

PROFESSIONAL AGREEMENT

BETWEEN

**MID-VALLEY SPECIAL EDUCATION
COOPERATIVE**

and

**MID-VALLEY SPECIAL EDUCATION
ASSOCIATION
(MVSEA)**

2016-17

2017-18

2018-19

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BETWEEN

MID-VALLEY SPECIAL EDUCATION COOPERATIVE

and

MID-VALLEY SPECIAL EDUCATION ASSOCIATION

This agreement is entered into this 1st day of July, 2016, for 2016-19, by and between the Mid-Valley Special Education Cooperative Executive Advisory Board, (hereafter referred to as the Board) and Mid-Valley Special Education Association – I.E.A./N.E.A. (hereafter referred to as the Association).

PREAMBLE

Mid-Valley Special Education Cooperative (MVSEC) and the Association recognize that education is a profession requiring specialized skills and qualifications. The parties also recognize that the educational program conducted by MVSEC requires that such skills and qualifications possessed by members of its staff be utilized to the maximum extent consistent with that educational program. The best interests of the students of MVSEC are served through an orderly process of communication between the Cooperative and representatives of the staff. Therefore, and in accordance with their mutual design to provide the MVSEC community with a high quality educational program consistent with the resources available to the Cooperative, the parties agree as follows:

ARTICLE 1: RECOGNITION

1.1 RECOGNITION

The Executive Advisory Board (the “Board”) of the Mid-Valley Special Education Cooperative (“MVSEC”) recognizes the Mid-Valley Special Education Association, IEA-NEA, (the “Association”) as the sole and exclusive collective bargaining representative for the following:

1. **Teaching Staff.** All regularly employed full and part-time personnel who are required by law to be licensed, including special education teachers, school social workers, school psychologists, certified school nurses, speech-language pathologists, and/or assistive technology specialists; and
2. **Therapy Staff.** All regularly employed licensed full and part-time occupational therapists, physical therapists, occupational therapy assistants, physical therapy assistants, and/or assistive technology specialists; and
3. **Support Staff.** All regularly employed full and part-time educational support personnel (“ESP”) of MVSEC, including teaching assistants, administrative assistants, and secretaries.

1.2 EXCLUSIONS

The following are excluded from the bargaining unit:

All supervisory, administrative, managerial, confidential and short-term employees as defined under the Illinois Educational Labor Relations Act, including but not necessarily limited to the Executive Director, Director of Business/Human Resources, principals/coordinators, the Administrative Assistant to the Executive Director, registered nurses and registered nurses’ assistants.

ARTICLE 2: MANAGEMENT RIGHTS

2.1 MANAGEMENT RIGHTS

The Association recognizes that the Executive Advisory Board of MVSEC has the sole responsibility and authority to manage and direct the operations, activities, and properties of MVSEC to the full extent authorized by law. All rights and responsibilities to manage the operations, activities, and properties of MVSEC, as such rights and responsibilities would exist in the absence of this Agreement, shall continue to be vested solely and exclusively in the MVSEC Executive Advisory Board, except as expressly and specifically modified herein. It is recognized that such rights and functions include, but are not limited to:

1. The control of property and the composition, assignment, direction, and determination of the size and type of the staff;
2. The right to determine work to be done and the standards to be met by the employees covered by this Agreement;
3. The right to change or introduce new programs and courses of instruction, methods, processes, means and facilities;
4. The right to hire, establish work schedules, assign or transfer employees; and
5. The right to determine the qualifications of employees.

In the event of a conflict or inconsistency between a provision of this Agreement and an obligation imposed upon MVSEC by law, the obligation imposed by law shall govern, and the conflicting provision of this Agreement shall be deemed null and void to the extent of the conflict.

ARTICLE 3: BARGAINING PROCEDURES

3.1 TIME OF NEGOTIATIONS

The parties shall commence bargaining for a successor agreement on or before June 1 of the final year of this agreement and shall bargain as per the Illinois Education Labor Relations Act and its Rules and Regulations.

3.2 RELEASE TIME FOR BARGAINING

With notice to administration, in the years the complete agreement is subject to bargaining, the Association may be entitled to up to an additional twenty (20) days of Association leave, separate and distinct from Association leave granted in Section 6.3. The Association will pay the cost of the substitutes, if necessary.

3.3 MEDIATION

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

3.4 PRINTING OF CONTRACT COSTS AND DISTRIBUTION

Within thirty (30) days after the agreement is signed, copies of this agreement shall be printed and presented to each Association member now employed, hereafter employed, at the employer's cost.

ARTICLE 4: GRIEVANCES AND ARBITRATION

4.1 GRIEVANCE DEFINED

A “grievance” is defined as: any complaint by an employee or the Association that the MVSEC has violated, misapplied, or misinterpreted a provision of this Agreement.

4.2 GRIEVANCE PROCEDURE

Grievances shall be raised promptly following the event giving rise to the grievance, and resolution shall be attempted promptly, in accordance with the following steps. Any grievance which is not raised or processed within the following time limits shall be deemed settled on the basis of the MVSEC’s action, or last answer.

1. All time limits consist of days which the Mid-Valley Special Education Cooperative Administration office is officially open for business during the August to June school calendar, unless mutually waived or adjusted.
2. A grievance shall specify in writing the nature of the grievance and the section(s)/clause(s) of the Agreement which is allegedly being violated and the remedy requested.
3. When a grievance is submitted fewer than ten (10) days before the close of the current school term, or when school is not in session, time limits shall be computed with reference to days when the Mid-Valley Special Education Cooperative Administration Office is officially open.

A grievance filed in accordance with this provision shall be processed as follows:

Step 1: Within fifteen (15) school days from the date of the occurrence of the event(s) giving rise to a possible grievance, the employee will notify his/her immediate supervisor of a possible grievance.

Within fifteen (15) school days of the notification of the possible grievance, the employee and his or her immediate supervisor shall meet to attempt to resolve the issue through informal verbal discussion. The issue should be raised initially in writing or via email with the employees’ immediate supervisor. The outcome of the informal discussion will be documented in writing or in an email with copies to all parties.

If the issue cannot be resolved through such discussion within twenty (20) school days following the meeting, or such extended time as mutually agreed by the parties, the parties may proceed to Step 2.

Step 2: The written formal grievance shall be submitted to the Director of Human Resources and/or a Coordinator within five (5) school days of the conclusion of Step 1. The

written formal grievance shall state the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, and the remedy requested.

Within ten (10) school days of the submission of the Step 2 appeal, the Director of Human Resources and/or a Coordinator shall meet with the aggrieved and the aggrieved representative, as desired, to attempt to resolve the grievance. Within ten (10) school days of the Step 2 meeting, the Director of Human Resources and/or Coordinator shall issue a written response to the grievance, with copies sent to the grievant, the Association, and the Executive Director.

If the grievance is not resolved at Step 2, the parties may proceed to Step 3.

Step 3: The written grievance shall be submitted to the Executive Director within 10 (ten) school days from receipt of the Step 2 written response.

Within ten (10) school days after such written grievance is received at Step 3, the aggrieved, representative of the aggrieved as desired, the immediate supervisor, and the Executive Director or his/her designee shall meet to attempt to resolve the grievance. Within ten (10) school days of the Step 3 grievance meeting, the Executive Director, or his/her designee, shall issue a written response to the grievance, with copies sent to the grievant, the Association, and the immediate supervisor.

Step 4: If the grievance is not resolved satisfactorily to the Association in Step 3, the Association may submit, in writing to the Executive Director, a request to refer the grievance to impartial arbitration within ten (10) school days after receiving the Step 3 written response. The parties shall jointly request the American Arbitration Association or Federal Mediation and Conciliation Service to submit to them a list of at least five (5) arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the party initially requesting the arbitration shall strike one name and the other party shall strike one name. 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 time for the hearing.

4.3 EXPENSES

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Advisory Board and the Association. Each party to an arbitration proceeding shall be responsible to compensating its own representatives and witnesses, unless requested by the arbitrator, at which time the expenses will be joint.

The fees and the expenses of a transcript, if jointly requested, shall be shared equally by the parties. If a transcript is requested by only one party, that party shall assume the full cost of same, including the arbitrator's copy. Each party shall bear its own costs of preparation, including those of witnesses and representatives at the hearing.

4.4 ARBITRATOR HEARING

The arbitrator shall conduct a hearing at which either party may present evidence, may cross-examine witnesses presented by the other party, may require the presence of a court reporter and may file post-hearing briefs.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/Her authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Executive Director, or designee, and the Association, and the decision must be based solely upon interpretation of the meaning or application of the express language of the Agreement. The decision of the arbitrator will be binding.

4.5 CONDITIONS APPLICABLE TO GRIEVANCE PROCESS

1. All employees and the Association shall first exhaust all steps of the grievance procedure before seeking redress in any court or administrative agency for alleged violations of this Agreement. Each employee shall have the right to present and seek adjustment of grievances pursuant to these provisions with or without representation. Nothing contained in this Agreement shall be construed to prevent any employee from discussing any problem with the MVSEC, or from having such problem adjusted without intervention or representation of Association representatives.
2. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. Any employee has a right to be represented in the grievance procedure. The employee shall be present at any grievance discussion when the administration and/or the Association deem it necessary. When the presence of an employee at a grievance hearing is requested by either party, illness or other incapacity of the employee shall be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement. Any final disposition of a grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. Should attendance at a grievance hearing require that a grievant(s) and/or an Association Representative be

released from his/her regular assignment, he/she shall be released without loss of pay or benefits. The Association shall reimburse to the MVSEC the cost of substitutes for any additional educator that testifies by request of the Association.

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

4.6 BY-PASS

By mutual agreement, any step of the grievance procedure may be by-passed.

4.7 STEP 3 GRIEVANCE

Grievances involving a supervisor or supervisors beyond the employee's immediate supervisor may be initially filed by the Association at Step 3.

4.8 FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the employees.

4.9 GRIEVANCE WITHDRAWAL

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

4.10 SETTLEMENT

By mutual agreement, a grievance may be settled at any step without establishing precedent.

4.11 RELEASED TIME

Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, the employee and/or Association representative shall be released without loss of pay or benefits provided that prior notice is given to the immediate supervisor.

4.12 EXPEDITED ARBITRATION

Upon mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

4.13 COMPLAINT PROCEDURE

Each employee is encouraged to raise and discuss any problem encountered by the employee with respect to existing MVSEC operations, practices or policies, or changes made thereto (but falling outside the definition of "Grievance" set forth in Section 4.2). Such problems should be

raised initially in writing with the immediate supervisor by the employee or the Association. If resolution is not achieved, the employee or the Association may raise and/or appeal such problems to the Director of Business and Human Resources, another supervisor or Executive Director (or designee).

ARTICLE 5: EMPLOYEE RIGHTS

5.1 RIGHT TO ORGANIZE AND PARTICIPATE

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other activities as protected by law. The employees have the right to join, or not to join in any organization for their professional or economic improvement, but membership, in any organization shall not be required as a condition of their employment.

5.2 NON-DISCRIMINATION

The parties will not discriminate against any employee or prospective employee because of membership or non-membership in any organization, including the Association, because of the institution of a grievance under this Agreement or participation in collective negotiations, nor because of race, creed, religion, marital status, sex, age, or national origin; neither MVSEC nor the Association will coerce employees in their exercise of rights afforded by law. As a condition of retaining its status as the exclusive collective bargaining representative for the employees, the Association agrees that it will fairly represent all such employees without regard to membership, or non-membership, in the Association. In the event an employee elects to pursue a claim of discrimination through state or federal court, or state or federal administrative proceedings, the employee and the Association agree that the same claim shall not be processed through the contract grievance-arbitration procedure.

5.3 RULES AND REGULATIONS GOVERNING EMPLOYEES

MVSEC reserves the right to initially promulgate and reasonably modify employee conduct rules and regulations, which right shall not be subject to the grievance procedure set forth in the Agreement. However, the Association reserves the right to file a grievance challenging the reasonableness of any such rules or modifications thereto.

5.4 RIGHT TO REPRESENTATION

Any employee who is required to attend a meeting or conference with administration in which discipline is to be imposed or discussed, he/she may request that an Association representative be present. If such a request is made before a meeting, said meeting will be scheduled when the Association representative is available. If the request is made during the meeting, said meeting will be adjourned until the Association representative is available. However, the meeting shall not be unreasonably delayed by the request for representation.

5.5 NOTIFICATION OF POLICIES

All policies, regulations, and rules of the employer relating to the employee's employment must be published and readily available to the employees. Access to MVSEC's policies, regulations, and rules shall be available to each employee on the MVSEC website. Staff shall be informed of

changes in existing policies, regulations, and rules via electronic communication. A hard copy of the policy manual will be available in the administrative offices.

5.6 JOB DESCRIPTIONS

Employees shall have current job descriptions available to them via MVSEC website or at the administration offices.

5.7 TEMPORARY USE OF NON-ASSOCIATION PERSONNEL

The employer agrees that supervisors or non-unit personnel shall not be used at any time to displace Association Members regularly employed in the Association, except in emergencies when Association Members are not available or have refused to do the work. Mid-Valley will re-post a contracted position by March 1 or as soon as it is determined that the position is necessary for the following school year.

5.8 EMPLOYEE NOTIFICATION OF ASSIGNMENTS --All Staff

All staff shall be notified of tentative assignments for the coming school term in June, or after the tentative budget has been approved by the Board. All persons on leave will be covered by this section. In the event it is necessary for the assignment to be changed, the educator shall be notified as soon as practicable.

5.9 EMPLOYMENT OF PART-TIME TEACHING STAFF

Employment of part-time teaching personnel will be restricted to those positions that cannot reasonably be assigned to a full-time, teaching staff member.

5.10 PART-TIME ASSIGNMENTS FOR ALL STAFF

1. A full-time staff member may request by February 1, a reduction to a part-time position for a period of one (1) year. At the sole discretion of the Board of, such a reduction may be granted. For those staff members with tenure, the request may be granted without loss of tenure.
2. If granted in (1) above, by February 1 of the part-time year, written notice must be provided to the Director of Business and HR, whether the part-time staff member will return to full-time employment, apply for a one-year extension of part-time employment, or resign.
3. The Board reserves the right to terminate any part-time assignments for the following year (including positions held by tenured staff).
4. The decision to grant or deny such request shall not be subject to the grievance process and shall be subject to the requirements determined by the Board of Education.

