third step, there shall be a fourth step of binding arbitration. The grievant may submit in writing within ten (10) school days of the Administrative Agent's decision, a request to enter into such arbitration. If a request for arbitration is not filed within ten (10) days of the Administration Agent's decision under Step 3, then the grievance shall be deemed withdrawn.
5. The parties shall jointly request the Arbitration Association or the IELRB to submit to them a list of five (5) arbitrator's names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, each party shall strike two names with the party initially requesting the arbitration striking first. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the parties with respect to setting up a time for a hearing.
6. Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter or modify in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after presentation of evidence and hearing, to make decisions in case of alleged violations of the specific articles and sections of this Agreement. His/her powers shall be limited to deciding whether the ETC/RSSP has violated the expressed articles or sections of the Agreement, and he/she shall not imply obligations and conditions binding upon the ETC/RSSP from this Agreement, it being understood that any matter not specifically set forth herein remains in the reserved rights of the CEO.
7. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any employment benefits or other compensation that he/she may have received from any source during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case. In any case, an award shall not be back further than the beginning date of this agreement.
8. If no written decision has been rendered within the time limits required in the above stated procedures, then the grievance may be processed to the next step. If the employee fails to submit his/her written grievance within the time limits set forth hereinabove, the grievance shall be considered withdrawn and shall bar any further appeal of the matter.

9. Any grievance which arose prior to the effective date of this agreement shall not be processed.
10. If the employee files any claim or complaint in any form other than under the grievance procedure of this agreement, then the CEO shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE VI - LEAVES

A. Sick Leaves

1. All full-time employees will be granted sick leave at the rate of twelve (12) days per year except when hired during the course of the school year at which time sick days will be prorated without the loss of pay. No paid sick leave shall be granted during the summer school sessions.
2. Sick leave not used in the year of service for which it was granted shall accumulate to a maximum of 340 days Certified Professional Employees (CPE). IMRF members shall accumulate a maximum of 240 days (1 year), towards retirement credit. CEO shall notify employees at the beginning of the school year of the total sick days accumulated.
3. Sick leave shall mean absence due to personal illness, quarantine at home, serious illness or death in the family or household. The may require a physician's certificate, or if the treatment is by prayer or spiritual means, a certificate from a spiritual advisor or practitioner of such a person's faith, as a basis for pay after an absence of three (3) days for personal illness.
4. Employees who will be absent for illness will advise the immediate supervisor or designee by telephone, and whenever possible, advise of the approximate duration of such illness.
5. There shall be no payment for unused sick leave for IMRF or TRS members. Unused sick leave will be put toward sick leave retirement.

B. Sick Leave Bank

A sick leave bank will be established for licensed employees to be used in the event of a catastrophic illness (defined as a life-threatening illness), a major surgery requiring an extended recovery period, a temporary disability requiring extended hospitalization or home confinement, or for the same reasons involving immediate relatives of the employee when the employee is one of the primary care givers for the relative. Normal pregnancy, child care, minor surgeries, or elective surgeries are not considered to be valid reasons for use of the sick leave bank.

All full time professional staff covered by this collective bargaining agreement, including new and current staff, have an opportunity to contribute to the sick leave bank. Current employees and new hires may elect to contribute one day per year until the expiration of this contract. At that time, the sick bank issue will be reopened for review and acceptance by all parties. Only those staff who elect to contribute to the sick leave bank will be able to debit days from the bank. All staff must notify the office annually by the end of the first semester each year to confirm their election to participate or not. Contributions made to the Sick Leave Bank are irreversible. Any member resigning from the Program will forfeit days donated to the Sick Leave Bank.

The sick leave bank shall be administered by a committee of five individuals: At least one ROE representative and three union members. The committee shall make whatever rules are necessary to govern disbursement of days from the sick leave bank. These rules will be formalized by the committee and filed in written form with in the building office and at the ROE. The committee will develop a form for individuals to elect participation in the sick leave bank, these signed forms will be submitted to the ROE.

To be eligible to receive days from the bank, the following requirements must be met:

1. The employee must have exhausted his/her accumulation of sick and personal leave days.
2. The employee's prior use of sick leave must show no pattern of absenteeism; i.e., no Monday/Friday absenteeism, nor excessive absenteeism prior to holidays or vacation periods.
4. To protect the integrity of the sick leave bank and those contributing, there must be a reasonable expectation that the employee will return to work. In the case of extended illness, consultation with the bargaining unit, Principal and ROE will be required.
5. To determine compliance with the provisions of the sick leave bank, specifically items 1 and 2 above, the employee's attendance records must be made available to the committee for review.
6. After the initial enrollment in the sick leave bank, a sick day will be automatically deducted annually. This deduction will be made on the first pay period where an employee has earned at least 1 sick day.
7. Employees who wish to withdraw from the program may do so, in writing, at any time by notifying an officer of Local 4971 and Office Manager at the ROE. Donated days are not refundable.

