

**AGREEMENT
BETWEEN**

**CENTER FOR EDUCATIONAL
OPPORTUNITIES (EDUCATIONAL
THERAPY CENTER (ETC))**

AND

**CENTER FOR EDUCATIONAL OPPORTUNITES
FEDERATION OF TEACHERS, LOCAL #4971
IFT/AFT-AFL-CIO**

2021-2022

2022-2023

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PREAMBLE

The ROE recognizes that the Madison County CEO/ETC/ETC- IFT/AFT, hereafter referred to as the Union, represents professional teachers, and that both the ROE and the teachers represented have as their primary interest, the welfare of students, quality education and professional status. It is recognized the ROE, pursuant to the authority and responsibilities vested in it by the State of Illinois, must retain the right effectively to conduct a responsible and efficient school system for the CEO/ETC/ETC, which at all times recognizes as paramount the interests of the students, herein. No provision in the contract shall deprive any teacher of any rights under existing law.

It is the intention of this agreement to provide an effective and continued means of communication between the teachers, the administration, and the Regional Superintendent, as well as to provide for the salary structure, fringe benefits, and employment conditions of the teachers.

It is hoped that through this agreement that significant contributions may be made in the area of students' welfare and overall educational excellence.

ARTICLE I - PURPOSE AND PARTIES TO THE AGREEMENT

This agreement is made and entered into on this 1st day of August, 2020 by and between the Center of Educational Opportunities (CEO/ETC), Edwardsville, Illinois, hereinafter referred to as the Educational Therapy Center/ Center for Educational Opportunities "CEO/ETC", through its legal and fiscal agent: the Madison County Regional Superintendent, hereinafter referred to as the Regional Superintendent, and the Center of Educational Opportunities Federation of Teachers, Local #4971, Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Union" or "Federation".

The Regional Superintendent shall be referred to as the Administrative Agent.

This agreement shall be binding upon both parties and their respective successors.

ARTICLE II - RECOGNITION

- A. The CEO/ETC hereby recognizes the Union as the sole and exclusive bargaining representative for all personnel employed in positions at CEO/ETC which are within the bargaining unit defined below. The terms "bargaining unit" and "employee(s)" when used hereinafter in the agreement shall refer to all regularly employed full-time certified/professional therapists, teachers, school counselors, social workers and paraprofessionals excluding all supervisors/managerial. Contractual grant projects, custodial, maintenance/transportation, short term and part-time employees also are excluded from the bargaining unit.

- B. Among the excluded category of employees are: (1) Program Director; (2) Principal; (3) Secretary; (4) Bookkeeper; (5) Maintenance/Transportation; (6) Custodian; (7) Food Service Personnel; (8) Contractual Project Personnel; (9) Hall Monitor and (10) Assistant Principal
- C. If the Administrative Agent reclassifies job titles or categories of positions or employees new job title or category of position having a community of interest with the employees in the existing bargaining unit, employees in new job title or category of position shall be included within the existing bargaining unit unless contrary to Paragraphs A & B of this section.
- D. Upon the Union's request, the parties may negotiate the terms and conditions of employment or such new or reclassified title or category of position.

ARTICLE III - MANAGEMENT RIGHTS

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

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

wages, hours and terms and conditions of employment and the Union makes such a request to bargain.

ARTICLE IV - GENERAL UNION RIGHTS

- A. The Union and its representative shall have the right to use school building and grounds for membership meetings upon approval by the Principal of the scheduled time for such use. Such use shall be only before the beginning of the school day or after the close of the school day. The Union and its representatives shall: a) reimburse the CEO/ETC for custodial and any additional costs resulting from such use, and b) assure that the building used is secure following such use.
- B. The Union agrees to represent equally and without prejudice all members of the bargaining unit for the purpose of negotiations with the CEO/ETC concerning wages, hours, terms and conditions of their employment. The CEO/ETC shall bear no obligation to ensure the Union compliance with said provision nor shall any alleged violations of this provision be subject to the grievance procedure of this Agreement.
- C. The Union shall have use of office equipment, bulletin boards, and staff mailboxes consistent with policies adopted by the CEO/ETC governing such use.
- D. The Union shall be notified within two business day of the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to names, email addresses, any part of a home address or list of members of the union, dues payers, or non-members.
- E. Negotiation Procedures: The Administrative Negotiating Team shall consist of no more than four people, one of whom is the Superintendent/ Administrative Agent. The Union Negotiating Team Committee shall consist of no more than four people including the IFT/AFT representative the Union President. The Administration and the Union agree to follow fair practices in bargaining.