ARTICLE 6: ASSOCIATION RIGHTS

6.1 COMMUNICATIONS

The association president shall download the complete board packet from website which will be available by 3:00 pm two (2) days prior to the board meeting. Other supportive material may be available upon request to the Executive Director or his/her designee. If the website information is not available, a copy of the Board minutes and agenda will be emailed to the association president.

Upon request, either party shall be supplied information solely in the possession of the other party which:

1. Has previously been prepared or is reasonably available without unnecessary expenditure;
2. Is not confidential or subject to the rules of privacy or privilege; and,
3. Is reasonably pertinent to grievance processing or negotiation.

A copy of the standing policies of the Executive Advisory Board shall be available for employee reference on the MVSEC website or at the MVSEC offices. Such copies shall be amended as necessary to remain current.

6.2 NAMES AND ADDRESSES - NEW EMPLOYEES

Names, addresses, and building assignments of newly-hired employees shall be provided to the Association within fourteen (14) days after their hiring.

6.3 ASSOCIATION RELEASE TIME

The Association shall be granted an aggregate number of leave days, during the regular school year, equal to twenty (20) regular school days to send representatives to local, state, or national conferences or on other business pertinent to Association affairs. The Association shall reimburse MVSEC for the cost of substitute(s), if substitutes are used.

6.4 CONTRACT - UNIFORM APPLICATION

Both parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

6.5 JOINT LEADERSHIP MEETINGS

The Association President, Association Representatives, and the Executive Director or Designee will hold regular monthly meetings during the course of this contract. This will allow the regular communication of items of concern. Guidelines for procedures of these meetings will be agreed upon at the first meeting of each school year.

6.6 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

The employer will allow the Association to use MVSEC facilities for committee, general or building employee meetings, outside of school attendance hours, subject to rules for non-school use. Association members will be allowed to store Association materials at their work site in a place not available to students. In addition, the Association shall have the right to use equipment including MVSEC e-mail, other duplicating or printing equipment, binding equipment, calculating machines, audio-visual equipment, and computer and word processing equipment at reasonable times when such equipment is not in use. The Association shall pay for the reasonable cost of all materials, supplies and operator (when necessary) incident to such use.

6.7 ASSOCIATION BUSINESS

Association Representatives shall be permitted to transact Association business on school property provided the Administrator in charge has been notified. The Association shall have the right to communicate with its members via the telephone, inter-school mail, e-mail, bulletin boards for suitable notices, and hold periodic building meetings. The association shall conduct business during non-duty hours, except in the case of an emergency or by administrative request. In the case of an emergency, the contacted Association member will notify his/her immediate coordinator of the event, the date and duration in a timely manner.

ARTICLE 7: ASSOCIATION DUES/FAIR SHARE

7.1 ASSOCIATION DUES

7.1.1 Membership

Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

7.1.2 Authorization for Dues Deductions

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Executive Director or his/her designee. Authorizations submitted to the Executive Director or his/her designee by the 15th of any month shall become effective by the first pay period of the following month.

Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Executive Director and the Association's membership chairperson prior to September 15th of any school year, to be effective for such year.

7.1.3 Procedure for Dues Deductions

MVSEC shall deduct from the regular paychecks of each employee for whom an authorization form is on file, the dues and assessments regularly and uniformly required by the Association as a condition of membership. The deduction of dues shall begin with the first paycheck in October and end with the last paycheck in July, for a total of twenty (20) deductions. If an employee resigns from the employment of MVSEC prior to termination of the effective period of the then current authorization, MVSEC shall deduct the unpaid portion of such authorization from the employee's final paycheck. All dues deducted by MVSEC shall be remitted to the Treasurer of the Association no later than three (3) work days after such deductions are made.

7.2 FAIR SHARE

7.2.1 Who Pays

Each bargaining unit member who does not join the Association shall pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

7.2.2 Procedure for Payment

The Association shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules. The Association shall also certify to the Board the names of the non-members subject to the fair share deduction. The deduction of fair share payments shall begin with the first paycheck in October and end with the last paycheck in July, for a total of twenty (20) deductions. If an employee resigns from the employment of MVSEC prior to collection of the entire fair share fee owed for that year, MVSEC shall deduct the unpaid portion of such authorization from the employee's final paycheck. All fair share fees deducted by MVSEC shall be remitted to the Treasurer of the Association no later than three (3) work days after such deductions are made.

7.2.3 Religious Exemption

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

7.3 INDEMNIFICATION

The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and liability, damages and/or costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Article. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance or alleged non-compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives prompt and timely notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

ARTICLE 8: COMMITTEES

8.1 PROFESSIONAL DEVELOPMENT COMMITTEE

MVSEC and the Association will form an annual committee to address the professional development needs of the cooperative. The committee shall be comprised of an equal number of representatives from MVSEC and the Association. The purpose of the committee will be to review information gathered on professional development needs, create a professional development calendar and review feedback on the training for future planning. The professional development committee will strive to develop training that meets the overall needs of the cooperative as well as needs specific to the students served by each program.

8.2 OTHER COMMITTEES

MVSEC shall convene committees for various purposes that may include:

8.2.1 Curriculum

Curriculum development will include opportunities for input from staff of the particular programs. Proposals will be developed and submitted to the Executive Director or designee for consideration.

8.2.2 Discipline Advisory Committee

The Board, in cooperation with the Association, shall assemble a standing Parent-Educator Disciplinary Advisory Committee with representation from the Association to be named by the Association President and comprising one-third the membership of the committee. This committee shall meet as often as necessary. The purpose of the committee will be to review the current discipline guidelines pursuant to statutory requirements. Based upon the review of the guidelines, the committee shall propose suggestions to the Board for consideration. All recommendations to the Board for modification to the Guidelines for Disciplinary Action shall be channeled through this committee. Dissenting reports shall accompany the recommendations.

8.2.3 Facilities Planning

A committee will be appointed jointly by the Association and Administration to provide input and feedback in the facilities planning process. The committee will provide input during the programming phase. The committee will have the opportunity to provide comment during the design phase of the planning.

8.2.4 Other Committees

Other committees with membership of the Association and the Administration shall be convened as necessary to perform the functions of the cooperative.

ARTICLE 9: WORKING CONDITIONS

9.1 CLASS SIZE/CASELOAD

Classes for special educators will be in keeping with the state regulations and/or guidelines. Caseload for related service providers will be in compliance with state regulations and will not at any time exceed the state caseload recommendations. Annually, MVSEC and the Association shall form a committee to develop and/or review a workload plan regarding class size, caseload, and other factors impacting employee workload.

Although all students in special education have specialized needs, the parties recognize that students with specialized concerns may have a significant impact on teaching and learning in the classroom or within service provision. In the event a staff member believes that a child with specified individual concerns is having an adverse impact, the staff member may request a meeting with the program coordinator or designee to discuss possibilities for addressing those concerns. If the staff member's concerns have not been resolved in this manner, the staff member may bring those concerns to the Executive Director or designee for review.

9.2 SCHOOL CALENDAR/WORK YEAR

1. The school calendar will have a total of 183 work days for teaching and therapy staff. Teaching and therapy staff employees who work more than 183 days shall be paid at their per diem rate.
2. Support staff who work the school calendar shall have a minimum of 173 work days (excludes half-days). Additional days may be assigned with prior notice and paid at their hourly rate.
3. The employment year for all 12-month employees shall be from July 1 through June 30. For 12-month employees, the year shall consist of approximately two hundred sixty (247) work days, excluding 13 paid holidays.
4. The number of days for the full-time, school-term secretary will be 203 work days, excluding 7 paid holidays. If the secretary works more than 210 days, he/she will be paid at their per diem rate.
5. If a related service or itinerant staff member works in multiple districts he/she shall annually work out a calendar with the coordinator that matches his/her building assignments.
6. The administration shall designate the equivalent of one work day from the institute days prior to student attendance for staff to spend in their classrooms or assignments preparing for the school year.

9.3 PROFESSIONAL DAY

9.3.1 Length of the Work Day—All Staff

1. For all teachers and therapists, the length of the work day shall be 7.5 hours, inclusive of a 30 minute paid, duty-free lunch period.
2. For teaching assistants, the length of the work day shall be 15 minutes before school starts and 15 minutes after school ends, inclusive of an unpaid, 30 minute, duty-free lunch period. Individual work day schedules (i.e., the start and end times) may be modified as necessary with the approval of the respective coordinator.
3. Twelve-month employees shall work an 8.5 hour day, inclusive of a 30 minute unpaid, duty-free lunch period.
4. Full-time, school term secretaries shall work an 8.5 hour day, inclusive of a 30 minute unpaid, duty-free lunch period.
5. When job coaching hours do not comply with business partners' hours, specific arrangements will be made with the approval of the employee and coordinator.
6. Flexible hours to accommodate the schedules of parents, families, or business partners may be granted for certain staff members upon mutual agreement between the staff member and his/her coordinator.
7. Multiple Assignments. Related and itinerant staff shall follow the same workday as the teachers in the building to which they are assigned. If a staff member works in multiple buildings in a work week or work day, he/she shall annually work out a daily schedule with the Coordinator that matches his/her building assignments.

9.3.2 Before/After School Hours—Teaching and Therapy Staff

The Board and the Association acknowledge that education as a profession includes many teaching and non-teaching responsibilities. Teachers and therapists shall be routinely expected to be in the building at least 20 minutes before the published starting time of the assigned school and for at least 20 minutes after the published ending time of the assigned school in order to supervise students and prepare for instruction as a part of a work day. It is agreed and understood that there may be occasions when educators may need to be available more than 20 minutes before and after the published times. These before and after school times may be used for activities such as conferring with the team, parents, or other staff members.

9.3.3 Regularly Scheduled Meetings—Teachers and Therapists

There shall be no more than four (4) regularly scheduled mandatory meetings per month to meet with the team, program or department. These meetings will be scheduled at least one week in advance and shall last no more than 45 minutes, except as stated at the end of this paragraph. On the days these meetings are scheduled, the coordinator shall not schedule any other special education meetings. Notwithstanding the above, these meetings may be scheduled for longer than 45 minutes, provided that the total minutes of such mandatory meetings do not exceed 180 in a month.

9.3.4 Plan Time-Teachers and Therapists

The Board will provide an average of one hundred and eighty (180) minutes of plan time per week for all teaching and therapy staff. This plan time shall not be routinely or regularly disrupted by Administrative requests. Staff members shall use the plan time for professional activities.

9.3.5 Duty-Free Lunch—All Staff

Teaching and therapy staff whose duties require attendance at the school for a period of four (4) or more clock hours in any school day, shall be entitled to and be allowed a 30 minute duty-free, paid lunch period equal to the regular school lunch period but not less than 30 minutes in each school day. Deviations in the timing of lunch may be made subject to the mutual agreement of the employee and the coordinator.

Educational support personnel, whose duties require attendance at the school for a period of five (5) or more clock hours in any school day, shall be entitled to and be allowed a 30 minute duty-free, unpaid lunch period in each school day. Deviations in the timing of lunch may be made subject to the mutual agreement of the employee and the coordinator.

9.3.6 Break Periods Support Staff

Each support staff member is entitled to one duty-free 15 minute break for each continuous three (3) hours worked. Normally, paid breaks will occur once in the morning and once in the afternoon. Deviations in the timing of these breaks may be made subject to the mutual agreement of the employee and the coordinator.

9.3.7 Bus Duty—All Staff

All MVSEC staff may be required to assist with the arrival and dismissal of students on the busses as a part of their contractual hours and duties.

9.4 ADDITIONAL PROFESSIONAL RESPONSIBILITIES

The Board and Association agree as follows regarding additional professional responsibilities for teaching and therapy staff:

9.4.1 IEP Release Day

All teaching and therapy staff shall be granted at least one (1) work day of release time each year to prepare for annual review IEP meetings. Additional time may be granted on a case-by-case basis, subject to the availability of substitutes, as necessary. Any release time will be pro-rated for part-time licensed staff. These days shall be pre-arranged with the program coordinator. Staff members should work at their assigned work site or at MVSEC Administrative Offices, unless otherwise approved by the coordinator.

9.4.2 Certified School Nurses Extra Days

Certified school nurses shall receive up to twenty (20) hours of time as needed compensated at the hourly operational rate in order to prepare for the opening of the school year. Part-time nurses will have pro-rated hours based on FTE. The hours shall be arranged through the program coordinator responsible for the work. A time sheet describing work performed will be presented by the certified school nurses.

9.4.3 IEP Meetings After Work Day

In the event an IEP meeting or 504 meeting lasts more than one hour beyond the regularly scheduled 7.5 hour work day, the teaching or therapy staff member shall be paid at the operational rate for each one-half (1/2) hour segment. A time sheet describing work performed will be completed by school staff.

9.4.4 Additional Professional Hours

In addition to regularly scheduled meetings, teachers and therapists shall make themselves available for professional responsibilities such as student assistance, parent contact and conferences, educator-initiated team meetings, educator-initiated inclusion/collaboration meetings, meetings dealing with students, meetings with colleagues or administrators, and professional evening commitments. Aside from parent conference night and Back to School Night, teachers and therapists can be required to attend two professional evening commitments per year.

9.4.5 Parent Conferences

As part of the professional day, all educators shall have scheduled days for parent-educator conferences as well as conferences on an as needed basis. The scheduled conference days shall be reflected in the host school calendar. These conferences may include evening hours. A reasonable effort will be made to conduct parent-educator

conferences during the designated days and times. Flexibility in the scheduling of conferences is available, if agreed upon by the educator and the program coordinator. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.

Licensed related service providers shall attend parent-educator conferences, as needed. On days when parent-educator conferences are scheduled, related service personnel shall work the equivalent number of hours as program staff.

9.4.6 Communication with Parents

Recognizing that parents of students may not always be available to discuss their child's progress during the designated school day, it may be necessary for teaching or therapy staff members to conference with parents beyond that time and/or contact the parents via telephone or email. Formal conferencing should be arranged directly between the educator and parent, where possible.

Licensed staff members will be encouraged by their program coordinators to further develop lines of communication with parents by using a variety of professional contacts during the school year, including a letter or phone call to parents outlining the educator's expectations for the year or parent newsletters, for example.