8. Record keeping will be maintained in the ROE office. Status of days in the bank may be reviewed anytime with sufficient notice.
9. The employee must comply with all other requirements set up by the committee.
10. Decisions made by the committee are final and non-grievable.

C. Personal Leave

1. Each full-time employee shall be entitled to three (3) days per year for personal leave without loss of pay. At least 24 hours notice shall be provided to the Principal in advance of the leave whenever possible. The Principal must approve all such leave.
2. At the end of the school year all remaining personal days will roll over into sick time.

D. Family and Medical Leave Policy

The Family and Medical Leave Act of 1993 (FMLA) became effective on August 5, 1993. Final regulations regarding FMLA were issued by the U.S. Department of Labor (DOL) and became effective April 6, 1995.

Madison County recognizes that a leave of absence from active employment may be necessary for family or medical reasons and in compliance with FMLA, up to 12 weeks of unpaid, job-protected leave will be granted to “eligible” employees for certain family and medical reasons. An employee’s health coverage will be maintained for the duration of leave, under the existing “group health plan options.” Any contributions that are normally made by the employees will continue to be required. Upon return from leave, the employee will be restored to the same position with equivalent pay, benefits, and other employment terms. The use of family and medical leave will not result in the loss of any employment benefit that accrued prior to the start of the employee’s leave.

1. Eligible Employees

Employees are eligible if they have worked for the County for at least one year, and for 1,250 hours over the previous 12 months. Unpaid leave will be granted to eligible employees for any of the following reasons:

- a. the birth and first year care of the employee’s child; or
- b. the placement of a child for adoption or foster care in the employee’s home; or

- c. to care for the employee's spouse, child, or parent, who has a serious health condition; or
- d. for a serious health condition that makes the employee unable to perform the employee's job.

2. Length of Leave

The 12-month period during which employees are eligible for 12 weeks of leave is the 12-month period beginning with the date an employee starts a period of leave. An employee who fails to return to work immediately following expiration of the authorized leave period may be subject to termination. All leave taken under this policy will be counted against the employee's leave entitlement under FMLA.

3. Prior Use of Paid Leave

Prior to being eligible for the 12 weeks of unpaid leave under this policy, an employee must have exhausted all available paid leave or compensatory time that he or she has accumulated. The 12 week entitlement is in addition to the paid leave that has been exhausted.

4. Employee Notification

The employee must provide 30 days advance notice when the leave is "foreseeable." In circumstances where thirty days notice cannot be given, an employee must provide as much notice as possible, generally within two days of learning of the need for leave. In cases where the need for leave is foreseeable, an employee's failure to provide 30 days' notice prior to taking leave may result in denial or delay of leave. An employee requesting leave under this policy shall submit a completed Request for Leave of Absence form to the Principal at which time the employee will be given the Family and Medical Leave Information Packet. The employee is responsible for all required forms and certifications.

5. Certification

If an employee requests a leave of absence because of the serious health condition of the employee or the employee's family member, the employee must submit to the director a Certification of Health Care Provider provided by the County. Failure to provide such certification upon request may result in a denial or delay of leave. The County reserves the right to require that the employee receive a second and

possible third opinion from another health care provider (at the county's expense) certifying the serious health condition of the employee or the employee's family member. If the second medical opinion differs from the employee's statement, a third medical opinion by a physician or practitioner mutually agreed upon by both parties, may be required. The third medical opinion is final and binding on the County and the employee. The County also reserves the right to require that an employee provide the County with recertification of the medical condition for which the leave is taken both initially and during the leave.

This certification will consist of:

- a. the date that the serious health condition began;
- b. the probable duration of the condition;
- c. the appropriate medical facts regarding the condition;
- d. a statement that the employee is needed for the care of a dependent and an estimate of the amount of time needed;
- e. a statement that because of the employee's serious health condition, the employee is unable to perform his/her functions; and
- f. if for an intermittent or reduced leave, the dates of expected treatment and anticipated duration.