ARTICLE V - GRIEVANCE PROCEDURES

- A. A grievance shall be defined as any claim by an employee that there has been a violation of the terms of this agreement.
- B. All time limits stated in this Article consist of school days except when a grievance is submitted fewer than ten (10) school days before the close of the current school term; then time limits shall consist of calendar days.
 - a. All time limits may be extended by mutual agreement between the parties.
 - b. If no written decision has been rendered within the limits required in the stated procedures, the grievance may proceed to the next step. If the employee fails to adhere to the time limits in the stated procedures, the grievance shall be withdrawn, and further appeal shall be barred.

- C. If the parties agree, a grievance may be submitted directly to arbitration without first having exhausted the grievance procedure.
- D. A grievance may be withdrawn at any level.
- E. An employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal because of such action.
- F. A grievance may be initiated and/or conducted by:
 - a. An employee in his/her own behalf;
 - b. An employee accompanied by a Union representative;
 - c. A Union representative at the employee's request.
- G. The employee, with or without Union representation, has the right to be present at all hearings and meetings concerning his/her grievance.
- H. Any investigation or other handling or processing of any grievance by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program. There shall be no loss of pay for attendance of meetings and hearings held under Article V.
- I. Expenses incurred as a result of arbitration shall be shared equally and are limited to the arbitrator's fee except by mutual agreement.
- J. All parties shall be provided copies of any documents submitted during the grievance process.
- K. All documents, written communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- L. This information shall not be disclosed to anyone except CEO/ETC management (principal, superintendent, advisory board) and then in a professional and ethical manner.
- M. No documents, written communications or records from the separate grievance file will be used by CEO/ETC for hiring, firing, or harassment of any employee involved in a grievance procedure.
- N. All documents, written communications, and records dealing with the processing of a grievance shall be removed from that separate file one year after the anniversary of the grievance process.
- O. A single document indicating the nature of the grievance, the dates of the proceedings, the position of the employee/s involved, and the result shall be maintained in a "Grievance File."
- P. Steps and Processing Grievances:
 - a. The parties hereto acknowledge that it is usually most desirable for an employee and the immediate Principal to resolve problems through free and informal communications (Step 1); however, if communication with the Principal fails, the employee will contact the Superintendent before he/she proceeds to Step 2. After following the aforementioned steps and

- there is no satisfactory resolution, he/she may proceed to Step 2 below.
- b. If the grievance is not resolved at Step 1, the employee may present the grievance in writing to the Principal who will schedule a meeting to occur within ten (10) school days after receipt of the grievance (Step 2). The employee may be accompanied by a representative at the meeting. The employee may be allowed to present a reasonable number of relevant witnesses at the meeting. Within ten (10) school days of the meeting, the employee shall be provided with the Principal's written decision, including the rationale for such decision.
 - c. If the grievance is not resolved at Step 2, the employee may request a meeting with the Administrative Agent to be convened within ten (10) school days of the request unless more time is needed due to extenuating circumstances (Step 3). The employee's request must be submitted within ten (10) school days of the Principal's decision. At such meeting the employee may present a reasonable number of relevant witnesses.
 - d. If the grievance is not received satisfactorily by the grievant after the third step, there shall be a fourth step of binding arbitration. The grievant may submit in writing within ten (10) school days of the Administrative Agent's decision, a request to enter into such arbitration. If a request for arbitration is not filed within ten (10) **school** days of the Administration Agent's decision under Step 3, then the grievance shall be deemed withdrawn.
 - e. The parties shall jointly request the American Arbitration Association or the Federal Mediation Conciliation Service to provide a list of arbitrator's names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, each party shall strike two names with the party initially requesting the arbitration striking first. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the parties with respect to setting up a time for a hearing.
 - f. Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter or modify in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after presentation of evidence and hearing, to make decisions in case of alleged violations of the specific articles and sections of this Agreement. His/her powers shall be limited to deciding whether the CEO/ETC has violated the expressed articles or sections of the Agreement, and he/she shall not imply obligations and conditions binding upon the CEO/ETC from this Agreement,

it being understood that any matter not specifically set forth herein remains in the reserved rights of the CEO/ETC.