9.5 EMERGENCY CLOSINGS

School-term employees are not expected to report for work on any emergency days for which students are excused in the district to which they are assigned. Employees will make up any days for which the school is closed as an emergency day and therefore, will not be expected to be present during the closing. The employee should submit their adjusted calendar to the coordinator, if necessary.

Unless excused by the Executive Director or designee, all twelve month employees are expected to report for work on any days of inclement weather for which students are excused. Any twelve month employee who has not been excused by the Executive Director/designee and who does not report for work within two hours of his/her regular start time can choose to use a sick, personal, vacation or unpaid day.

9.6 PAID HOLIDAYS

MVSEC will guarantee thirteen (13) paid holidays per school year for twelve-month Employees and seven (7) paid holidays for school-term Employees. If there is a State or Federal government change to the naming of legal holidays, the Administration will negotiate with the Association to continue to award seven (7) paid holidays to school term employees and thirteen (13) paid holidays to twelve month employees. If for any reason school was scheduled to be held on what is identified in these lists as a paid holiday, Administration would negotiate with the Association an alternative paid day.

The paid holidays are:

12-Month Employees

Day Adjacent to Independence Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day

School Term Employees

Labor Day
Columbus Day
Thanksgiving Day
Thanksgiving Friday
Martin Luther King Day
Presidents' Day
Memorial Day

9.6.1 Holiday Eligibility

In order to be eligible for holiday pay, an employee must work the full scheduled workday before and after the holiday, unless the employee's absence is excused by the Executive Director or designee. If the absence is due to illness, acceptable proof of same may be requested by MVSEC administration.

9.7 VACATION DAYS

All full-time, twelve (12) month employees shall be entitled to vacation days, with pay, as follows:

1. Employees must successfully complete their probationary period in order to be eligible to accrue vacation days. Upon successful completion of the probationary period, the employee shall accrue days retroactive to their hire date.

Vacation will accrue each month worked pursuant to the schedule in paragraph 3 below. Days will be available for use as accrued and must be used within the fiscal year following the fiscal year in which they were earned. Any accrued days not so used shall be forfeited and shall not carry over.

2. Said vacation time should be scheduled in advance with the immediate supervisor. Where more than one employee request the same vacation date(s), the employee having the greatest seniority shall be granted his/her preferred vacation days.

3. Eligible employees shall be entitled to vacation as follows:

<u>Months Employed</u>	<u>Years Employed</u>	<u>Monthly Accrual</u>	<u>Annual Total</u>	<u>Balance Limit</u>
0 – 59	0 – 4.99	0.84 days*	10.08 days	20.16
60 – 119	5.0 – 9.99	1.25 days	15.00 days	30.00
120 – 179	10.00 – 14.99	1.75 days	21.00 days	40.08
180+	15.00+	1.84 days	22.08 days	40.08

* Not eligible for use until successful completion of probationary period.

4. Upon termination of employment, an Employee shall be paid for accrued but unused and unforfeited vacation time at his or her current rate of pay.
5. In the event a full-time, school-term employee is permanently transferred to a twelve-month position, his/her placement on the vacation schedule pursuant to this section, shall be determined by the original hire date.
6. Vacation days shall not be allowed to carry over from one year to the next. Instead, up to five (5) earned but unused vacation days may be converted to sick leave days annually on June 30. All other earned days must be used within the fiscal year following the fiscal year in which they are accrued or they shall be forfeited.
7. Vacation days for all part-time, twelve month staff will be prorated.

9.8 SUMMER WORK HOURS—Twelve Month Staff

Full-time, 12-month employees will work a 36-hour workweek during the summer (without change to wages and/or compensation). Scheduling of the four hours of absence will be coordinated between each employee and his/her supervisor. The Executive Director or designee has the final decision regarding modified schedule requests based on building and department needs.

9.9 NEW STAFF ORIENTATION

Each full-time or part-time teaching or therapy staff employed for the first time in MVSEC or reemployed after a break in service of at least one year, shall participate in an MVSEC Orientation Program. The Board reserves the right to require staff to report to work up to four (4) days prior to the regular start date of the school year for purposes of orientation. Such additional days, if any, shall be compensated at the employee’s applicable hourly rate or the employee’s per diem rate for salaried employees.

MVSEC may require professional development for each new support staff member within five days of the Employee's first day working in the position to provide the Employee with knowledge of the responsibilities of the job. During the first year of employment, support staff, school-year employees may be required to attend up to five hours of orientation outside the work calendar at the employee’s daily rate. This orientation may be in conjunction with New Teacher Orientation.

9.10 PROFESSIONAL DEVELOPMENT—All Staff

The Administration and the Association recognize the importance of proper professional development for Employees. To that end, the parties agree to the following:

All employees may be scheduled to attend appropriate professional development with pay if the professional development is scheduled during times other than regular work hours. Professional development programs may be provided during the school year, within two weeks prior to the first student attendance day of the school year, or within two weeks after the last school student attendance days. Reasonable notice shall be given to employees if they are to be required to attend summer professional development. In the event that there are conflicts in the summer, exceptions may be made in collaboration with the respective coordinator. Professional development programs may occur during regular school hours, on student non-attendance days, or after school on student attendance days. Professional development will be provided at MVSEC or other appropriate sites.

9.11 PROFESSIONAL DEVELOPMENT--Support Staff

Support, school-term staff (excluding the school-term secretaries) shall be required to attend one day of professional development. The Administration will strive to provide professional development that is meaningful and relevant.

The Administration shall strive to provide appropriate time for the classroom teacher and the teachers' assistants to confer on educational issues and other issues which affect students, as an extension of the workday. If so, the support staff member will be paid at their per diem rate.

Support staff shall be paid according to the table of rates for professional development outside their regular work day. Overtime will be paid if professional development programs or other duties exceed forty (40) hours per week.

9.12 CONTINUING EDUCATION—Related Service Staff

The Employer shall continue to support the costs of Employee registration and related expenses for continuing education required by the state and national licensing boards to maintain the license to practice. The costs for half of the continuing education units required for each two-year license renewal cycle will be covered by the employer annually for each discipline. Continuing education unit (CEU) costs will be covered by the Employer for full time Employees to meet annual state requirements. CEU support for part-time Employees will be prorated for percentage of full time equivalency. All requests must be approved by their respective coordinator. Employees may request or the employer may suggest continuing education relevant to their caseloads, interests and/or deficit area(s).

9.13 VIDEO SURVEILLANCE

Physical contact and handling of students is inherent in the work of selected Association members based on their job duties. Job-related physical contact of a student by such employees,

in and of itself, should not be misconstrued as inappropriate. In the event that MVSEC staff may be located in buildings with video surveillance equipment, these procedures and assurances must be met. MVSEC classrooms shall also be included in surveillance if mutually agreed upon by the educator and administrator. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

Data from the surveillance equipment may be reviewed by MVSEC and/or host district personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving MVSEC personnel will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoenas or court orders. Such review will take place in the office of one of the parties listed above. If the review of data reveals an alleged incident by an employee, the following process will be followed:

1. The Employee and the Association will be notified if the host district or MVSEC intends to investigate the alleged incident. Such notification shall be in writing.
2. The Employee, the Association representative and/or the Employee's representative may review the data depicting the alleged incident, including the entire video clip.
3. The Employee will be advised of their right to be represented in all investigatory meetings regarding alleged incident unless the Employee declines representation.
4. Any discipline that may be imposed against the Employee as a result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All employees are informed, per this contract, of the use of the surveillance equipment. All new employees shall be notified in writing, of the use of surveillance equipment as part of the new employee orientation.

ARTICLE 10: LEAVES

10.1 DEFINITION

Definition of day of Leave of Absence: Each day of absence shall be commensurate to the Employees contracted workday.

10.2 SICK LEAVE/DAYS

Sick leave shall be granted for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption and additional days beyond bereavement leave for death of members of the immediate family or household. The immediate family, for purposes of sick leave, shall include: parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and parties of civil unions.

The contract is not intended to limit MVSEC'S responsibility to deter abuses or illegitimate absenteeism through appropriate personnel action where necessary; nor is the Agreement intended as a guarantee of employment for persons physically unable to discharge their responsibilities on a regular and efficient basis.

MVSEC may require a physician's statement as a condition for payment of sick leave for absences in excess of three (3) consecutive days for illness, or in excess of 30 days for birth, adoption or placement for adoption. Sick leave used for birth shall begin on the first work day following the birth. Exceptions may be granted for activities, such as transition planning, IEP meetings, classroom preparation, at the discretion of the employer. Sick leave may be used in full-day or half-day increments.

1. Every teacher and therapist shall receive 15 days per year for sick leave usage. After the staff member has served in a full-time position for 19 years or the equivalent of 19 years of service, the staff member shall receive 18 days of sick leave each year thereafter.
2. Sick leave for part-time staff members will be prorated.
3. Full-time twelve month support staff, shall receive 15 sick days per year.
4. Support staff_scheduled to work at least 600 hours per year, shall receive 13 sick days per year.
5. Probationary therapy and support staff shall be entitled to two (2) paid sick days during their probationary period to be used on account of illness. These two days shall be considered part of the employee's annual allotment.

6. Probationary therapy and support staff who have completed their probationary period shall be entitled to paid sick leave in the amount specified in their respective classification.
7. Unused sick leave may be accumulated from year to year without limitation.

10.3 BEREAVEMENT LEAVE/DAYS

Employees may use up to three (3) days of paid bereavement leave, per incident, for leave connected with the death of members of the immediate family. Immediate family, for the purposes of bereavement leave, shall include: parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Additional days may be taken from sick leave.

Employees may use up to three (3) days of accumulated sick leave for bereavement purposes per incident for individuals who are not indicated in the list above. MVSEC will provide additional unpaid leave, if necessary.

10.4 PERSONAL LEAVE/DAYS

Two (2) of the sick leave days, per year, may be used for personal business, providing the employee shall notify his/her supervisor at least three (3) days in advance except in cases of emergency. Final approval for personal leave day(s) is by the Executive Director or designee.

Personal leave day(s) may not be taken contiguous to a holiday or other scheduled student non-attendance day. Personal matters of extreme importance occurring during restricted times may be applied for with explanation to the Executive Director or his/her designee. Requests for personal business leave during the restricted times will be considered on an individual, non-precedent setting basis. The Executive Director or designee shall have sole discretion in determining whether to approve such requests.

Annually, up to two unused personal days will be converted to sick days, unless the employee notifies the business office to be compensated for unused personal days at the substitute rate for their classification. Notification would be due to the business office via email by June 1.

10.5 JURY SERVICE AND OTHER RELATED APPEARANCES

Any employee called for jury duty, subpoenaed in court, or before legislative bodies as a witness, shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits with the exception of extended school year. As a condition of this benefit, the employee shall turn over any fees received for such service.

10.6 PARENTAL LEAVE AND OTHER LEAVES OF ABSENCE

Requests for unpaid leaves of absences in relation to parenthood, professional improvement or other reasons shall be administered without regard to sex; actual disabilities arising out of pregnancy shall be deemed illnesses subject to the sick leave policy. It is expressly agreed that

all requests for leaves of absence shall include a positive commitment to return to employment and shall be structured so as to result in minimal disruption to the MVSEC's programs and services.

Requests for leaves of absence shall include the reason for leave along with notification of the beginning and ending dates of said leaves. Employees must inform MVSEC in writing fifteen (15) days prior to the expiration of the leave of absence their intention to return to work, but no later than February 1.

Leaves of absence without pay or benefits up to one (1) school year in duration may be granted in the employer's reasonable discretion upon written request from an employee. To apply for a leave of absence, an employee must be in good standing and been in that or other such position for at least one year.

(Repeated) Failure to give notice as specified above shall be deemed a voluntary resignation. This agreement will appear in writing on the leave of absence approval form which is signed by the employee and appropriate administrator at the time of approval of the leave.

Upon return from leave, an employee shall be restored to the longevity step on the salary guide occupied by the employee prior to commencement of such leave; provided however, that should the leave commence following the beginning of the second semester, and the employee is otherwise eligible for advancement, such employee shall be deemed to have qualified for advancement by one step on the salary guide. For leaves over 90 days, seniority will not accumulate.

An employee granted leave may make arrangements during such leave to continue hospitalization and life insurance as provided for in this Agreement at his/her own expense. All persons returning from leaves shall be returned to an equivalent position, according to seniority.

A tenured staff member seeking a professional improvement leave of absence shall file an application with MVSEC by not later than February 1 preceding the school term in which the leave is taken. The application shall include an outline of the activities for which the leave is requested together with a statement concerning the extent to which such activities will improve the staff members' professional competence. All other guidelines relating to leaves apply.

10.7 FAMILY MEDICAL LEAVE

Employees are informed of their statutory rights under the Family and Medical Leave Act (FMLA). Eligible employees are entitled to 12 work-weeks of unpaid family and medical leave during each 12-month period. The 12-month period shall be on a rolling basis, calculated from when the employee last used FMLA.

An employee may elect to substitute any of her/his accrued paid leave to all or a portion of the leave, within the eligible leave period of up to 12 work-weeks. MVSEC shall not require the employee to substitute accrued paid leave to all or any portion of the leave.

As stated in the Family and Medical Leave Act (FMLA), the employer is required to maintain health insurance coverage “on the same basis as coverage would be provided if the employee has been continuously employed during the FMLA leave period.”

10.8 RELIGIOUS HOLIDAYS

Employees are informed of their rights under the Illinois Human Rights Act.

10.9 JOB SHARE LEAVE -Tenured Staff

1. Policy. Job Sharing is defined as a voluntary employment arrangement in which two (2) tenured educators who have been employed by MVSEC for not less than five (5) years share one full-time position and have been granted a job share leave of absence.

A job sharing leave may be granted to tenured educators at the sole discretion of the Board. The goal of a job sharing arrangement is to provide benefits to all parties involved: educators, students, and parents in MVSEC.

2. Procedures. Following notification of the supervisor of the intent to apply for a job share leave, the educator(s) proposing the leave shall forward the plan to the Executive Director for consideration and potential recommendation to the Board. The Executive Director shall formulate the recommendation in consultation with the supervisor. The granting or denial of a leave does not set a precedent with respect to the granting or denial of future leaves. Refusal to grant such a leave shall not be subject to challenge through the grievance procedure. MVSEC shall notify the applicant(s) of disposition regarding requested leave by March 1. Written disposition shall be forwarded to applicant(s) on the original application proposal. Exceptions to the stated timelines may be allowed should extenuating circumstances occur.