Within ten (10) working days upon receipt of the appropriate forms, the Principal will render a decision or determine if further medical statements are required. When a second medical statement is required, the Principal shall within five (5) working days name the physician or practitioner selected to render the second opinion. Within five (5) working days from the receipt of the second physician's or practitioner's statement, the Principal will render decision or determine whether a third medical statement is required. When a third medical statement is required, the Principal will render a decision immediately upon receipt of the statement.

Before returning to work, an employee who is on leave of absence as a result of his or her own serious health condition must submit a physician's written certification that the employee is able to return to work. Failure to provide such certification may result in the delay or denial of job restoration. During the employee's leave, the County may also periodically inquire as to the employee's intent to return to work.

6. Intermittent Leave

Leaves taken for the care of a dependent or because of the employee's serious health condition may be taken intermittently or on a reduced leave schedule. If an employee seeks leave on an intermittent or reduced schedule basis, the employee must seek a Certification of Health Care Provider, as discussed above. Any hours of leave taken intermittently are deducted on an hour by hour basis from the aggregate twelve week entitlement. Leaves taken for the birth or adoption of a child cannot be taken intermittently. In addition, if the planned medical treatment is foreseeable, the employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt the daily operations of the program.

7. Contributions for Health Benefits

At the election of the employee, the County will continue to provide health insurance coverage for the employee during the employee's FMLA leave. However, the employee will remain personally responsible for paying the employee's contribution for health benefits. If the Family and Medical Leave is taken without pay, such payments shall be made at the same time and in the same manner as payments under COBRA and must be submitted directly to the County Clerk's office. Failure to pay the contributions within thirty (30) days of the due date may result in lapse of coverage.

If the employee does not return from the leave, the County may recover from the employee the portion of the contributions paid by the County in order to maintain the coverage, except if the employee fails to return because of a serious health condition or circumstances beyond the employee's control.

8. Job Restoration

Upon return from family or medical leave, the employee will be returned to the same position with no loss in benefits that accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave is subject to termination.

9. Definitions

The following summarizes the definitions of several key terms used in the policy:

- a. Parent – the biological parent of an employee; or an individual who acted as a parent to an employee when the employee was a child.

- b. Child – a biological, adopted or foster child, a stepchild, a legal ward, or a child under eighteen years of age who is living with the employee in a parent-child relationship, or, if over eighteen, who is incapable of self-care because of a mental or physical disability.
- c. Serious health condition – an illness, injury, impairment, physical or mental condition that involves:

In-patient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

Any terms not defined herein shall have the same meaning as provided in FMLA or the DOL Regulations. If any provision of this policy is inconsistent with FMLA or the DOL Regulations, the terms of FMLA and the DOL Regulations shall govern.

E. Unpaid Leave

- 1. The Principal may grant an employee an unpaid leave of absence, not to exceed nine months. All requests shall be submitted in writing at least 90 calendar days before the beginning of the leave. However, no advancement on the salary schedule shall be given for an employee who works less than 90 days in a school year as a result of taking an unpaid leave of absence.
- 2. Insurance benefits provided by the CEO will cease the last day of the month in which the unpaid leave begins unless the leave is for extended illness, then 90 days. The employee shall be allowed to continue to participate in the district insurance program by paying the monthly premium.
- 3. Upon expiration of the unpaid leave, the employee shall be allowed to return to a comparable position if available.

F. Funeral Leave

- 1. A leave of up to three (3) work days with pay will be granted for members covered by this agreement to attend the funeral of a member of their immediate family or household.
- 2. “Immediate family” is defined as spouse, child, parent, past legal guardian, brother, sister, grandchild, and corresponding in-laws.
- 3. “Household” is defined as anyone maintaining a family relationship in the member’s home.

4. Approval will be granted for leave with pay of one (1) work day to attend the funeral of a relative outside the immediate family.
 5. A maximum number of funeral leave days approved for any one employee will be three (3) working days per school year.
 6. The allowance for said “funeral leave” days will not accrue or in any way be added to the employee’s unused time.
 7. If a day or days is used under this section (“funeral leave”), written verification is required. This should be completed by the funeral home director/staff on business stationery/letterhead. This document must be made available to the Principal/designee upon the employee’s return to work. If PTO is used for this purpose, no documentation is required.
- G. Return from Leave
1. An employee who fails to report to work following the expiration of any authorized leave is subject to termination.
 2. Before returning to work, an employee who is on leave of absence due to personal illness will be asked to submit a physician’s statement releasing them to return to work. This statement must include “work status” (i.e., full duty or light duty).