- g. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any employment benefits or other compensation that he/she may have received from any source during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case. In any case, an award shall not be back further than the beginning date of this agreement.
- h. If no written decision has been rendered within the time limits required in the above stated procedures, then the grievance may be processed to the next step. If the employee fails to submit his/her written grievance within the time limits set forth hereinabove, the grievance shall be considered withdrawn and shall bar any further appeal of the matter.
- i. Any grievance which arose prior to the effective date of this agreement shall not be processed.
- j. If the employee files any claim or complaint in any form other than under the grievance procedure of this agreement, then the CEO/ETC shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE VI - LEAVES

A. Sick Leaves

- a. All full-time employees will be granted sick leave at the rate of twelve (12) days per year except when hired during the course of the school year at which time sick days will be prorated without the loss of pay. No paid sick leave shall be granted during the summer school sessions.
- b. Sick leave not used in the year of service for which it was granted shall accumulate to a maximum of 340 days for Certified Professional Employees (CPE). IMRF members shall accumulate a maximum of 240 days (1 year), towards retirement credit. Madison County ROE shall notify employees at the beginning of the school year of the total sick days accumulated.
- c. Sick leave shall mean absence due to personal illness, quarantine at home, serious illness or death in the family or household. The may require a physician's certificate, or if the treatment is by prayer or spiritual means, a certificate from a spiritual advisor or practitioner of such a person's faith, as a basis for pay after an absence of three (3) consecutive days for personal illness.
- d. Employees who will be absent for illness will advise the immediate supervisor or designee by phone or text no later than 7am, and

whenever possible, advise of the approximate duration of such illness. Supervisor will confirm said notification no later than 8am.

- e. There shall be no payment for unused sick leave for IMRF or TRS members. Unused sick leave will be put toward sick leave retirement.

B. Sick Leave Donation Program

- a. Union members may donate up to 3 sick days per year to fellow members of the collective bargaining unit to be used in the event of catastrophic illness (defined as a life-threatening illness), a major surgery requiring an extended recovery period, a temporary disability requiring extended hospitalization or home confinement, or for the same reasons involving immediate relatives of the employee when the employee is one of the primary care givers for the relative. Normal pregnancy, childcare, minor surgeries, or elective surgeries are not considered to be valid reasons for use of the sick leave donation program.
- b. To be eligible to receive days from fellow members of the collective bargaining unit, the following requirements must be met:
 - i. The employee must have exhausted his/her accumulation of sick and personal leave days.
 - ii. The employee's prior use of sick leave must show no pattern of absenteeism; i.e., no Monday/Friday absenteeism, nor excessive absenteeism prior to holidays or vacation periods.
 - iii. The employee must comply with all other requirements listed above.

C. Personal Leave

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

D. Family and Medical Leave Policy

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

- a. CEO/ETC recognizes that a leave of absence from active employment may be necessary for family or medical reasons and in compliance with FMLA, up to 12 weeks of unpaid, job-protected leave will be granted to "eligible" employees for certain family and medical reasons. An employee's health coverage will be maintained for the duration of leave, under the existing

“group health plan options.” Any contributions that are normally made by the employees will continue to be required. Upon return from leave, the employee will be restored to the same position with equivalent pay, benefits, and other employment terms. The use of family and medical leave will not result in the loss of any employment benefit that accrued prior to the start of the employee’s leave.

b. Eligible Employees

- i. Employees are eligible if they have worked for the CEO/ETC for at least one year, and for 1,250 hours over the previous 12 months. Unpaid leave will be granted to eligible employees for any of the following reasons:
- ii. the birth and first year care of the employee’s child; or
- iii. the placement of a child for adoption or foster care in the employee’s home; or
- iv. to care for the employee’s spouse, child, or parent, who has a serious health condition; or
- v. for a serious health condition that makes the employee unable to perform the employee’s job.

c. Length of Leave

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

d. Prior Use of Paid Leave

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

e. Employee Notification

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

Medical Leave Information Packet. The employee is responsible for all required forms and certifications.

E. Certification

If an employee requests a leave of absence because of the serious health condition of the employee or the employee's family member, the employee must submit to the director a Certification of Health Care Provider provided by the CEO/ETC. Failure to provide such certification upon request may result in a denial or delay of leave. The CEO/ETC reserves the right to require that the employee receive a second and possible third opinion from another health care provider (at the county's expense) certifying the serious health condition of the employee or the employee's family member. If the second medical opinion differs from the employee's statement, a third medical opinion by a physician or practitioner mutually agreed upon by both parties, may be required. The third medical opinion is final and binding on the CEO/ETC and the employee. The CEO/ETC also reserves the right to require that an employee provide the CEO/ETC with recertification of the medical condition for which the leave is taken both initially and during the leave.