Individuals who wish to job share shall jointly apply to the Board no later than February 1 of the year before they wish to job share. The application shall specify the proposed nature and structure of the job sharing arrangement and shall specify that both parties understand that they will only receive a pro rata share of benefits and must attend all Institute Days, Parent-Educator Days, professional development days and other required employee duties on a full-time basis without additional compensation.

The educators who are in a job sharing position must notify the Board no later than February 1 if they wish to continue in the job sharing position. The Board may require that an educator return to full time teaching by giving notice no later than March 1.

3. Salary Credit Allowable. To be eligible for a year of experience credit in relation to the salary guide an educator must have taught ninety (90) or more teaching days in a full-time capacity during that year. Participants in job sharing leave positions

shall be placed appropriately on the educator's salary schedule and salaries shall be pro-rated according to the time worked. Educators in job sharing leave positions shall receive salary step growth at the start of the school year following the accumulation of the equivalence of one (1) year of full time service (i.e., if a person works two (2) years in a 50% job share position he/she would advance only one step on the salary schedule after the second year. They would not advance a step after one (1) year of a job share position). Contributions to the Teachers' Retirement System shall be pro-rated according to the time worked.

4. Length of Leave. The length of a job sharing leave shall be for one (1) year and may be renewed by the Board if a request to renew is made by the participants prior to February 1. Participants in job sharing leave positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working.
5. Seniority. Educators participating in the job sharing leave program shall accrue seniority in proportion to the time worked (e.g., one-half year for each year of one-half time employment). The tenure of an educator on job sharing leave shall not be interrupted during the time he/she is on the leave.
6. Insurance. Educators participating in the job sharing program shall be eligible for insurance benefits. MVSEC's obligation toward the premium shall be on a pro-rata basis equal to the percentage of employment of each job sharing educator. The job sharing educator shall pay the balance of any premium via payroll deduction. Educators would be eligible for the same insurance coverage they had during their last year of full-time employment.
7. Return From Leave. Participants in a job sharing leave program shall submit written notice of their intent to return by February 1 proceeding the year they plan to return. Upon return, the educator(s) shall be returned to the first equivalent position that becomes available in accordance with existing policy and practice, or, in lieu of that, shall be continued on job sharing leave.
8. Sick Days/Personal Leave Days. Sick days and personal leave days shall be provided in proportion to the time worked.

ARTICLE 11: RETIREMENT

11.1 LOCAL RETIREMENT INCENTIVE

11.1.1 Teaching Staff:

Employees who have been employed by MVSEC for the equivalent of fifteen (15) years or more as a full-time staff member at the time of retirement, who are eligible for a TRS annuity and choose to use the local retirement incentive, shall have their compensation, which would include the total of all creditable earnings, increased by 3% + step percentage (not to exceed 6%) in each of their final years of service prior to retirement, up to a maximum of four years, provided they file an irrevocable notice of retirement with MVSEC, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section. This shall be referred to as the base year (the year prior to their initial receipt of benefits under this program).

11.1.2 Therapy Staff

An Employee is eligible for this retirement program if he/she is 55 years of age and has 15 years of service credit in MVSEC (including years of service with NIA or District 303) at the time of retirement and is retiring under the provisions of the Illinois Municipal Retirement Fund, and if the employee's participation does not cause or result in any additional or accelerated contributions, penalties or payments by MVSEC to IMRF.

Employees may choose to use the local retirement incentive and shall have their compensation, which would include the total of all creditable earnings, increased by 3% + step percentage (not to exceed 6%) in each of their final years of service prior to retirement, up to a maximum of four years, provided they file an irrevocable notice of retirement with MVSEC, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section. This shall be referred to as the base year (the year prior to their initial receipt of benefits under this program).

11.1.3 Support Staff

A support staff member is eligible for this program if he/she is 55 years of age on the date of retirement and has at least 15 years of service credit in MVSEC and/or District 303 on the date of retirement and is retiring under the provisions of the Illinois Municipal Retirement Fund. Support personnel shall have their compensation, which would include the total of all creditable earnings, increased by 6% in each of their final years of service prior to retirement, up to a maximum of two years, provided they file an irrevocable notice of retirement with MVSEC, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section.

11.1.4 Payments

This local retirement incentive amount shall be in lieu of all step and lane movement, as well as any additional payments or stipends, with the exception of those that are exempted by law. Pay for exempted activities per TRS guidelines shall not be subject to the local retirement incentive. No employee who has given notice of retirement shall receive a pay increase that will subject MVSEC to an additional contribution to the TRS or IMRF. Pay periods will be implemented so as not to induce penalties for MVSEC.

Participating staff members are obligated to continue to work any extra-duty activity worked in their base year for the duration of their time in the retirement incentive program. A staff member's annual compensation shall be adjusted down to reflect non-performance of any such extra-duty work. If the Board eliminates the extra duty, the Board will make another duty available to the staff member to earn the money lost by the staff member. If the staff member chooses not to perform the offered activity, the staff member's salary will be reduced to reflect the reduced work. If there is no other duty available, the staff member is entitled to their base salary without reduction

11.1.5 Irrevocable Notice

The irrevocable notice may be revoked subject to the following:

1. Death of spouse or child;
2. Life threatening illness of educator, spouse, or child as certified by physician; or
3. Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.

In the event the notice is revoked, the staff member shall have salary reduced by amount that was granted as part of the enhancement that is in excess of the pay increases that would have been granted without the enhancement. The amount shall be withheld from the regular pay of the staff member over 12 pay periods during the year of the revocation.

11.2 POST-RETIREMENT SEVERANCE

For teaching and therapy staff, a post-retirement severance payment shall be based on the following:

1. Staff members who have 15 years full time equivalent in MVSEC and/or District 303/NIA as a staff member at the time of retirement and who give a 4 year notice shall receive a lump sum payment paid at the rate of \$500 for each year of full time service up to a maximum of \$12,500. For example, staff member who has 15 years

of full time equivalent service will receive \$7,500, one who has 18 years of full time equivalent service shall receive \$9,000 and one who has 25 years or more of full time equivalent service shall receive \$12,500.

2. Staff members who give three years notice shall receive 75% of the amount; staff members giving two years notice shall receive 50% of the amount; staff members giving one year notice shall receive 25% of the amount; and staff members who do not give notice shall not receive any post-retirement payment.
3. Staff members may receive payment 60 days after the effective date of retirement, in the month of January following the effective date of retirement or may split the payment and receive ½ sixty days following the date of retirement and ½ in the January following the date of retirement. The educator shall make the election in writing, by May 1 prior to the effective date of retirement.
4. The staff member shall be responsible for all taxes and payments required by law that may be applicable to the post-retirement payment.

11.3 EARLY RETIREMENT OPTION--Teaching Staff

Members who are eligible for the ERO option under TRS may elect ERO with Board approval. Members who choose the ERO option under TRS will not be eligible for the local retirement incentive listed in Section 11.1.

1. The Board shall apply the ERO eligibility criteria set forth herein during the term of this Agreement, if ERO is an option during the years of the Agreement.
2. For teachers who elect and qualify for ERO pursuant to the requirements herein, the Board shall issue a certificate of eligibility indicating that the teacher satisfied the District's criteria.

11.3.1 ERO Eligibility Requirements

1. The teacher shall have at least twenty (20) years of full-time, contractual service status with the cooperative, including the final year of employment.
2. The teacher shall meet the regular age and years of service requirements for ERO as determined by TRS – currently at least age 55 with at least 20 years of service.
3. The teacher shall not have received a salary increase in any years considered by TRS for computing the teacher's retirement annuity such that the Board would owe a "penalty" payment to TRS for any salary increase in excess of any limits imposed by TRS.
4. The teacher shall not participate in or receive any of the benefits of the Board's local retirement incentive set forth Section 11.1 of the Cooperative's collective bargaining

agreement. Any teacher who has elected the Board's local retirement incentive shall not be eligible for participation in ERO.

5. The teacher shall be solely responsible for payment of the employee contribution to TRS for the ERO.

11.3.2 ERO Limitations

1. In any school year in which an eligible teacher applies for ERO as provided herein, the Board shall approve a maximum of one (1) teacher for participation in ERO in that school year.
2. In the event more than one eligible teacher applies for ERO as provided herein in the same school year, the Board shall select the teacher with the longest continued contractual service in the Cooperative.

11.3.3 Notice

1. Teachers shall apply for ERO by submitting in writing to the Executive Director a notice of intent to retire under ERO. This notice shall be submitted by no later than June 1 of the year prior to the teacher's proposed final school year of employment.
2. The Board shall notify the teacher of its decision on the application by no later than October 1 of the teacher's proposed final school year of employment.
3. Upon approval by the Board of a teacher's application, the teacher's notice of intent to retire under ERO shall be final and irrevocable unless the Board, in its sole discretion, agrees to rescind the approval.

11.4 UNUSED DAYS AT RETIREMENT--Support and Therapy Staff

11.4.1 Unused Sick Leave

1. A support staff member who retires with 15 years of service shall be paid for unused sick days at the rate of \$30.00 per day. The maximum allowable days of sick leave for this purpose shall be 18 days. Payment for unused sick days will be paid 60 days after the effective date of retirement. To be eligible for payment of the unused sick days, the written notice of intent to retire shall include the intent to receive payment for unused sick days. Any unused sick days that support staff members use in this manner will not be applied toward additional service time based on IMRF rules (#2 below).

2. Unused, unpaid sick leave may be applied toward additional service time with IMRF at the rate of 20 days per month or fraction thereof for staff members covered by IMRF. Refer to information from IMRF.
3. Portions of sick leave may be used for options #1 (unused sick days) and/or #2 (service credit) for support staff only. See above.

11.4.2 Unused Vacation--Support Staff

Upon termination of employment, a support staff employee shall be paid for accrued but unused vacation time at his or her current rate of pay. Payment for these unused vacation days will be paid 60 days after the effective date of retirement. A portion of the vacation time earned in the last fiscal year (to be taken in the current year) can be taken in the last four (4) months of employment but cannot be used to extend the retirement date.

11.5 RETIREMENT INSURANCE--All Staff

1. Retired employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986, or as allowed under the Illinois Municipal Retirement Fund.
2. Employees who are retiring and are considering this option should follow the guidelines of IMRF. If the retiree has not enrolled within 31 days after retirement, he/she will not be eligible for this coverage.
3. Dental coverage may be continued for three years only per MVSEC at 100% of the premium cost. Life insurance may not be continued but may be converted.

11.6 CHANGES TO RETIREMENT LAWS

In the event the law is changed regarding the use of retirement incentives, caps on contributions, or increased financial exposure by MVSEC, pertinent sections will be suspended and the parties will agree to come back and bargain in good faith.

ARTICLE 12: SICK LEAVE BANK

12.1 ESTABLISHMENT OF BANK

A sick leave bank shall be established and will consist of accumulated sick days contributed by Association Members. Participation in the sick leave bank shall be automatic, unless the staff member chooses to opt out. Opt out notification must be made to the Association via email by September 1 or within 30 days of hiring, whichever is later. The Association will notify the Business Office. If a member chooses not to participate, he/she will not be able to join in future years. Each new sick bank participant shall contribute one (1) sick day per year for the first two (2) years of participation. In the event the bank is depleted to less than 100 days, each participating Association Member shall contribute one (1) additional day. Unused days remaining in the sick leave bank at the end of the year will accumulate for the following year.

Definition of a Sick Day: Each sick day shall be commensurate to the employees contracted work day.

12.2 ELIGIBILITY

An employee must have one (1) year seniority with MVSEC prior to the accident or illness for which application is made to be eligible. Staff members who have been injured on the job and are eligible for duty-related disability payments may access the sick bank without the seniority requirement.

12.3 PROCEDURE FOR USE OF SICK BANK

Any Association Member currently employed in MVSEC shall be entitled to draw from the bank provided the following conditions are met:

1. The employee has used all his/her personal accumulated sick days and personal days. Utilization of the bank shall also be contingent upon the expiration of thirty (30) working days from the onset of the illness or disability (or if the illness or disability is a recurrent one, the absence from employment because of such illness or disability for at least twenty-five (25) days). Such days may be concurrent with the utilization of sick leave.
2. Staff members who access the sick bank due to a duty-related accident or injury may access the sick bank prior to using their own personal accumulated sick days. All other pertinent requirements of this section must also be met.
3. Only serious illness or accidents are applicable.
4. The employee shall produce a doctor's certificate as proof of need.
5. The use of the sick leave bank may be used for the employee only.

6. Sick leave days that have been unused by members may not be donated at the termination of employment for retirement or any other reason.
7. The committee shall request the employee's attendance record and utilize the data in the evaluation of the employee's request.
8. The committee shall also take into consideration the employee's eligibility for disability benefits from any source whatsoever before ruling on the employee's application.
9. The maximum days awarded on an illness or injury shall be 30 days. Additional days will require re-applying for approval.

12.4 GOVERNING COMMITTEE

The bank shall be administered by a committee of staff members appointed by the Association President. This committee shall decide on individual applications for withdrawal of days from the bank according to the guidelines developed and implemented by the Association.

12.5 RECORD-KEEPING/REPORTING

The Association shall provide to the Human Resources Office a roster of sick leave bank membership and shall notify the Human Resources Office of its decisions regarding the granting of days from the sick leave bank. The Administration shall cooperate with the Association in keeping track of the total number of sick leave days in the sick leave bank. The Administration shall notify the Association President of the total number of sick leave days in the sick leave bank semi-annually by October 30 and June 1.

The Association President shall receive the applications to use the sick leave bank and forward them to the chair of the sick leave bank committee. It shall be the responsibility of the Association to determine if the application is complete.

12.6 INDEMNIFICATION

The Association shall defend and indemnify the Board in any action or complaint arising from the establishment and use of the sick leave bank.

ARTICLE 13: EMPLOYEE EVALUATION AND PERSONNEL FILE

13.1 PURPOSE OF EVALUATION

The purpose of evaluation is:

1. the improvement of employee skills and performance,
2. to identify employee strengths and weaknesses,
3. to determine whether the staff member meets MVSEC's standards for competence in his/her practice, and
4. to determine employment status.

Nothing contained in this article shall be construed as a derogation of the MVSEC's right to terminate the employment of staff members for cause unrelated to professional competence and/or the termination of staff members for cause.