ARTICLE VII - PERSONNEL FILES

- A. The Regional Office of Education shall maintain one personnel file for each employee.
- B. All documents to be placed in an employee’s personnel file shall be inserted in a timely fashion with a copy to be provided to the employee.
- C. Employees shall be allowed to inspect their official personnel file as soon as possible upon written request, but delayed inspection shall not exceed seven (7) days.
- D. Nothing herein shall prevent the Principal, the Administrative Agent or the employee’s Supervisor from having access to the employee’s personnel file.
- E. Employees shall have the right to add documents or written statements in their own personnel file.
- F. No information shall be removed from an employee’s personnel file without the mutual consent of the employee and the Principal or his/her designee.

ARTICLE VIII - EVALUATION AND PROFESSIONAL GROWTH

A. Evaluation

1. Professional Staff

- a. Evaluation of certified employees and licensed therapists is done in accordance with the Illinois School Code, Article 24a.
- b. ETC/RSSP shall establish separate committees in order to develop and review evaluation instruments.
 - The purpose of each committee is to revise said evaluation instrument at the request of either union or management.
 - This committee shall ensure the plan includes:
 - Personal observation of the professional staff within their job classification
 - Rating of the professional staff performance as excellent, proficient, needs improvement and unsatisfactory
- c. A remediation plan will be developed to correct the remediable deficiencies of a staff who is rated needs improvement or unsatisfactory. This plan shall be developed and commence within thirty (30) days of the completion of the evaluation. This plan shall commence at the start of the following school year if a needs improvement or unsatisfactory rating is received at the end of the current school year.
 - Participation in the remediation process: the professional staff rated unsatisfactory, an ETC/RSSP administrator and a consulting professional staff member of the same discipline. The "consulting" staff member is selected by administration, from the bargaining unit members, must have at least five years teaching experience/therapy experience, and has received a rating of excellent on their most recent evaluation.
 - The remediation plan shall provide for ninety (90) school days of remediation.
 - Quarterly evaluations and ratings for one year following receipt of an unsatisfactory rating of a professional staff for whom a remediation plan has been developed.

- Reinstatement to the evaluation schedule for a professional staff who completes the one year remediation plan with a satisfactory evaluation or better.
 - Dismissal is in order for a staff who fails to complete the year-long remediation process with a "proficient" rating or higher.
- d. Evaluation shall be every other year. Beginning in the spring of 1997, those staff hired in odd numbered years were evaluated. In the spring of 1998, those hired in even numbered years were evaluated. This will continue for the life of this contract (Spring 2002 - even).

2. Paraprofessional staff

- a. Paraprofessional staff includes program assistants.
- b. CEO shall establish a committee of a minimum of one ETC teacher, one RSSP teacher and one administrator to develop and review the evaluation instrument when a review is requested by either administration or the bargaining unit.
- c. Evaluations must be based on the following:
 - Personal observations by the administration
 - Performance of specific duties contained in the job description.
 - Rating of the employee's performance as excellent, satisfactory, and unsatisfactory. However, prior to giving a "unsatisfactory" rating, the evaluator must provide the following to the employee in writing. Specific examples of the observed deficient behaviors, recommendations as to what the employee should do to correct the reported deficiencies, and period of time during which the employee is given to correct stated deficiencies.
- d. Evaluations shall be every other year, according to the year in which the staff member was hired. Beginning in the spring of 2015, those staff hired in odd numbered years will be evaluated. In the spring of 2016, those hired in even numbered years will be evaluated. This will continue for the life of this contract.

B. Professional Growth

1. Members of the bargaining unit will be reimbursed for costs incurred in attending any workshops, conferences, or courses of study which are required by the Regional Office of Education Administration.
2. Members of the bargaining unit may suggest conferences, workshops, or courses of study via an application process to their immediate supervisor to be considered for approval. The decision to reimburse for these activities and if so, to what extent, is made by the Principal in consultation with the ROE.