This certification will consist of:

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

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

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

F. Intermittent Leave

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

G. Contributions for Health Benefits

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

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

H. Job Restoration

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

I. Definitions

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

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

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

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

J. Unpaid Leave

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

K. Funeral Leave

- a. A leave of up to three (3) workdays with pay will be granted for members covered by this agreement to attend the funeral of a member of their immediate family or household.
- b. "Immediate family" is defined as spouse, child, parent, past legal guardian, brother, sister, grandparents, grandchild, and corresponding in-laws.
- c. "Household" is defined as anyone maintaining a family relationship in the member's home.
- d. Approval will be granted for leave with pay of one (1) workday to attend the funeral of a relative outside the immediate family.
- e. A maximum number of funeral leave days approved for any one employee will be three (3) working days per school year.
- f. The allowance for said "funeral leave" days will not accrue or in any way be added to the employee's unused time.
- g. If a day or days is used under this section ("funeral leave"), written verification is required. This should be completed by the funeral home director/staff on business stationery/letterhead. This document must be made available to the Principal/designee upon the employee's return to work. If PTO is used for this purpose, no documentation is required.

L. Return from Leave

- a. An employee who fails to report to work following the expiration of any authorized leave is subject to termination.

- b. Before returning to work, an employee who is on leave of absence due to personal illness will be asked to submit a physician's statement releasing them to return to work. This statement must include "work status" (i.e., full duty or light duty).

ARTICLE VII – PERSONNEL FILES

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

ARTICLE VIII - EVALUATION AND PROFESSIONAL GROWTH

- A. Evaluation
 - a. Professional Staff
 - i. Evaluation of certified employees and licensed therapists is done in accordance with the Illinois School Code, Article 24a.
 - ii. CEO/ETC shall establish separate committees in order to develop and review evaluation instruments.
 - 1. The purpose of each committee is to revise said evaluation instrument at the request of either union or management.
 - 2. This committee shall ensure the plan includes:
Personal observation of the professional staff within their job classification
 - 3. Rating of the professional staff performance as excellent, proficient, needs improvement and unsatisfactory
 - iii. A remediation plan will be developed to correct the remediable deficiencies of a staff who is rated Needs Improvement or Unsatisfactory. This plan shall be developed and commence within thirty (30) days of the completion of the evaluation.

1. Participation in the remediation process: the professional staff rated unsatisfactory, an CEO/ETC administrator and a consulting professional staff member of the same discipline. The "consulting" staff member is selected by administration, from the bargaining unit members, must have at least five years teaching experience/therapy experience, and has received a rating of excellent on their most recent evaluation.
 2. In the event there is no teacher who meets the criteria above, the consulting teacher position can be offered to the next teacher on the seniority list.
 3. The remediation plan shall provide for ninety (90) school days of remediation.
 4. During the 90 day remediation plan, the teacher rated Unsatisfactory will be evaluated two times. If at the end of the 90 day remediation plan, the teacher is still Unsatisfactory they may be dismissed. If at the end of the 90 day cycle the teacher is rated Needs Improvement they will be evaluated two times the following school year. If after two years the teacher has not reached Proficient status, they may be dismissed.
 5. Quarterly evaluations and ratings for one year following the receipt of a Needs Improvement rating of a professional staff for whom a remediation plan has been developed.
 6. If after the 90 day remediation cycle for a Needs Improvement, the staff member is still below proficient, that individual will be evaluated two times the following school year. Two consecutive years of Needs Improvement or below may result in dismissal at the conclusion of the second year
 7. Reinstatement to the evaluation schedule for a professional staff who completes the one-year remediation plan with a satisfactory evaluation or better.
- iv. Non-tenured staff will receive one informal and one formal evaluation each semester. A cumulative form will reflect the four evaluations at the end of each school year. Tenured staff will receive one formal evaluation at a mutually agreed upon time within their two year cycle. Summative evaluations will be provided in the spring of the last year of their cycle. The ROE reserves the right to extend evaluation cycles in the event of an officially/legally declared state of emergency
- b. Paraprofessional staff
- i. Paraprofessional staff includes program

assistants.