13.2 NOTICE OF EVALUATION PROCEDURES

The evaluation plans and procedures will be made available on the MVSEC website. By September 30 of each school year, each employee will be notified of who their evaluator will be. If a change in evaluator is necessary during the course of the evaluation year, the employee will be notified of such a change in a timely manner.

13.3 EVALUATOR RESPONSIBILITIES

During the evaluation process, the evaluator, may seek input from other educators who have specialized knowledge or skills. The administrator or direct supervisor preparing the summative evaluation must have personal knowledge of the performance of the staff member that s/he gathered during personal observation(s).

13.4 OBSERVATIONS

Employees will be evaluated according to the staff evaluation plans. An employee shall be given an additional observation, if requested by the employee. Nothing in the Agreement shall be construed to limit the number of formal or informal observations of employee performance deemed necessary by the Administration.

13.5 ADVERSE CRITICISM/OPPORTUNITY TO REPLY

No criticism of the employee in his or her professional capacity shall be considered or made part of the employee's personnel file unless the employee is made aware of the criticism. The employee will be afforded the opportunity to rebut such criticism and to attach the rebuttal to the evaluation which shall be included in the employee's personnel file.

13.6 EVALUATION FOR PROBATIONARY TEACHING STAFF MEMBERS

The probationary evaluation program is designed to determine future employment status, to assist in the development of professional potential, and to determine whether he/she has the potential to become an excellent educator by MVSEC standards,

Each MVSEC principal or coordinator shall, not later than 45 days prior to the end of the school term, notify the probationary licensed staff member under his supervision whether, the contract of such staff member will be recommended for renewal or will not be recommended for renewal, based upon the staff members' performance up to the time of the notification. A written report of such notification shall be made to the Executive Director with a copy to the staff member.

13.7 NOTIFICATION OF ADVERSE EVALUATION—Tenure Licensed Staff

Notification of adverse evaluation for tenured, licensed staff members shall be done in accordance with the teaching staff evaluation plan.

13.8 EVALUATION OF PART-TIME TEACHING STAFF MEMBERS

Part-time teaching staff members will be evaluated using the format delineated for non-tenured staff members.

13.9 PROBATIONARY EMPLOYEES—SUPPORT AND THERAPY STAFF

Prior to completion of the 60 work day probationary period, one (1) observation will be conducted. The evaluator shall complete a New Employee Probation Summary Form which denotes (a) continued employment, (b) extended probationary period, or (c) termination. In the event that the probationary period is extended as set forth above, any documented areas of concern will be addressed at a meeting with the employee. A copy of the completed form will be provided to the employee, the Association and placed in the employee's personnel file.

13.10 CONTINUING EMPLOYMENT—SUPPORT STAFF

After the probationary period, support staff employees shall be evaluated at least yearly for the first three (3) years of employment. Thereafter, evaluations will be conducted as needed, at least once every three (3) years. Evaluations shall be conducted by supervisory personnel which will include at least one (1) personal observation and evaluation by their Program Coordinator, no later than May 15 for school term Employees and June 15 for twelve month Employees.

13.11 ADVERSE EVALUATION OF THERAPY STAFF

No therapist shall be subject to an evaluation rating of unsatisfactory of their clinical/technical skills without first having been observed and evaluated by a licensed therapist from the same discipline.

13.12 REVIEW/INSPECTION/COPYING OF PERSONNEL FILE

There shall be one official personnel file maintained at the MVSEC office for each employee. Every employee shall have the right, upon request, to review, inspect and obtain copies of the records maintained in his/her personnel file in accordance with or without the provisions of the Illinois Personnel Record Review Act. Records not in the personnel file but which should have been included as required under said Act may not be used by the Board in any judicial or quasi-judicial proceeding unless the records were not intentionally excluded and 1) the employee agrees to their use, or 2) the employee has been given a reasonable time to review the records. MVSEC will provide one copy per year of personnel records at no charge to the employee.

13.13 COPIES

Employees shall be given copies of all written evaluations. Within ten (10) school days of receipt of a written evaluation, an employee may respond to or comment on such evaluation in writing. Copies of evaluations and of all employee responses thereto shall be kept in the employee's personnel file.

13.14 EVALUATION COMMITTEE

There shall be Evaluation Committees (convened either by MVSEA or MVSEC) for both teaching, therapy and support staff members consisting of equal representation of Association members appointed by the Association President (or designee) and members from the Administration appointed by the Executive Director (or designee). The committee will determine a process and forms to be used.

Changes in the evaluation instruments shall be made by the committee and forwarded to the Association President and Executive Director. If the Association President and the Executive Director deem such changes to be significant, then the evaluation instrument (complete with effective dates) may be approved by the Board following good faith cooperation with the Association. The evaluation plans will be available for download on the MVSEC website. The teaching evaluation plan will follow the requirements of the Illinois School Code.

ARTICLE 14: EMPLOYEE PROTECTION

14.1 ASSAULT ON EMPLOYEES

When a physical assault occurs, the employee has the right to defend himself/herself and/or obtain assistance. The principal or designee should be immediately notified of the incident and take appropriate action which may include calling the police, parent(s), and/or the Executive Director/Designee. If the principal/coordinator is not available, the employee may call any administrative designee.

The Board shall defend and indemnify the employee to the extent required by law. In all cases, the Executive Director's office shall immediately notify the employee of any legal aid from MVSEC that may be necessary.

14.2 SUBPOENA, SUMMONS OR LEGAL COMPLAINT

Any employee who is served with a subpoena, summons or legal complaint on a matter relating to her or his employment in MVSEC shall notify human resources as soon as possible, but no later than three (3) days after the service. The employee shall receive appropriate consultation regarding the matter at no cost to the employee. The employee will be compensated at her/his normal rate for time beyond the normal workday for the time required by the employer or the court spent on such a matter.

Should an employee be arrested or formally charged by legal authorities of any felony or misdemeanor that is directly or indirectly related to job duties, except for minor traffic violations, it is that Association Member's obligation to notify the Human Resources Department as soon as possible but no later than two (2) days after the arrest or charge. The Board will not initiate employment actions solely on the basis of such a report.

14.3 STUDENT DISCIPLINE

Staff members shall enforce classroom discipline and MVSEC shall support staff members to the extent that such enforcement is consistent with the School Code. In the event that a staff member is unable, through reasonable disciplinary measure, to control disruptive student behavior, the staff member may send the student to or call for assistance from a principal or other member of the administration. The employee may request that a conference be held between the staff member, administrator, and the student and/or the student's parents, if the student behavior in question is a serious disruption to the educational environment.

14.4 UNSAFE OR HAZARDOUS WORKING CONDITIONS

MVSEC shall make good faith, reasonable efforts to insure that staff members are not required to work under unsafe, hazardous or unhealthy conditions or to perform tasks that endanger health, safety, or well-being. All questions arising under this section shall be resolved exclusively

through the grievance procedure, except in cases where a condition presents an eminent danger of immediate physical harm.

1. Whenever practical, no Association Member shall be required to enter a building alone or to be left alone in a building.
2. Every effort will be made to protect employees in potentially volatile situations. MVSEC will not knowingly place staff in hazardous working conditions.
3. Policies and procedures will be in place to protect the safety and well-being of staff members.
4. Training in crisis prevention and physical management will be provided as needed to staff working in programs where students may require physical management or restraint.

14.5 MEDICAL PROCEDURES

If employees are not willing, employees shall not be required to dispense medication to pupils, except in emergency circumstances in the absence of an administrator or nurse. Employees shall not be required to perform any invasive medical procedures and/or any procedure requiring a medical degree or medical training.

14.6 BLOODBORNE PATHOGENS PROCEDURE

MVSEC has a blood-borne pathogens exposure control plan which identifies certain employees who are categorized as individuals who are eligible to be vaccinated against the Hepatitis B virus. Any employee who does not fall into one of the job categories permitting this precautionary vaccination may be placed on the list to be vaccinated by submitting a request in writing to the Director of Business and Human Resources.

Any employee who is not vaccinated (by choice) but is involved in an incident is immediately eligible for post exposure treatment. The cost of the treatment will be paid by MVSEC. Any further involvement relative to an incident requiring further medical attention will be addressed through regular workman's compensation procedures.

14.7 DRUG AND ALCOHOL FREE WORKPLACE

It is the policy of the Board that the programs and services of MVSEC be drug and alcohol free workplaces so that all employees and the Board can perform their duties without endangering themselves, students, fellow employees or public, and advance the goal of a drug and alcohol free environment for students.

ARTICLE 15: STAFF DISCIPLINE

15.1 DISCIPLINE

Written reprimands, suspension without pay and dismissal from employment shall be for just cause for all staff. Prior to imposing disciplinary action, MVSEC will meet with the employee, notify the employee of the conduct at issue, and allow the employee an opportunity to respond after consultation with an MVSEA representative or IEA. Such consultation shall not unreasonably delay the imposition of discipline. This provision shall not apply to dismissal or change in employment status, which occurs for non-disciplinary reasons, such as a reduction in the workforce, nor shall the provision apply to probationary employees. Verbal warnings shall be for cause. Employee discipline shall, in the usual case, follow progressive discipline concepts, with the disciplinary steps being:

1. Verbal Warning
2. Written Reprimand
3. Suspension Without Pay
4. Discharge

Where, in management's judgment, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the appropriate disciplinary step to be used will be determined by management. Suspension without pay and discharge are subject to the grievance procedure, except that the first step in such procedures shall be the Executive Director's step, where management and the Association so agree. Verbal warning and written reprimand are not subject to the grievance process.

A copy of any record of disciplinary action against an employee shall be placed in the employee's official personnel file and the employee will be given a copy. An employee will have the opportunity to reply in writing to all disciplinary notices within 10 days after receipt thereof, and all such written replies will be placed in the employee's personnel file. No discipline materials shall be made public except as required by law.

15.2 ADMINISTRATIVE ABSENCE WITH PAY

An employee may be placed on an administrative absence, at the Board's sole discretion, with pay, pending an investigation or determination concerning disciplinary action. Prior to being placed on such leave, MVSEC will inform the employee of the nature of the allegations made against him/her. Such investigation or determination shall be completed by MVSEC within five (5) school days of the administrative absence with pay, if practicable. If MVSEC's investigation discloses that no disciplinary action should be taken against the suspended employee, such employee shall be allowed to return to work.

15.3 EMPLOYER HEARINGS/EMPLOYEE RIGHTS

Any employee who is required to attend a meeting or conference with administration in which discipline is to be imposed or discussed may request that an Association representative be present. If such request is made either before or during the meeting, said meeting will be scheduled or adjourned when the Association representative is available. However, the meeting shall not be unreasonably delayed by their request.

15.4 DISCIPLINE/DISMISSAL--Tenured Employees

Discharge, demotion, or other involuntary change in the employment status of a tenured educator shall be for just cause or for reasons as stated in the School Code. The Board reserves the right to issue notices to remedy, dismiss, and/or non-renew tenured employees in accordance with the Illinois School Code. Nothing in this agreement is intended, nor should it be interpreted, as modifying or creating rights and/or remedies for tenured employees subjected to notices to remedy, dismissals and/or non-renewals beyond those rights and/or remedies existing under the School Code, including the non-delegable right of the Board to determine whether cause exists for the discharge of tenured employees.

ARTICLE 16: SENIORITY/CONTINUING SERVICE

16.1 DEFINITION OF SENIORITY/CONTINUING SERVICE

Seniority shall be defined as the length of continuing service at MVSEC and shall include, for those employees transferred from District 303 in the 2011-12 school year, all seniority credit earned while at District 303.

Accumulation of seniority/continuing service shall begin from the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one employee has the same starting date of work, position on the seniority/continuing service list shall be determined by the drawing of lots.

Staff members taking an unpaid leave greater than 12 weeks (or 90 days) shall not accrue seniority during such unpaid leave.

16.1.1 Part-Time Teaching and Therapy Staff

The seniority of an employee who works in a part-time position shall be affected in direct proportion to the time worked. For example, employees working 0.5 FTE shall accrue one-half of the seniority as a staff member working full-time for the year in question. Overall seniority shall be based on years of FTE service.

16.1.2 Support Staff

Anyone eligible for health insurance (those regularly working 30 or more hours per week) would be considered "full-time" for purposes of seniority and earn year-for-year credit. Those who do not qualify (those working less than 30 hours per week) would be considered part-time and earn ½ year credit for each year of service.

16.1.3 Probationary Support and Therapy Staff

Probationary employees shall not accrue seniority until the completion of their probationary period at which time their seniority shall revert to and be calculated from their first day of work.

16.1.4 Tenured Teaching Staff

Continuing service for purpose of tenure accrual is not broken as a result of Board approved leaves of absence; though the employee must work the minimum number of days required by the School Code in order for a year to count toward tenure accrual.

16.2 MAINTAINING AND POSTING OF SENIORITY LISTS

MVSEC shall post a seniority lists pursuant to the requirements herein, for therapy and support staff.

The initial seniority list shall be prepared, emailed to all staff and posted at the MVSEC Administration Office on or before February 1 of each year. It is the employee's responsibility to review the report and report any errors to the Human Resources Department on or before March 1st. If there are revisions, they will be prepared, emailed to all staff and posted at the MVSEC Administration Office as soon as practicable.

For teaching staff, the cooperative, in consultation with the Association, will establish on an annual basis, a seniority list, and a Sequence of Honorable Dismissal List, categorized by positions and groups which will be distributed to the Association leadership at least 75 calendar days before the end of the school year.

16.3 LOSS OF SENIORITY/CONTINUING SERVICE

Loss of seniority/continuing service may occur for one or more of the following reasons:

1. Resignation
2. Dismissal for Cause
3. Retirement
4. Being on layoff for a period of time equal to seniority at the time of layoff or for one (1) year, whichever is greater.
5. Employment in a position excluded from the Association for a period greater than six months, unless such period is extended by mutual agreement of the parties.

ARTICLE 17: VACANCIES/TRANSFERS

17.1 VACANCIES

For purposes of this Article, a vacancy is defined as any position which has been newly created or which becomes available because the employee holding that position has left the employment of MVSEC or has left the bargaining unit. The Board reserves its right to determine whether a vacancy exists that requires filling. MVSEC's decision to select a particular candidate to fill a new or vacant position is not subject to the grievance procedure provided that, in making such decision, MVSEC adhered to the procedural requirements set forth in this Article 17.