ARTICLE IX - WORKING CONDITIONS

- A. Licensed school employees covered by this CBA shall not exceed a 7.5 hour work day. All other staff covered by this agreement shall have no more than 37.5 hour week. Schedules may be adjusted by the administrator to compensate for “group” meetings and staffing conferences.
- B. If any member of the bargaining unit is asked to assist with students, program activities, etc. during a time which would result in the staff member missing their 30 minute duty-free lunch period, he/she will be offered the choice of an alternative lunch time or one-half hour of comp time (to be used according to policy). All incidents of this nature must be pre-arranged and approved by the building administrator/designee.
- C. Teachers and program therapists shall have a planning period each day equivalent to one class period. Planning time may be individual or group as determined by the nature of the instruction to be delivered.
- D. Class size shall be in accordance with the rules and regulations in Section 226.730 in the 23 Illinois Administrative Code Part 226.
- E. Class/Group Coverage
 - When sub duty is needed, an administrator will take into consideration the daily and weekly schedule of the team teachers, therapist, and the availability of a sub-approved program assistant, prior to assigning someone to sub duty.
 - Teachers and therapists will be granted compensation (for subbing), if they are requested to sub on a day in which their own schedule includes teaching/conducting group/involvement with students four or more periods.
 - Teachers and **non-teaching certified staff** who perform sub duty may earn a \$15.00 stipend for each period subbed. An administrator or designee must pre-approve all sub duty and compensation. **Counselors**

will be used as a last resort as determined by the principal.

Alternatives to the stipend are:

- Comp time (to be taken by the end of the quarter in which it is earned).
- Team decision (rearranging schedule).

1. Program Assistant

- a. Only program assistants with the appropriate credentials (teaching certificate or substitute certificate) will be asked to teach a class. These documents must be on file in staff personnel file.
- b. Based on program needs, an administrator will designate individuals to provide substitute services. They will also determine when and where these services are needed.

2. Requests/Paperwork

- a. Compensation will be provided for duty preapproved by the Principal or designee.
- b. Appropriate documentation must be initiated by the staff member providing substitute duty and forwarded to the Principal or building administrator.

F. Job descriptions shall exist for all bargaining unit employees. Job descriptions will be developed and reviewed on an annual basis, Administration shall make the final decision on the content of all job descriptions. Copies of these job descriptions shall be kept in the school office as well as at the ROE.

G. Attacks on School Personnel

- 1. Incidents of battery committed against employees shall be reported by the Principal or designee to the local/county law enforcement agency no later than three (3) days after the occurrence of the incident. It is the responsibility of the employee to notify the Principal/designee in writing of the incident as close to the time of the incident as possible but within the three (3) day time frame.
- 2. The Principal/designee reserves the right to collaborate with the staff and ROE personnel in reviewing the incident when there is question concerning the judgment call. If the final decision is not to notify the authorities this does not in any way prohibit the individual staff involved from pursuing the matter with the local authorities.

3. The Principal/designee in collaboration with the staff and ROE personnel shall determine further action regarding the student involved.

H. Use of School Vehicles

1. No union employee other than a P.E. Teacher shall be required to transport students in a Center for Educational Opportunities (CEO) vehicle.
2. Employees who voluntarily offer to transport students using the CEO vehicle during scheduled CEO activities and field trips shall be trained, where needed, at the expense of the CEO, so they meet applicable statutory and regulatory requirements.
3. CEO shall indemnify and hold harmless employees who transport students in CEO vehicles.
4. CEO shall be responsible for providing the necessary maintenance of the CEO vehicles including the pretrip inspection, prior to their use.
5. CEO will pay all fees involved in the process of obtaining a school bus permit.
6. A stipend of \$100 per year will be paid to those other than P.E. teachers obtaining a school bus permit and/or non school bus permit-student transportation approval.
7. Any staff member who drives a CEO vehicle must have completed a Madison County safety driving program.

I. Summer School

1. Should CEO deem it necessary to provide summer school, professional staff who are employed shall receive Three Thousand Eight Hundred Fifty Dollars (\$3,850) for a minimum 60 hour summer school session (105 ILCS 5/18-4.3).
2. CEO shall determine the length of the summer school session; the summer school program shall be five (5) hours per day (except Saturday, Sunday and holidays).
3. Compensatory time which has been unused from the regular school year may be used during the summer program with the approval of the Principal.
4. Program Assistants who are employed in the summer school program shall be paid at the current school year hourly rate.