- ii. CEO/ETC shall establish a committee of a minimum of one ETC teacher, one RSSP teacher and one administrator to develop and review the evaluation instrument when a review is requested by either administration or the bargaining unit.
- iii. Evaluations must be based on the following:
 1. Personal observations by the administration
 2. Performance of specific duties contained in the job description.
 3. Rating of the employee's performance as excellent, satisfactory, and unsatisfactory. However, prior to giving an "unsatisfactory" rating, the evaluator must provide the following to the employee in writing. Specific examples of the observed deficient behaviors, recommendations as to what the employee should do to correct the reported deficiencies, and period of time during which the employee is given to correct stated deficiencies.
- iv. Summative evaluations shall be provided at the end of the staff members two-year cycle. The ROE reserves the right to extend evaluation cycles in the event of an officially/legally declared state of emergency. This will continue for the life of this contract.

B. Professional Growth

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

ARTICLE IX – WORKING CONDITIONS

- A. Licensed school employees covered by this Collective Bargaining Agreement shall not exceed a 7.5-hour workday. All other staff covered by this agreement shall have no more than 37.5 hour week. Schedules may be adjusted by the administrator to compensate for "group" meetings and staffing conferences.
- B. If any member of the bargaining unit is asked to assist with students, program activities, etc. during a time which would result in the staff member missing

their 30 minute duty-free lunch period, he/she will be offered the one-half hour of comp time (to be used according to policy). Staff members who earn comp time will complete a form and submit it to the principal on the day the service was performed. All incidents of this nature must be pre-arranged and approved by the building administrator/designee.

- C. Teachers and program therapists shall have a planning period each day equivalent to one class period. Planning time may be individual, or group as determined by the nature of the instruction to be delivered.
- D. Class size shall be in accordance with the rules and regulations in Section 226.730 in the 23 Illinois Administrative Code Part 226.
- E. Class/Group Coverage: When sub duty is needed, an administrator will take into consideration the daily and weekly schedule of the team teachers, therapist, and the availability of a sub-approved program assistant, prior to assigning someone to sub duty.
 - a. Teachers and therapists will be granted compensation (for subbing), if they are requested to sub on a day in which their own schedule includes teaching/conducting group/involvement with students four or more periods.
 - b. Certified teaching staff and non-teaching certified staff who perform sub duty may earn a \$23 per hour stipend for each period subbed for the 2021-2022, and 2022-2023 school years. An administrator or designee must pre-approve all sub duty and compensation. Counselors, Social Workers or Therapists will be used as a last resort as determined by the principal.
 - c. Program Assistant
 - i. Only program assistants with the appropriate credentials (teaching certificate or substitute certificate) will be asked to teach a class. These documents must be on file in staff personnel file.
 - ii. Based on program needs, an administrator will designate individuals to provide substitute services. They will also determine when and where these services are needed.
 - d. Requests/Paperwork
 - i. Compensation will be provided for duty preapproved by the Principal or designee.
 - ii. Appropriate documentation must be initiated by the staff member providing substitute duty and forwarded to the Principal or building administrator.
 - e. Lunch duty comp time (to be taken within 12 weeks in which it is earned).
- F. Overloads
 - a. When the current staff is not adequate to cover the courses needed/requested by the students then teachers may be offered the opportunity to teach an additional class beyond their regularly scheduled course load. Participation/acceptance of the

additional course is voluntary and teachers have the option to decline. Teachers whose regular schedule contains additional classes above their normal teaching assignment shall receive additional compensation. Compensation shall be paid according to the list below:

- i. Full period for a full year: Employees current salary * 9%
- ii. Full period for one semester: Employees current salary * 4.5%
- iii. Any teacher whose schedule contains classes above their normal teaching assignment for a portion of a semester will be compensated at a rate of .001 times the number of days worked, times their annual teaching salary.

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

H. Attacks on School Personnel

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

I. Orientation of New Employees— new employees shall receive verbal and written orientation which may include the following activities:

- a. An overview of the purpose, operation and implementation of the three program components: education, therapy, and recreation.
- b. Information regarding the behavior management system and its implementation.
- c. Teaming new employees with current employees when feasible via scheduling so that employees with similar duties may work together for a scheduled amount of time.
- d. New employees shall receive one (1) day of orientation with the Principal and shall be observed two (2) times during the first semester of employment. Each of these observations will include a follow-up conference with the immediate supervisor and documentation of such

for the personnel file.