The selection of an individual for a new or vacant teaching position must be based on consideration of certain factors, including but not limited to, licensure, qualifications, merit and ability (including performance evaluations if available), and relevant experience. Length of continuing service with the district must not be considered unless all other factors are determined by the district to be equal (105 ILCS 5/24-1.5).

17.2 NOTIFICATION OF VACANCIES

In the event a vacancy should arise, MVSEC shall post a notice on the MVSEC website and inform staff through electronic communication. The notice shall include the job title, whether ten (10) or twelve (12) months, the number of hours to be worked, date of posting, and term of the position and the location, if known.

A vacancy resulting from selection of a staff member to fill a posted vacancy will be subject to this section unless fewer than ten (10) school days remain between the date of such selection and the end of the school term. A vacancy resulting from the selection of a staff member to fill a posted vacancy will only be posted one more time.

Mid-Valley will post a contracted position as soon as the position becomes available should that position be necessary.

17.3 REQUESTS FOR TRANSFER

17.3.1 During the School Year

Current, qualified employees shall submit to the Director of Business and Human Resources or his/her designee their desire to apply for any vacancy within five (5) working days of said notice being posted via written or email communication. MVSEA staff members will be given consideration prior to individuals from outside the cooperative. Length of continuing service with MVSEC shall not be considered as a factor with administration's decision unless all other factors are determined by MVSEC to be equal. Where all other factors are determined by MVSEC to be equal, the employee with the longest continuing service shall be considered for the position.

A staff member who requests transfer to a particular position must accept the position, if it is offered. Notice of final action will be given to all applicants for the position.

17.3.2 Fall Assignments

By March 1, any employee who is interested in a different position for the upcoming school year should notify the MVSEC Human Resources Department of their intent via email or in writing. If awarded, such assignments will be made effective at the start of the next school year (following the process above).

17.4 POSITION CHANGE--Support Staff

Support staff members of the Association who apply for and are awarded a different position, will be subject to a 60-day trial period. During this trial period, the member will continue to receive all benefits to which they are entitled. If it becomes evident during the 60-day trial period that a member is unsuccessful in the new position and has been offered documented remediation by the supervisor and no other appropriate position is available for the member to move to, separation from MVSEC may occur without access to the grievance procedure.

17.5 INVOLUNTARY TRANSFER--Teaching Staff (During the School Year)

The Board acknowledges that it is most desirable to have staff members in positions for which they are legally qualified and in programs and/or locations at which they choose to work. The Association acknowledges that it is not always possible to accommodate the desires of all teaching staff regarding professional assignments, for a variety of reasons.

Except in cases where an unexpected vacancy occurs during a school year, a staffing contingency arises due to enrollment changes, or there are rare and extenuating circumstances, teaching staff shall be given no less than thirty (30) days' notice of any involuntary transfer. Involuntary transfers shall not be made arbitrarily or capriciously.

17.6 OTHER INVOLUNTARY TRANSFER GUIDELINES--Teaching Staff

1. An attempt will be made not to involuntarily transfer teaching staff member when another staff members has a valid request on file to make a voluntary transfer to that position.
2. When the administration notifies a staff member of any involuntary transfer, the staff member shall be released immediately from his/her contract if he/she so requests in writing.
3. For the next full academic year, any teaching staff member who has been involuntarily transferred and who applies for a vacancy shall be given priority consideration for a voluntary transfer, if MVSEC deems all other factors to be equal. The final decision shall remain with the administration.

17.7 INVOLUNTARY TRANSFER--Support and Therapy Staff

If a change in an employee's assignment is necessary after the start of the school year, for the next full academic year, any staff member who has been involuntarily transferred and who applies for a vacancy shall be given priority consideration for a voluntary transfer, if MVSEC deems all other factors to be equal. The final decision shall remain with the administration.

The employee will be offered the opportunity of a conference to discuss this change. No change in employee assignments will be made arbitrarily.

No employee shall experience a loss in work hours, pay or benefits as a result of an involuntary reassignment for the remainder of the school term in which the reassignment occurred. If the employee is offered a position in the same classification that restores her/his original hours but he/she does not accept it, the employee's work hours, pay and benefits will be adjusted accordingly.

17.8 EXTENDED SCHOOL YEAR AND EVENING SCHOOL NOTIFICATION

MVSEC Administration shall post on the MVSEC website a listing of available extended school year and/or evening school positions. Such posting shall be made prior to the appointment of an individual to the position in relation to which the positing is made.

17.9 NEW PROGRAM STAFFING

In the event of initial staffing of a new program, the administration shall have the sole discretion to staff it with a combination of voluntary transfers, involuntary transfers and/or new hires.

17.10 CHANGES IN JOB DESCRIPTIONS

A written job description for a newly created or modified position will be given to the Association President as soon as is practicable after the position is changed or known, but no later than 30 days after such a position is filled or changed.

ARTICLE 18: REDUCTION

18.1 DEFINITION

Staff reduction is the removal or dismissal resulting from a decision of the Board to decrease the number of staff members employed by the Board or discontinuance of some particular type of education service or changes in enrollment. Such removals or dismissals are honorable, not due to discipline or performance, and will be accomplished in accordance with Section 24-12 or 10-23.5, as applicable, and including other applicable provisions of the Illinois School Code.

18.2 PROCEDURE

1. In the event that staff may be dismissed or reduced in employment, due to the above, representatives of the Association shall be invited to meet with representatives of the Administration and/or the Board to discuss any alternatives which the Association may propose prior to final Board action.
2. Before a reduction is affected, all contracted staff members will be discontinued.
3. Reductions shall be applied in inverse order of seniority within the affected classification(s) (support staff and therapists).
4. In the event a position becomes vacant within the time set forth in the Illinois School Code for recall of an honorably dismissed staff member, the recall will be conducted according to the requirements of the Illinois School Code.
5. Each staff member who is reduced in force shall maintain a current address on file with the Administration. If such a staff member is recalled for work, a registered or certified letter (return receipt requested) will be sent to the current address on file. Notices of recall shall be made via phone or email for up to three consecutive days and shall state the time, date, and place to which the Employee is to report back to work. A staff member's failure, for any reason, to give notice to the Administration of acceptance of recall within five (5) days of the receipt of the recall notice, or within ten (10) days of the date of mailing, the recall notice (if the notice is not receipted after delivery is attempted by the United States Postal Service) shall constitute a resignation by the staff member and a waiver of all recall rights.

18.3 INSURANCE

Employees who have been reduced and who had been eligible for insurance while employed may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1996.

ARTICLE 19: BENEFITS AND RELATED PROVISIONS

19.1 ELIGIBILITY GUIDELINES

The following fringe benefits shall be available to Association Members meeting the eligibility guidelines. To be eligible for insurance benefits, teaching and therapy staff must be at least .75 FTE and support staff must work at least 30 hours per week.

19.2 LIFE INSURANCE

A \$25,000 term life insurance policy shall be provided for all Association Members meeting the eligibility guidelines as defined by the insurance policy in effect within MVSEC. Beyond age 65, the policy amendments as approved shall determine the benefit limitation. Initial eligibility date of new employees is the first day of the month following the completion of one (1) month of continuous active service.

19.3 MEDICAL INSURANCE

The Board shall contribute approximately 90% of the cost of Employee coverage and approximately 80% of the cost of the dependent coverage (effectively, approximately 85% of the total cost) of the hospitalization and major medical group insurance in effect within MVSEC for all Association Members meeting the eligibility guidelines of said insurance policy. Initial eligibility date of new employees is the first day of the month following the completion of one (1) month of continuous active service. The insurance coverage shall include benefits for vision.

Eligible 10-month employees have insurance coverage until August 31. Coverage for any eligible participant who is hired on a ten (10) month work year basis who terminates employment at the end of the ten (10) month term will remain eligible to continue coverage through the months of July and August, subject to the provisions of the plan. Premiums are automatically taken out of the June payroll check for the extended time unless the payroll office is otherwise notified.

Monthly insurance premiums are deducted in advance and paid in advance. Coverage extends through the last day of the month in which the employee resigns.

For spouses both employed by MVSEC, both desiring full medical and dental coverage, one spouse shall be considered taking the full family coverage, receiving approximately the 80% Board contribution toward the premium for family coverage. The other spouse will be considered taking the full single coverage, receiving approximately the 90% Board contribution toward the premium for single coverage.

19.4 DENTAL INSURANCE

The Board shall contribute \$6.00 per month toward the individual coverage for each employee meeting eligibility guidelines under a dental program; any premium for individual coverage above this amount and all dependent coverage cost will be borne by the Association Member. Initial eligibility date of new employees is the first day of the month following the completion of one (1) month of continuous active service.

19.5 FLEXIBLE SPENDING

MVSEC offers a Section 125 insurance contribution sheltering plan. Any employee desiring to participate in such a plan must sign-up during the open enrollment period of the year prior to participation. Such election shall continue until revoked by the employee.

MVSEC shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Service Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment. To participate, employees must make an annual election and designation in writing, pursuant to the terms and conditions of the plan. The plan document is available on the Mid-Valley website.

19.6 INSURANCE COMMITTEE

An insurance committee composed of the MVSEA, SCEA, SCESP, SCTM, and Administration shall monitor the insurance program to provide the best possible health benefits at a reasonable cost. Recommendations shall be made as necessary to the Superintendent of Schools and the Executive Director.

19.7 INDIVIDUAL ANNUITY ACCOUNT--Tenured Staff

MVSEC shall establish an individual annuity account for each qualified tenured staff member of the bargaining unit. To qualify to participate in this account, the staff member must:

1. have been employed in a full-time position by MVSEC/District 303 for at least 15 years, and
2. have been at the top step of the BA + 24, MA + 45, MA + 60 or PhD/EDD in the salary schedule for more than one year.

Once a tenured staff member has qualified for this account, the staff member must give written notice to the Director of Business and Human Resources between June 1 and August 1 of the school year that he/she wishes to establish an account. The staff member must contribute one percent (1%) of annual salary towards this account during the school year. MVSEC shall match the staff member's contribution with an amount equal to the staff member's contribution. The funds in the account will not be added to the salary schedule. Upon retirement, the individual may withdraw the funds in the account.

Notification should include the specific annuity account. After the initial notification, the annuity deduction will automatically continue on an annual basis. In order to discontinue the annuity deduction, the staff member must notify the Business Office between June 1 and August 1. For payroll purposes, the deduction will be divided equally over the 24 pay periods.

19.8 POST-EMPLOYMENT INSURANCE

Employees who leave employment and had been eligible for insurance while employed may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986.

19.9 DUTY-CONNECTED DISABILITY--All Staff

1. Each staff member is covered by the Illinois Workers' Compensation Act and the Cooperative is subject to provisions thereof;
2. Any staff member who suffers an occupational injury in the course of employment by MVSEC, is adjudged to have incurred a temporary total disability as defined in the Act, is precluded from employment thereby, and qualifies for weekly indemnity benefits, will be eligible to receive a supplement from MVSEC as follows:
 - a. If an employee has available sick leave days and is otherwise on an approved leave of absence (e.g., FMLA), Workers' Compensation benefits received by the staff member will be supplemented so that the Workers' Compensation benefit and the supplement equal 100% of regular salary;
 - b. The employee's sick leave days will be deducted by 1/3 of a day for each day a supplement is paid. These sick days may be deducted from the sick bank (Article 12).

Any Employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may be employed at other available work that he/she can do, if possible.

ARTICLE 20: COMPENSATION

20.1 SALARIES/COMPENSATION

20.1.1 Teaching Staff

1. The 2016-19 salary schedules are shown in Appendix A.
2. Longevity. In 2016-19, teaching staff members who were at Step 20 the previous school year will receive 1.50 percent increase on the base salary from their previous year's salary. The previous salary is defined as the salary from the salary schedule, plus any longevity stipend paid.
3. Additional Days. Teaching staff assignments outside of the regular school term of one hundred ninety (190) days but related to the regular term (excluding summer school and special projects which are separately budgeted) will be compensated on a per diem basis at the rate of 1/190 the educator's contractual salary, based upon an eight (8) hour work day.
4. Salary Schedule Advancement. To be eligible for a year of experience credit in relation to the salary guide teaching staff member must have worked a minimum of ninety (90) or more work days during that year. Staff members working 0.5 FTE or less per year will be moved one step on the salary schedule after two (2) years of part-time employment. Those staff members working less than 0.5 FTE in their first year shall not advance on the salary schedule the following year.

20.1.2 Therapy Staff

1. The salary schedule for therapists hired before July 1 of 2016 is in Appendix B. Therapists hired after July 1, 2016, will be placed on the MVSEA teacher salary schedule (Appendix A).
2. Longevity: Employees at Step 20 or beyond of the salary schedule and not receiving a step increase will be paid 1.50 percent increase on the base salary from their previous year's salary.
3. Salary Schedule Advancement. Employees shall receive credit for salary advancement purposes based on their FTE.
4. Part-time. Part-time employees will be moved one step on the salary schedule in the year following the year in which the employee's cumulative FTE service equates to one (1) year. Any additional FTE service will carry over to the following year. For example, a 0.6 FTE earns 0.6 FTE after one year and 1.2 FTE after two years. Such employee would advance on the salary schedule at the beginning of his/her third year

and the additional 0.2 FTE would carry into the fourth year. Mid-year step advancement will not occur.

20.1.3 Support Staff

1. Salary placement guide for 2016-19 are in Appendix C.
2. Longevity Employees must be hired prior to November 1 to receive credit for longevity for that fiscal year.

(Starting) 4th year through 5th year	\$.20
(Starting) 6th year through 9 years	\$.25
(Starting) 10th year through 13 years	\$.35
(Starting) 14th year through 19 years	\$.40
(Starting) 20 + years	\$.50

3. Advancement

A full-time support staff member is anyone eligible for health insurance (those regularly working 30 or more hours per week) and would earn one year advancement on the salary table. Those who do not qualify for insurance (those working less than 30 hours per week) would be considered part-time and earn ½ year advancement on the salary table.

In order to achieve an increase on the salary schedule a support staff member must be employed prior to January 1 preceding the July 1 effective date.