5. CEO reserves the right to determine what positions are needed for the summer school session. (*The Regional Safe School Program (RSSP) does not provide services during the summer.)
 6. Summer school positions will be offered to staff based on proper qualifications and a rotating seniority basis, this includes all members of the bargaining unit. The rotation process shall start with content area teachers for the current courses offered. If they decline, all other teachers in the bargaining unit must be offered the position before the program may offer the position to an outside party. The objective here is to provide an opportunity for all staff to participate/experience summer school if desired. If the summer program is not operated, the rotation process resumes the next year that summer school is in operation.
- J. Orientation of New Employees – new employees shall receive verbal and written orientation which may include the following activities:
1. An overview of the purpose, operation and implementation of the three program components: education, therapy, and recreation.
 2. Information regarding the behavior management system and its implementation.
 3. Teaming new employees with current employees, when feasible via scheduling so that employees with similar duties may work together for a scheduled amount of time.
 4. New employees shall receive one (1) day of orientation with the Principal and shall be observed two (2) times during the first semester of employment. Each of these observations will include a follow-up conference with the immediate supervisor and documentation of such for the personnel file.

The purpose of this orientation is to help insure the newly employed individual is understanding and adapting to policy, procedures, and job requirements.
 5. CEO will assume responsibility for seeing that each new employee receives a personnel policy and an operational policy. The CEO will allow the Union to meet with employees during the new employee orientation and the Union will assume responsibility for seeing that the new employees receive a copy of the bargaining agreement, if appropriate.
- K. To the fullest extent possible, all members of the bargaining unit will be informed as to their placement (location, grade, student group) for the upcoming school

year by the last day of the current school year. This deadline/assignment is subject to change by the Principal.

ARTICLE X - POSTING OF VACANCIES

- A. All job vacancies within the unit shall be posted for seven (7) calendar days prior to any public advertising of the position. If any vacancies occur subsequent to the close of the school term, the Union President or designee will be notified in writing of the vacancy.
- B. Employees within the unit who apply under this Section will have their applications considered first.
- C. Summer school positions will be posted two (2) weeks prior to the last day of the regular school year.
- D. Teaching Vacancy
 - 1. When a teaching vacancy exists for which a qualified applicant has not been found and hired, or due to an extended leave of absence of a teacher, the employer may assign a non-teaching employee who possesses a teaching license(s) or sub license to the vacant position on a temporary basis until a qualified candidate is hired (or teacher returns).
 - 2. An employee who possesses a sub license shall be paid at the substitute rate of pay for the first 20 consecutive working days in the vacant position. Beginning with the 21st day in the position, the employee shall be compensated at the rate of pay of a teacher at Step 1 of the Bachelors degree column of the salary schedule, regardless of the degree held by the employee. For purposes of calculating the daily BA Step 1 rate, the scheduled salary shall be divided by 180.
 - 3. Payment at the BA Step 1 rate will begin on the 21st day, it is not retroactive.
 - 4. Once the vacancy is filled by a qualified candidate (or the teacher returns) and the employee (sub) resumes non-teaching duties, the rate of pay shall return to the appropriate classified rate.

ARTICLE XI - SENIORITY

- A. Seniority shall be defined as the length of service to the Center for Educational Opportunities (CEO). Two separate seniority lists shall be maintained. One seniority list shall be for certified/professional employees. The second list shall be for paraprofessional employees. The lists shall be mutually exclusive. If a

licensed/professional employee takes a position that is included in the paraprofessional seniority list, that employee shall start on the paraprofessional seniority list with no credit for seniority accrued from the certified/professional seniority list. If a paraprofessional employee takes a position that is included in the licensed/professional seniority list, that employee shall start on the licensed/professional seniority list with no credit for seniority accrued from the paraprofessional seniority list. Seniority shall be determined as follows in order of consideration:

1. The number of years of full-time service accrued on the appropriate seniority list within the Center for Educational Opportunities (CEO). Service shall be defined as the first day upon which duties were performed.
 2. Seniority shall not accrue during any authorized leave of absence without pay if the leave exceeds 90 school days.
 3. In the event seniority is equal, the following shall apply:
 - a. Appropriately licensed for subject.
 - b. The date of hire.
 - c. The number of years within a job classification.
 - d. Highest earned college degree plus hours.
- B. The Center for Educational Opportunities (CEO) shall within fifteen (15) school days after the beginning of the school year, post both the ETC/RSSP certified/professional seniority list of employees and the ETC/RSSP paraprofessional seniority list of employees, indicating professionals and paraprofessionals within the bargaining unit.
- C. In the event that ETC/RSSP decides to reduce the number of full-time employees within any job classification within the unit, it shall be done on the basis of seniority within that employee's Program seniority list. The employees within the job classification who have the least seniority within their Program seniority list will be the first to not have their contracts renewed. Substitute teachers shall not be given seniority.