- e. The purpose of this orientation is to help insure the newly employed individual is understanding and adapting to policy, procedures, and job requirements.
 - f. CEO/ETC will assume responsibility for seeing that each new employee receives a personnel policy and an operational policy. The CEO/ETC will allow the Union to meet with employees during the new employee orientation and the Union will assume responsibility for seeing that the new employees receive a copy of the bargaining agreement, if appropriate.
- J. To the fullest extent possible, all members of the bargaining unit will be informed as to their placement (location, grade, student group) for the upcoming school year by the last day of the current school year. This deadline/assignment is subject to change by the Principal.

ARTICLE X - POSTING OF VACANCIES

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

- d. Once the vacancy is filled by a qualified candidate (or the teacher returns) and the employee (sub) resumes non-teaching duties, the rate of pay shall return to the appropriate classified rate.

ARTICLE XI -SENIORITY

- A. Seniority shall be defined as the length of service to the Center for Educational Opportunities (CEO/ETC). Two separate seniority lists shall be maintained. One seniority list shall be for certified/professional employees. The second list shall be for paraprofessional employees. The lists shall be mutually exclusive. If a licensed/professional employee takes a position that is included in the paraprofessional seniority list, that employee shall start on the paraprofessional seniority list with no credit for seniority accrued from the certified/professional seniority list. If a paraprofessional employee takes a position that is included in the licensed/professional seniority list, that employee shall start on the licensed/professional seniority list with no credit for seniority accrued from the paraprofessional seniority list. Seniority shall be determined as follows in order of consideration:
 - a. The number of years of full-time service accrued on the appropriate seniority list within the Center for Educational Opportunities (CEO/ETC). Service shall be defined as the first day upon which duties were performed.
 - b. Seniority shall not accrue during any authorized leave of absence without pay if the leave exceeds 90 school days.
 - c. In the event seniority is equal, the following shall apply:
 - i. Appropriately licensed for subject.
 - ii. The date of hire.
 - iii. The number of years within a job classification.
 - iv. Highest earned college degree plus hours.
- B. The Center for Educational Opportunities (CEO/ETC) shall within fifteen (15) school days after the beginning of the school year, post both the CEO/ETC certified/professional seniority list of employees and the CEO/ETC paraprofessional seniority list of employees, indicating professionals and paraprofessionals within the bargaining unit.
- C. In the event that CEO/ETC decides to reduce the number of full-time employees within any job classification within the unit it shall be done on the basis of seniority within that employee's Program seniority list. The employees within the job classification who have the least seniority within their Program seniority list will be the first to not have their contracts renewed. Substitute teachers shall not be given seniority.
 - a. When reductions in the staff are under consideration, the management shall

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

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

ARTICLE XII - WORK STOPPAGE

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

ARTICLE XIII - SALARIES AND MILEAGE ALLOWANCE

- A. Full-time employees shall be paid during the term of this agreement according to the Salary Schedule attached hereto. Within ten (10) school days of the start of the school year or within ten (10) school days of initial employment for an employee starting after the start of the school year, each employee shall receive a verification report that includes but is not limited to:
 - a. current step placement;
 - b. years of service in the district;
 - c. current salary;

- d. current accumulated sick leave;
 - e. any additional compensation.
- B. Experience Credit: In the filling of positions which require licensure, experience with behavior disordered, social-emotional disordered and emotionally disturbed children in mental health or educational settings, whether public or private, shall also be considered. This applies to positions filled subsequent to the commencement of this contract. A new employee with no certificated experience elsewhere shall be placed step 1 of the salary scale. Years of service from a previous certified position and /or additional bachelor / masters classes may be taken into consideration based on the following scale:
- a. 1-2 years of experience – step 1
 - b. 3-4 years of experience– step 2
 - c. 5-and up years of experience – step 3
- Years of service from a paraprofessional position cannot be transferred for years of service in a certified professional position and cannot be used as service credit on the pay schedule. In order to advance on the salary, schedule a new employee must work one week and one semester during the school year.
- C. In order to make a horizontal advancement on the salary schedule for coursework taken the following apply:
- a. The course must be taken at an accredited institution of higher learning.
 - b. The coursework will enhance the employee’s skills in the performance of duties assigned.
 - c. A grade of “C” or above meets advancement criteria.
 - d. An official transcript must be forwarded to the ROE no later than the first day of school.
 - e. Advancement on the salary schedule made at the start of the school year (for courses taken previous 12 months).
 - f. Credit for academic advancement applies to employees whose salary schedule provides for such advancement.
- D. Mileage Allowance - Staff members who are required or requested to use their personal vehicles in authorized service to CEO/ETC shall be reimbursed at the rate established by the Madison County Government, on July 1 of each fiscal year for the duration of this contract.