20.2 SALARY PLACEMENT

20.2.1 Teachers and Therapists

At the discretion of MVSEC, new teachers and therapists may receive credit for each year of comparable work experienced outside MVSEC to a maximum of seven (7) with placement on Step 8 of the salary schedule. Exceptions may be granted for step and lane placement (and higher beginning salaries set) with Association agreement.

20.2.2 Support Staff

At the discretion of MVSEC, new employees may receive credit for each year of comparable work experienced outside MVSEC to a maximum of three (3) with placement on Step 4 of the salary placement guide. Exceptions may be granted (and higher beginning salaries set) with Association agreement.

20.3 SALARIES IN EXCESS OF THE GUIDE--Teaching Staff

The salaries set forth in the salary guide are minimum salaries. The guide does not imply a limitation on the right of MVSEC to pay salaries in excess of the amount stated thereon in recognition of:

1. Exceptional professional effort in aid of MVSEC's program of education;
2. Critical or unique skills required by MVSEC; or
3. Exceptional contributions to the field of education generally (e.g., research and publication), authorized in advance by MVSEC, which enhance MVSEC's reputation as an educational enterprise.

Consideration for special salary recognition as contemplated by this section may be given at the inception of the staff member, the building principal, or the administration. Ultimate authority to approve or reject requests for special salary consideration shall rest with the Executive Director and the Board, and such action shall be final.

Formal notification of approvals for special salary consideration, including the name of the recipient, the amount of the salary, and the reasons therefore, shall be given to the Association President, so that appropriate recognition may be given.

20.4 WITHHOLDING OF SALARY INCREMENTS--Teaching Staff

An increase may be withheld when the professional contribution of a staff member is unsatisfactory. To withhold an increase shall be interpreted as freezing the educator at his/her previous year's salary. To withhold an increase, however, the staff member in question must have been given notice in writing prior to January 15 that a salary freeze for said staff member is a possibility. A final notice of the freeze shall be given by May 1 of the school year preceding the freeze. The reasons for such action should be written after consultation with the staff member involved. Staff members frozen on the salary schedule for reasons of unsatisfactory performance shall be advanced only one step in the salary schedule upon showing evidence of satisfactory performance. At the discretion of the Executive Director, the staff member who has been "frozen" and then demonstrates exemplary performance may be advanced two years on the salary schedule.

20.5 DIFFERENTIALS, STIPENDS AND EXTRA PAY

The schedule of differentials, stipends and extra-duty pay are shown in Appendix D.

20.5.1 Internal Substitutes/Plan-Time--Teaching Staff

Any teaching staff member who is directed by his/her immediate supervisor to use his/her plan time for substituting or additional duties, will be paid hourly per diem upon submission of timesheet approved by their supervisor.

20.5.2 Substitutes and Compensation--Support Staff

1. MVSEC may use at its discretion substitutes for an absence of a regular Association Member.
2. Should a teaching assistant (with a teaching/substitute license) be asked to fulfill the position of a licensed teacher, the teaching assistant shall be compensated at their regular pay plus \$15.00 per hour.

20.5.3 Mentor Program--Teaching and Therapy Staff

Newly hired teaching and therapy staff members shall participate in the MVSEC Mentor Program. Compensation shall be paid to participants at the rate agreed to between the Association and the Board. (Appendix D)

20.5.4 Additional Hours--Support Staff

If a support staff member works additional hours as an extension of their work day (excluding professional development), extra duty compensation will be paid at the regular hourly rate up to 40 hours. Any hours over 40 is overtime and will be paid at the overtime rate of 1-1/2 times the hourly rate.

20.5.5 Summer IEP/Intake/IFSP Meetings—Teachers and Therapists

If the Executive Director or an administrator requests that a teacher or therapist attend an IEP/Intake/IFSP meeting scheduled outside of the regular work year, the staff member will be paid according to the rates in Appendix D.

20.5.6 Supervising a Therapy Assistant

The supervision of assistants is provided by a registered Occupational Therapist/Physical Therapist as outlined in regulations put forth by the Illinois Department of Professional Regulation. Therapists serving as supervisors for assistants shall be eligible for compensation according to the table of rates (Appendix D). Assistants will be supervised only by therapists with 2 or more years of experience with MVSEC, and shall not be supervised by a contract therapist.

20.5.7 Extended School Year—All Staff

Staff members who accept an Extended School Year assignment shall be paid the rate reflected in Appendix D.

20.5.8 Mileage Reimbursement—All Staff

Miles driven between work assignments during the employee's workday will be reimbursed at the rate allowed by the Internal Revenue Service on July 1.

20.5.9 Special Activities – All Staff

Annually, the Executive Director will issue a Request for Proposals for Student/Staff Activities that are beyond the scope of the contracted work day. Staff members will submit proposals describing the activities, anticipated levels of student participation, and the number of staff hours to conduct the activity by March 1 for the following school term. When approved, the staff member(s) will be awarded a stipend for the activity with an agreed number of hours. The stipend shall be determined by mutual agreement between MVSEC and the Association. (Appendix D and E)

20.6 COMPENSATION FOR PROFESSIONAL GROWTH--Teaching Staff

1. Application and Transcript Deadline.
 - a. Applications for academic credit must be submitted within sixty (60) days of completion of the course.
 - b. Official transcripts or university/college grade reports (provided that the grade report indicates that the staff member earned graduate credit for the course) reflecting additional academic credits are due by November 15 and March 15. Salary adjustments will be reflected on the December and April checks and credit shall be retroactive to the start of the semester in which the evidence of academic credits is first presented.
2. Credit Approval. The Executive Director or his designee shall make the decision regarding salary schedule credit for non-academic work, undergraduate courses, MVSEC staff development training, and professional organization staff development training. In each instance, MVSEC policy of graduate credit hours will be used as a minimum guideline for any credit approved.
3. Professional Growth Committee Recommendations. Questions arising in connection with professional growth under this section may be appealed to an ad hoc committee composed of three (3) members appointed by the Association and three (3) members appointed by the administration. The Committee shall, after reviewing the matter, make a recommendation to the Executive Director in relation to the appropriate disposition. The committee may consider requests for professional growth credit based on non-academic work in the area of the staff member's assignment. The committee may make recommendations to the Executive Director in regard to approval of academic credit for salary purposes.
4. National Board Certification. Staff members who have earned the National Board Certification prior to the effective date of this Agreement shall continue in their current salary schedule (step and lane) placement. Upon renewal of their certification, they will maintain their lane placement and will continue with step placement as appropriate. Staff members who earn the National Board Certification after the effective date of this Agreement are eligible for a one-time, non-recurring stipend of \$2,500. If such a staff member renews his/her

certification, he/she will be eligible for a one-time, non-recurring \$1,000 stipend at the time of renewal.

20.7 ADDITIONAL COMPENSATION FOR TEACHER'S ASSISTANTS

A \$.50/hour additional compensation will be added to all teacher assistants' hourly pay.

20.8 PAYROLL DEDUCTIONS

MVSEC may deduct from staff members' paychecks, upon request, designated sums for the following purposes:

1. Credit Union
2. Sheltered Annuities
3. Charity (United Fund)

Staff members seeking the benefit of this convenience shall comply with Board MVSEC policy regarding authorization, indemnity, and irrevocation. The items mentioned herein are not limiting of items for which check-off authorization may be allowed. Monies deducted from the educators' paychecks shall be forwarded to the appropriate body within three (3) work days.

20.9 DISTRIBUTION OF PAYCHECKS

1. Paychecks will be distributed on the 15th and 30th of each month. If other scheduled paydays fall on a weekend or holiday, payday will be the prior business office workday.
2. Support staff will be able to elect pay over a 12 month period.
3. The first paycheck for teaching and therapy staff will be issued on August 30 and the first paycheck for support staff will be September 15
4. Under no circumstance shall an employee be allowed to change the number of paychecks or months of pay in the period considered by IMRF or TRS for their final years of employment such that the change results in an accelerated payment or penalty payable to IMRF or TRS.
5. Educators who sign a contract after August 15 will receive 23 paychecks beginning on September 15.

ARTICLE 21: CONTINUITY OF OPERATIONS

21.1 PROHIBITED ACTIVITY

During the term of this Agreement, the Association agrees on behalf of the bargaining unit members that neither it nor they will instigate, encourage, support or participate in any strike, slowdown, picketing of school premises or concerted withholding of service of any kind directed against MVSEC and that the procedures provided by this Agreement, by the courts and by state and federal agencies will be the sole means of seeking resolution of any dispute with MVSEC. MVSEC agrees that it will not lock out the bargaining unit members during the term of this Agreement; provided that, a reduction in the number of employees, the non-renewal of any employee, or dismissal of any employee for cause, shall not be considered to be a lockout.

21.2 REMEDY FOR VIOLATIONS

Any employee who engages in the prohibited activity referred to in the preceding Section shall be subject to immediate dismissal. The Association shall be subject to the liabilities imposed by law if it engages in any activity prohibited by this section. The Association reserves the right to demand arbitration concerning the dismissal of an employee for violating this Section, provided that the only issue to be decided by the arbitrator shall be whether or not the employee engaged in the prohibited activity.

ARTICLE 22: CONTRACT DURATION, EFFECT AND LEGALITY

22.1 CONTRACT DURATION

This agreement shall be in effect on July 1, 2016, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m. on June 30, 2019 unless:

1. modified by written mutual agreement of the parties; or
2. either party gives written notice by certified mail of its desire to terminate this agreement at least sixty (60) days prior to the expiration date set forth above in which case the agreement shall be terminated upon said date.

22.2 EFFECT OF AGREEMENT

The parties agree that the terms set forth in this agreement represent their full and complete understanding on the matters covered herein which terms may not be altered or ignored without the mutual consent of both parties in writing. MVSEC, the Association, and all bargaining unit members are bound by the terms of this Agreement.

22.3 ILLEGALITY

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause shall be automatically deleted from this Agreement to the extent that it violated the law, but remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause. Within ten (10) days of a determination of illegality, provided that no appeals of said determination are pending, the parties shall meet to renegotiate the terms and conditions declared illegal. In the event an appeal is pending, the provision at issue shall remain in full force and effect unless the parties agree otherwise, or the court otherwise orders.

MID-VALLEY SPECIAL EDUCATION
ASSOCIATION

MVSEA Representative

MVSEA Representative

MVSEA Representative

Date: _____

AGENT FOR

MID-VALLEY SPECIAL ED
COOPERATIVE

Chair, Executive Advisory Board

Attest: _____
Secretary, Executive Advisory Board

Date: _____

ST. CHARLES COMMUNITY UNIT
SCHOOL DISTRICT 303 (ADMINISTRATIVE
MVSEC)

President, District 303 Board of Education

Attest: _____
Secretary, District 303 Board of
Education

Date: _____

Appendix A

Salary Schedules

MVSEA TEACHERS & THERAPISTS SALARY SCHEDULE 2016-17

	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD/EDD
Step 1	42,880	44,210	45,580	46,993	48,450	49,952	51,500	53,097	54,743	56,440	58,190	59,994
Step 2	43,953	45,315	46,720	48,168	49,661	51,200	52,788	54,424	56,112	57,851	59,645	61,493
Step 3	45,051	46,448	47,888	49,372	50,902	52,480	54,108	55,785	57,514	59,297	61,136	63,031
Step 4	46,178	47,610	49,085	50,606	52,175	53,792	55,460	57,180	58,952	60,780	62,664	64,606
Step 5	47,332	48,799	50,312	51,872	53,480	55,138	56,847	58,609	60,426	62,299	64,231	66,222
Step 6	47,912	49,397	50,928	52,508	54,134	55,813	57,544	59,327	61,166	63,063	65,018	67,033
Step 7	48,518	50,022	51,573	53,174	54,819	56,519	58,272	60,078	62,696	63,861	65,840	67,882
Step 8	49,731	51,273	52,863	54,503	56,189	57,932	59,729	61,580	64,263	65,458	67,486	69,579
Step 9	50,975	52,555	54,185	55,865	57,594	59,380	61,222	63,120	65,870	67,094	69,174	71,318
Step 10	52,249	53,870	55,539	57,262	59,034	60,865	62,752	64,698	67,516	68,771	70,903	73,101
Step 11	53,556	55,216	56,928	58,694	60,510	62,386	64,320	66,316	69,204	70,490	72,676	74,928
Step 12	54,895	56,597	58,351	60,160	62,023	63,946	65,929	67,973	70,934	72,253	74,492	76,803
Step 13	56,267	58,011	59,810	61,665	63,573	65,545	67,577	69,673	72,708	74,060	76,355	78,722
Step 14	57,674	59,461	61,305	63,206	65,162	67,184	69,267	71,415	74,525	75,911	78,263	80,691
Step 15	59,116	60,948	62,837	64,786	66,791	68,863	70,998	73,200	76,389	77,809	80,220	82,709
Step 16	60,594	62,472	64,408	66,406	68,461	70,584	72,773	75,030	78,298	79,754	82,227	84,778
Step 17	62,109	64,033	66,018	68,066	70,173	72,349	74,592	76,906	80,256	81,749	84,282	86,897
Step 18	63,661	65,635	67,669	69,769	71,926	74,158	76,456	78,828	82,262	83,793	86,389	89,070
Step 19	65,253	67,275	69,360	71,513	73,725	76,011	78,367	80,799	84,319	85,887	88,549	91,295
Step 20	66,884	68,957	71,094	73,301	75,568	77,912	80,327	82,819	86,427	88,034	90,762	93,578

The amount that appears in each cell includes board paid TRS for eligible staff members. To determine what your salary is less

Board Paid TRS, divide the amount by 1.086957

OT/PT's will receive the amount that appears in the applicable cell. The member paid IMRF contributions for OT/PT's are separate.