When reductions in the staff are under consideration, the management shall so inform the union at least fifteen (15) days prior to final decision. The union shall be given an opportunity to bargain the impact of the reductions. Within eight (8) days of notification, the union shall submit its suggestions in writing and the management or its representative shall respond in writing, if any, within seven (7) days of receipt of the union's suggestions.

- D. If a professional employee's contract is not renewed for the following school year as a result of a decision to decrease the number of positions within the unit or to reduce the number of full-time employees within any job classification of certified personnel, the ETC/RSSP shall provide the employee written notice no later than sixty (60) calendar days prior to the close of school.
- E. Any licensed, professional employee within the unit whose contract is not renewed as a result of a reduction in force (RIF) of the number of positions within said employee's job classification, shall be given the opportunity in the order of seniority on the Program licensed/professional seniority list to fill any vacancy which exists for the following school term or within one (1) calendar year from the beginning of the following school term so long as the employee possesses the necessary qualifications established for said position. Paraprofessional seniority positions subject to lay-off shall be pursuant to seniority process established in this contract.
- F. In the event of a lay-off, an employee may not assume a position for which he/she has never been previously hired unless appropriately licensed.

ARTICLE XII - WORK STOPPAGE

- A. The union and the employees agree not to engage in, authorize or instigate a work stoppage, strike, work slowdown or picketing during the term of this Agreement or any extension thereof.
- B. In the event of any violation of any provision of this Article by the Union, its members, or representative, or by any employee, the Union shall, upon notice from ETC/RSSP, immediately direct such employees both orally and in writing to resume normal operations immediately and take every other reasonable effort to end any violations.

ARTICLE XIII - SALARIES AND MILEAGE ALLOWANCE

- A. Full-time employees shall be paid during the term of this agreement according to the Salary Schedule attached hereto. Within ten (10) days of the start of the school year or within ten (10) days of initial employment for an employee starting after the start of the school year, each employee shall receive a verification report that includes but is not limited to: (a) current step placement; (b) years of service in the district; (c) current salary; (d) current accumulated sick leave; (e) any additional compensation.
- B. Experience Credit: In the filling of positions which require licensure, experience with behavior disordered, social-emotional disordered and emotionally disturbed children in mental health or educational settings, whether public or private, shall

also be considered. This applies to positions filled subsequent to the commencement of this contract.

A new employee with certificated experience elsewhere shall be placed step 1 of the salary scale. Years of service from a paraprofessional position cannot be transferred for years of service in a certified professional position, and cannot be used as service credit on the pay schedule. In order to advance on the salary schedule a new employee must work one week and one semester during the school year.

C. In order to make a horizontal advancement on the salary schedule for coursework taken the following apply:

- The course must be taken at an accredited institution of higher learning.
- The coursework will enhance the employee's skills in the performance of duties assigned.
- A grade of "C" or above meets advancement criteria.
- An official transcript must be forwarded to the ROE no later than the first day of school.
- Advancement on the salary schedule made at the start of the school year (for courses taken previous 12 months).
- Credit for academic advancement applies to employees whose salary schedule provides for such advancement.

D. Mileage Allowance - Staff members who are required or requested to use their personal vehicles in authorized service to ETC/RSSP shall be reimbursed at the rate established by the Madison County Government, on July 1 of each fiscal year for the duration of this contract.

ARTICLE XIV - UNION DUES, FAIR SHARE, EXPENSES

The employer shall honor employee's individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the union. In the event, that an employee revokes their dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the employer after the close of the revocation window.

A. It is recognized that the negotiations and administration of this agreement entail expenses which appropriately are shared by all employees who are beneficiaries

of said agreement. To this end, effective with the commencement of the forthcoming school year, if an employee does not join the Union such employee will:

1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
 2. Pay directly to the union a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within sixty (60) days following the commencement of employment of the employee or the effective date of this section, whichever is later, the Center for Educational Opportunities (CEO) will deduct from the regular salary check of the employee the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:
1. The union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of IELRB; and
 2. The union has annually certified in writing to the Center for Educational Opportunities (CEO) the amount of such fair share fee and has annually certified in writing to the Center for Educational Opportunities (CEO) that such notice has been posted.
- C. The parties expressly recognize the right of employees to challenge the amount of fair share. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the IELRB.
- D. In the event an employee objects to the amount of such fee, the Center for Educational Opportunities (CEO) shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IELRB, which shall hold the fee in escrow in an account established for that purpose. The Center for Educational Opportunities (CEO) shall continue to transmit all such fees to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during the pending action pursuant to applicable IELRB procedures.
- E. The parties expressly recognize their obligations to and the rights of nonmembers based upon their bonafide religious tenets or teachings of a church or religious body as provided in Section 11 of the IELRB. If a nonmember employee declares the right of nonassociation based upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to his or her proportionate share to a nonreligious charitable organization mutually agreed upon by the employee and the union. If the employee and the union are unable to reach an agreement on the matter, a charitable organization shall be selected from

a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

- F. The union agrees to indemnify and save the Center for Educational Opportunities (CEO) harmless against any claims, charges, demands, suits, or other forms of liability which may arise by reason of any action taken or omitted by the Union or the Center for Educational Opportunities (CEO) in complying with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