ARTICLE XIV - UNION DUES AND EXPENSES

- A. The employer shall honor employee’s individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the union. In the event that an

employee revokes their dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the employer after the close of the revocation window.

- a. The union agrees to indemnify and save the Center for Educational Opportunities (CEO/ETC) harmless against any claims, charges, demands, suits, or other forms of liability which may arise by reason of any action taken or omitted by the Union or the Center for Educational Opportunities (CEO/ETC) in complying with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.
- b. The Management agrees to remit these dues and/or fees to the Union once each month after the second pay period. Dues and/or fees remitted to the union shall be based on the list of members provided by the Union.

ARTICLE XV – GENERAL CONDITIONS

- A. The school calendar, when adopted for the following school year by the ROE and administration, shall include no less than the minimum number of days required by the Illinois State Board of Education. If the actual number of work days for teachers increases to more than the current 180 days, the contract will be opened for salary negotiations only.
- B. Certified Teachers, Therapists, Counselors, and Paraprofessionals shall work a seven and one-half hour day including a 30 minute duty free lunch. Hours will be set by CEO/ETC. All staff shall take a half-hour duty free lunch period. All certified teachers, social workers, therapists, and counselors receive a prep period equivalent to a working-class period.
- C. Teachers will be required to participate in and attend Parent/Teacher Conferences (PTC) once a semester. Conferences will be held in one day. The day will equal a teacher workday (7.5 hours) including 1/2-hour meal break. Time for conferences will not exceed past 6:30 pm.
- D. A bulletin board with access for information and updates
- E. Access to a telephone will be provided for staff to utilize and make private calls to parents
- F. Copies of the contract will be given out to all new and present staff by the union to their representatives. Copies of job description will be provided at the interview and available

at the Regional Office of Education.

G. A maximum of three days per school year may be allotted for certified staff to attend workshops or conferences upon administrative approval.

2021-2022 Staff Salary Schedule for Licensed Staff (updated)

% increase on schedule = 3.00%

Percentage Increase over 2020 - 2021 Scale:				3.00%				
STEP	BA	BA+12	BA+24	BA+32	MA	MA+12	MA+24	MA+32
1	38,473	39,357	40,241	41,127	42,012	42,842	43,781	44,667
2	40,011	40,897	41,782	42,668	43,551	44,436	45,320	46,206
3	41,549	42,436	43,320	44,206	45,088	45,975	46,860	47,746
4	43,090	43,975	44,859	45,743	46,628	47,514	48,399	49,283
5	44,628	45,513	46,396	47,283	48,168	49,053	49,939	50,823
6	46,069	47,052	47,936	48,822	49,706	50,592	51,476	52,361
7	47,707	48,591	49,476	50,361	51,246	52,130	52,996	53,902
8	49,245	50,130	51,015	51,900	52,783	53,668	54,555	55,440
9	50,784	51,670	52,554	53,438	54,322	55,209	56,094	56,979
10	52,323	53,208	54,091	54,977	55,862	56,747	57,632	58,517
11	53,862	54,747	55,632	56,517	57,401	58,286	59,171	60,056
12	55,401	56,286	57,170	58,055	58,940	59,824	60,709	61,595
13	56,940	57,825	58,709	59,595	60,479	61,364	62,249	63,135
14	58,478	59,364	60,248	61,133	62,017	62,903	63,788	64,673
15	60,018	60,903	61,787	62,672	63,557	64,442	65,327	66,211
16	61,556	62,441	63,325	64,211	65,095	65,980	66,866	67,751
17	63,096	63,982	64,865	65,750	66,634	67,520	68,405	69,290
18		65,519	66,403	67,288	68,173	69,058	69,943	70,829
19			67,943	68,828	69,712	70,597	71,483	72,368
20				70,367	71,250	72,136	73,021	73,906

All qualifying employees will receive their current pay increase on the current pay scale by moving by years of experience and education attainment plus 3%. Employees who have capped on years of experience and educational attainment will not be affected by the revision of this scale (see salary note that follows). The ROE will guarantee full health coverage for individuals up to a 10% increase in premiums. Any premium cost above 10% will be a payroll deduction. All salary is TRS credited.