Staff members who are at step 20 shall receive an increase of 1.50%

New Employees: Maximum Placement at Step 8

MVSEA TEACHERS & THERAPISTS SALARY SCHEDULE

2017-18

	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD/EDD
Step 1	43,095	44,431	45,808	47,228	48,692	50,202	51,758	53,362	55,017	56,722	58,481	60,294
Step 2	44,172	45,542	46,953	48,409	49,910	51,457	53,052	54,697	56,392	58,140	59,943	61,801
Step 3	45,277	46,680	48,127	49,619	51,157	52,743	54,378	56,064	57,802	59,594	61,441	63,346
Step 4	46,408	47,847	49,330	50,860	52,436	54,062	55,738	57,466	59,247	61,084	62,977	64,930
Step 5	47,569	49,043	50,564	52,131	53,747	55,413	57,131	58,902	60,728	62,611	64,552	66,553
Step 6	48,758	50,269	51,828	53,434	55,091	56,799	58,559	60,375	62,246	64,176	66,165	68,217
Step 7	49,350	50,879	52,456	54,083	55,758	57,487	59,271	61,107	63,001	64,955	66,969	69,044
Step 8	49,974	51,523	53,121	54,769	56,464	58,214	60,021	61,881	64,576	65,776	67,816	69,918
Step 9	51,223	52,811	54,449	56,138	57,875	59,670	61,521	63,428	66,191	67,421	69,511	71,666
Step 10	52,504	54,132	55,811	57,541	59,322	61,161	63,059	65,013	67,846	69,107	71,249	73,457
Step 11	53,817	55,486	57,205	58,980	60,805	62,691	64,635	66,638	69,542	70,834	73,030	75,294
Step 12	55,163	56,873	58,636	60,454	62,325	64,258	66,250	68,305	71,280	72,605	74,856	77,176
Step 13	56,542	58,294	60,102	61,965	63,883	65,864	67,907	70,013	73,062	74,420	76,727	79,107
Step 14	57,955	59,752	61,604	63,515	65,480	67,511	69,604	71,763	74,889	76,281	78,645	81,084
Step 15	59,405	61,245	63,145	65,102	67,117	69,199	71,345	73,557	76,761	78,189	80,611	83,112
Step 16	60,889	62,777	64,722	66,730	68,795	70,928	73,128	75,396	78,680	80,143	82,627	85,191
Step 17	62,412	64,346	66,340	68,399	70,514	72,702	74,956	77,281	80,647	82,147	84,693	87,321
Step 18	63,972	65,954	67,999	70,108	72,278	74,519	76,829	79,213	82,663	84,201	86,810	89,504
Step 19	65,571	67,604	69,699	71,862	74,084	76,382	78,750	81,193	84,730	86,306	88,981	91,742
Step 20	67,211	69,293	71,441	73,658	75,937	78,292	80,718	83,223	86,848	88,464	91,206	94,034

The amount that appears in each cell includes board paid TRS for eligible staff members. To determine what your salary is less Board Paid TRS, divide the amount by 1.086957

OT/PT's will receive the amount that appears in the applicable cell. The member paid IMRF contributions for OT/PT's are separate.

Staff members who are at step 20 shall receive an increase of 1.50%

New Employees: Maximum Placement at Step 8

**MVSEA TEACHERS & THERAPISTS SALARY SCHEDULE
2018-19**

	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD/EDD
Step 1	43,310	44,653	46,037	47,464	48,936	50,453	52,017	53,629	55,292	57,006	58,773	60,595
Step 2	44,393	45,769	47,188	48,651	50,159	51,714	53,317	54,970	56,674	58,431	60,242	62,110
Step 3	45,503	46,914	48,368	49,867	51,413	53,007	54,650	56,344	58,091	59,892	61,748	63,663
Step 4	46,640	48,086	49,577	51,114	52,698	54,332	56,016	57,753	59,543	61,389	63,292	65,254
Step 5	47,807	49,289	50,816	52,392	54,016	55,690	57,417	59,197	61,032	62,924	64,874	66,886
Step 6	49,002	50,521	52,087	53,702	55,366	57,083	58,852	60,677	62,558	64,497	66,496	68,558
Step 7	50,227	51,784	53,389	55,044	56,750	58,510	60,324	62,194	64,122	66,109	68,159	70,272
Step 8	50,830	52,406	54,030	55,705	57,431	59,212	61,049	62,940	64,892	66,903	68,978	71,115
Step 9	51,473	53,069	54,714	56,412	58,158	59,961	61,821	63,737	66,514	67,750	69,850	72,016
Step 10	52,760	54,395	56,083	57,822	59,611	61,460	63,366	65,331	68,177	69,444	71,596	73,816
Step 11	54,079	55,756	57,485	59,267	61,102	62,996	64,951	66,964	69,881	71,180	73,387	75,661
Step 12	55,431	57,150	58,921	60,749	62,629	64,572	66,574	68,638	71,628	72,959	75,221	77,553
Step 13	56,818	58,579	60,395	62,268	64,195	66,186	68,237	70,354	73,419	74,783	77,102	79,492
Step 14	58,238	60,043	61,905	63,824	65,800	67,840	69,944	72,113	75,254	76,653	79,029	81,480
Step 15	59,694	61,544	63,452	65,420	67,444	69,537	71,692	73,916	77,136	78,570	81,005	83,517
Step 16	61,187	63,082	65,039	67,055	69,131	71,275	73,485	75,764	79,064	80,534	83,029	85,606
Step 17	62,716	64,660	66,664	68,731	70,859	73,056	75,322	77,658	81,041	82,547	85,106	87,746
Step 18	64,284	66,276	68,330	70,451	72,630	74,883	77,205	79,599	83,067	84,611	87,234	89,941
Step 19	65,892	67,933	70,039	72,211	74,446	76,755	79,134	81,589	85,143	86,727	89,415	92,189
Step 20	67,538	69,632	71,790	74,018	76,307	78,674	81,112	83,629	87,272	88,896	91,651	94,494

The amount that appears in each cell includes board paid TRS for eligible staff members. To determine what your salary is less Board Paid TRS, divide the amount by 1.086957

OT/PT's will receive the amount that appears in the applicable cell. The member paid IMRF contributions for OT/PT's are separate.

Staff members who are at step 20 shall receive an increase of 1.50%

New Employees: Maximum Placement at Step 8

Appendix B

MVSEA THERAPIST SALARY SCHEDULE 2016-2017

	<u>OT/PT Assistant</u>	<u>OT/PT Entry Level</u>	<u>Advanced Degree</u>
Step 1	\$43,158	\$51,835	\$58,568
Step 2	\$44,236	\$53,129	\$60,030
Step 3	\$45,343	\$54,457	\$61,531
Step 4	\$46,477	\$55,819	\$63,070
Step 5	\$47,639	\$57,214	\$64,647
Step 6	\$48,829	\$58,645	\$66,263
Step 7	\$50,050	\$60,111	\$67,919
Step 8	\$51,301	\$61,614	\$69,618
Step 9	\$52,584	\$63,153	\$71,357
Step 10	\$53,899	\$64,732	\$73,141
Step 11	\$55,246	\$66,352	\$74,971
Step 12	\$56,627	\$68,010	\$76,844
Step 13	\$58,043	\$69,710	\$78,765
Step 14	\$59,484	\$71,453	\$80,734
Step 15	\$60,981	\$73,239	\$82,753
Step 16	\$62,506	\$75,071	\$84,822
Step 17	\$64,068	\$76,947	\$86,942
Step 18	\$65,670	\$78,870	\$89,116
Step 19	\$67,311	\$80,843	\$91,343
Step 20	\$68,994	\$82,864	\$93,628

Therapists who are at Step 20 shall receive an increase of 1.50%

Schedule for staff members employed by June 30, 2016

**MVSEA THERAPIST SALARY SCHEDULE
2017-2018**

	<u>OT/PT Assistant</u>	<u>OT/PT Entry Level</u>	<u>Advanced Degree</u>
Step 1	\$43,370	\$52,089	\$58,855
Step 2	\$44,453	\$53,390	\$60,325
Step 3	\$45,564	\$54,723	\$61,831
Step 4	\$46,703	\$56,091	\$63,377
Step 5	\$47,871	\$57,493	\$64,962
Step 6	\$49,068	\$58,931	\$66,586
Step 7	\$50,294	\$60,404	\$68,251
Step 8	\$51,551	\$61,914	\$69,957
Step 9	\$52,840	\$63,462	\$71,706
Step 10	\$54,161	\$65,048	\$73,498
Step 11	\$55,516	\$66,674	\$75,336
Step 12	\$56,903	\$68,342	\$77,220
Step 13	\$58,326	\$70,050	\$79,150
Step 14	\$59,784	\$71,802	\$81,128
Step 15	\$61,279	\$73,597	\$83,157
Step 16	\$62,811	\$75,436	\$85,236
Step 17	\$64,381	\$77,323	\$87,366
Step 18	\$65,990	\$79,256	\$89,551
Step 19	\$67,640	\$81,236	\$91,789
Step 20	\$69,331	\$83,268	\$94,084

Therapists who are at Step 20 shall receive an increase of 1.50%

Schedule for staff members employed by June 30, 2016

**MVSEA THERAPIST SALARY SCHEDULE
2018-2019**

	<u>OT/PT Assistant</u>	<u>OT/PT Entry Level</u>	<u>Advanced Degree</u>
Step 1	\$43,582	\$52,344	\$59,143
Step 2	\$44,671	\$53,651	\$60,620
Step 3	\$45,787	\$54,991	\$62,134
Step 4	\$46,930	\$56,365	\$63,686
Step 5	\$48,104	\$57,774	\$65,278
Step 6	\$49,307	\$59,218	\$66,911
Step 7	\$50,540	\$60,699	\$68,584
Step 8	\$51,803	\$62,217	\$70,298
Step 9	\$53,098	\$63,772	\$72,056
Step 10	\$54,425	\$65,366	\$73,857
Step 11	\$55,786	\$66,999	\$75,703
Step 12	\$57,181	\$68,675	\$77,596
Step 13	\$58,611	\$70,392	\$79,536
Step 14	\$60,076	\$72,152	\$81,524
Step 15	\$61,577	\$73,956	\$83,562
Step 16	\$63,117	\$75,805	\$85,651
Step 17	\$64,695	\$77,699	\$87,793
Step 18	\$66,312	\$79,642	\$89,987
Step 19	\$67,970	\$81,633	\$92,237
Step 20	\$69,669	\$83,673	\$94,543

Therapists who are at Step 20 shall receive an increase of 1.50%

Schedule for staff members employed by June 30, 2016

Appendix C

MVSEA SUPPORT STAFF SALARIES

2017-2019

CATEGORY I - Administrative Assistant/Clerical (12 month positions)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Year															
2016-17	16.92	17.42	17.50	17.63	17.80	18.26	18.74	19.20	19.73	20.12	20.51	20.91	21.61	22.05	22.46
2017-18	17.09	17.43	17.94	18.03	18.16	18.34	18.81	19.30	19.77	20.32	20.73	21.12	21.54	22.26	22.71
2018-19	17.26	17.60	17.95	18.48	18.57	18.70	18.89	19.37	19.88	20.37	20.93	21.35	21.76	22.19	22.93

CATEGORY II - Administrative Assistant/Clerical (10 month positions)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Year															
2016-17	14.22	14.64	14.72	14.83	14.98	15.35	15.76	16.14	16.59	16.91	17.24	17.58	18.17	18.53	18.89
2017-18	14.36	14.65	15.08	15.16	15.28	15.43	15.81	16.23	16.63	17.09	17.42	17.76	18.10	18.71	19.09
2018-19	14.51	14.79	15.09	15.53	15.61	15.73	15.89	16.29	16.72	17.12	17.60	17.94	18.29	18.65	19.28

CATEGORY I - Teacher Assistants with BA and Paraprofessional License

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Year															
2016-17	14.22	14.64	14.72	14.83	14.98	15.35	15.76	16.14	16.59	16.91	17.24	17.58	18.17	18.53	18.89
2017-18	14.36	14.65	15.08	15.16	15.28	15.43	15.81	16.23	16.63	17.09	17.42	17.76	18.10	18.71	19.09
2018-19	14.51	14.79	15.09	15.53	15.61	15.73	15.89	16.29	16.72	17.12	17.60	17.94	18.29	18.65	19.28

CATEGORY II - Teacher Assistants with Paraprofessional License

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Year															
2016-17	12.82	13.20	13.26	13.36	13.49	13.84	14.21	14.55	14.98	15.27	15.56	15.86	16.38	16.71	17.04
2017-18	12.95	13.20	13.59	13.66	13.76	13.89	14.26	14.63	14.99	15.43	15.73	16.03	16.34	16.87	17.21
2018-19	13.07	13.33	13.60	14.00	14.07	14.18	14.31	14.69	15.07	15.44	15.89	16.20	16.51	16.83	17.38

Employees at Step 15 in the previous school year shall receive an increase equal to 1.50%

All Teacher Assistants receive an additional \$.50 per hour

Teacher Assistants who earn a BA degree while employed may be eligible for a category move from Category II Teacher Assistant to Category I Teacher Assistant. Course work must follow the contractual requirements for certified staff and must be pre-approved by supervisor

New Employees Maximum Placement at Step 4

LONGEVITY

Employees must be hired prior to November 1 to receive credit for longevity for that fiscal year

Starting 4th year through 5 years:	\$.20 per hour
Starting 6th year through 9 years:	\$.25 per hour
Starting 10th year through 13 years:	\$.35 per hour
Starting 14th year through 19 years:	\$.40 per hour
Starting 20+ years:	\$.50 per hour

Appendix D

DIFFERENTIAL ACTIVITIES

Student Council
Yearbook
Alternative School Coaching
Special interests/clubs
After-school social events
Viking Pals
Technology Support
Newspaper
Fall Play
Winter Play
Illinois Special Olympics Coordinator

Appendix E: Differentials, Stipends and Extra Pay

Pay Rate	2017-2019	Explanation of Rate
Book Study	\$100.00	Total (plus book)
Curriculum Writing	\$37.00	Hourly
Alternative School Athletics	\$22.00	Hourly
In-District Course Taught (paid for hours classes meet)	\$73.00	Hourly
Mentor (Teachers & Therapists)	28.00	Hourly
Mentee (Teachers & Therapists)	28.00	Hourly
Operational Work (Teachers & Therapists)	\$28.00	Hourly
Teachers working through planning period	\$28.00	Hourly
Stipend in Lieu of Salary Schedule Credit (Teachers & Therapists)	\$81.00	Total
ESY Summer Teachers & Therapists	\$42.00	Hourly
ESY Summer Support Staff	\$17.20	Hourly
Teaching or tutoring in other non-contract programs outside the school day (Homebound)	\$42.00	Hourly
Workshops	\$14.00	Hourly
Hourly Differential—Teachers & Therapists	\$30.00	Hourly
Hourly Differential—Support Staff	20.00	Hourly

**All rates are effective with the first work day (Teacher Institute) of the school year*