- G. The Management agrees to remit these dues and/or fees to the Union once each month after the second pay period. Dues and/or fees remitted to the union shall be based on the list of members provided by the Union.

2019-2020 Staff Salary Schedule for Licensed Staff

% increase on schedule = 1.00%

<u>STEP</u>	<u>BA</u>	<u>BA+12</u>	<u>BA+24</u>	<u>BA+32</u>	<u>MA</u>	<u>MA+12</u>	<u>MA+24</u>	<u>MA+32</u>
1	36,264	37,098	37,931	38,766	39,600	40,382	41,267	42,102
2	37,714	38,549	39,383	40,218	41,051	41,885	42,718	43,553
3	39,164	40,000	40,833	41,667	42,500	43,335	44,169	45,004
4	40,616	41,450	42,283	43,117	43,951	44,786	45,620	46,454
5	42,066	42,900	43,733	44,568	45,402	46,236	47,071	47,905
6	43,424	44,351	45,184	46,019	46,852	47,687	48,521	49,355
7	44,967	45,801	46,635	47,469	48,303	49,137	49,953	50,807
8	46,418	47,252	48,086	48,920	49,753	50,587	51,423	52,257
9	47,868	48,703	49,536	50,370	51,203	52,039	52,873	53,707
10	49,319	50,153	50,986	51,821	52,655	53,489	54,323	55,158
11	50,769	51,603	52,438	53,272	54,105	54,939	55,774	56,608
12	52,220	53,055	53,888	54,722	55,556	56,390	57,224	58,059
13	53,671	54,505	55,338	56,173	57,006	57,841	58,675	59,510
14	55,121	55,956	56,789	57,623	58,457	59,292	60,126	60,960
15	56,572	57,406	58,239	59,074	59,908	60,742	61,576	62,410
16	58,022	58,856	59,690	60,525	61,358	62,192	63,027	63,862
17	59,473	60,308	61,141	61,975	62,808	63,643	64,478	65,312
18	-	61,758	62,591	63,425	64,259	65,094	65,928	66,763
19	-	-	64,042	64,876	65,710	66,544	67,379	68,213
20	-	-	-	66,327	67,160	67,995	68,829	69,663

All qualifying employees will receive their current pay increase on the current pay scale by moving by years of experience and education attainment plus 1%. Employees who have capped on years of experience and educational attainment will not be affected by the revision of this scale (see salary note that follows). The ROE will guarantee full health coverage for individuals up to a 10% increase in premiums. Any premium cost above 10% will be a payroll deduction. All salary is TRS credited.

Salary note: For the calendar year 2019-2020, staff member Jon Frangoulis, will be paid his base pay on the 2019-2020 salary schedule and a percentage will be added to that base not to exceed a combined total of 3% as to under the 3% threshold established by Public Act 100-0587 .

2019-2020 SALARY SCHEDULE

FOR

PROGRAM ASSISTANTS

Highly Qualified

1	\$15.00
2	\$16.22
3	\$18.11

ARTICLE XV - TERM AND ADOPTION OF AGREEMENT

- A. Complete Understanding - The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and

conditions of this Agreement shall constitute a binding obligation of the parties for the duration thereof. The parties shall comply with said terms and conditions which may be modified only through the written consent of the parties.

- B. Saving Clause - Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.
- C. Waiver of Additional Bargaining - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Center for Educational Opportunities (CEO) and the Union, for the life of this Agreement, each voluntarily agree that the Union, shall not be obligated to bargain collectively except by mutual agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- D. Term of Agreement - This Agreement shall be effective and shall continue in effect until **August 10, 2020**.
- E. This Agreement is signed this **14th day of August, 2019**

FOR THE UNION

FOR MANAGEMENT

President

Regional Superintendent of Schools

Vice President

Asst. Regional Superintendent of Schools

Asst. Regional Superintendent of Schools

CEO Principal