Salary note: For the calendar year 2021-2022, any staff member who has reached the end of the salary schedule will be paid his base pay on the 2020-2021 salary schedule and a percentage will be added to that base not to exceed a combined total of 3% as to under the 3% threshold established by Public Act 100-0587 .

2022-2023 Staff Salary Schedule for Licensed Staff (updated)

% increase on schedule = 4.00%

Percentage Increase over 2021 - 2022 Scale:					4.00%			
STEP	BA	BA+12	BA+24	BA+32	MA	MA+12	MA+24	MA+32
1	40,011	40,932	41,851	42,772	43,692	44,555	45,532	46,454
2	41,612	42,533	43,453	44,374	45,294	46,214	47,133	48,054
3	43,211	44,133	45,053	45,974	46,892	47,814	48,734	49,655
4	44,814	45,734	46,653	47,573	48,493	49,414	50,335	51,255
5	46,413	47,333	48,252	49,175	50,095	51,015	51,936	52,856
6	47,912	48,935	49,854	50,775	51,694	52,615	53,535	54,456
7	49,615	50,535	51,455	52,375	53,295	54,216	55,115	56,058
8	51,215	52,135	53,055	53,976	54,895	55,815	56,737	57,657
9	52,816	53,737	54,656	55,576	56,495	57,417	58,338	59,258
10	54,416	55,336	56,255	57,176	58,097	59,017	59,937	60,858
11	56,016	56,936	57,858	58,778	59,697	60,617	61,538	62,458
12	57,617	58,538	59,457	60,377	61,297	62,217	63,138	64,059
13	59,218	60,138	61,057	61,979	62,898	63,819	64,739	65,660
14	60,817	61,739	62,658	63,578	64,498	65,419	66,339	67,260
15	62,419	63,339	64,258	65,179	66,099	67,020	67,940	68,860
16	64,018	64,938	65,858	66,780	67,699	68,619	69,540	70,461
17	65,620	66,541	67,460	68,380	69,299	70,220	71,142	72,062
18		68,140	69,059	69,979	70,900	71,821	72,741	73,662
19			70,661	71,581	72,501	73,421	74,342	75,263
20				73,181	74,100	75,021	75,942	76,862

All qualifying employees will receive their current pay increase on the current pay scale by moving by years of experience and education attainment plus 4%. Employees who have capped on years of experience and educational attainment will not be affected by the revision of this scale (see salary note that follows). The ROE will guarantee full health coverage for individuals up to a 10% increase in premiums. Any premium cost above 10% will be a payroll deduction. All salary is TRS credited.

Salary note: For the calendar year 2022-2023, any staff member who has reached the end of the salary schedule will be paid his base pay on the 2021-2022 salary schedule and a percentage will be added to that base not to exceed a combined total of 3% as to under the 3% threshold established by Public Act 100-0587 .

2021-2022 SALARY SCHEDULE FOR PROGRAM ASSISTANTS - still needs updates

A. Highly Qualified

- a. \$15.00 (15.45) – 3% would take it to : \$15.91
- b. \$16.22 (16.71) – 3% takes it to \$17.21
- c. \$18.11 (18.65) – 3% takes it to \$19.20

2022-2023 SALARY SCHEDULE FOR PROGRAM ASSISTANTS - still needs updates

B. Highly Qualified

- a. \$15.00 (15.91) – 4% would take it to : 16.55
- b. \$16.22 (17.21) – 4% takes it to \$17.90
- c. \$18.11 (19.20) – 4% would take it to \$19.97

ARTICLE XV - TERM AND ADOPTION OF AGREEMENT

- A. Complete Understanding - The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions of this Agreement shall constitute a binding obligation of the parties for the duration thereof. The parties shall comply with said terms and conditions which may be modified only through the written consent of the parties.
- B. Saving Clause - Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.
- C. Waiver of Additional Bargaining - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Center for Educational Opportunities (CEO/ETC) and the Union, for the life of this Agreement, each voluntarily agree that the Union, shall not be obligated to bargain collectively except by mutual agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

D. Term of Agreement - This Agreement shall be effective and shall continue in effect until August 7, 2023-

E. This Agreement is signed this 7th day of July, 2021

FOR THE UNION

FOR MANAGEMENT

President

Regional Superintendent of Schools

Vice President Asst.

Asst. Regional Superintendent of Schools