



**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**GOVERNING AND EXECUTIVE BOARDS  
KANKAKEE AREA SPECIAL EDUCATION COOPERATIVE**

**and**

**KANKAKEE AREA SPECIAL EDUCATION COOPERATIVE ASSOCIATION  
ILLINOIS EDUCATION ASSOCIATION – NEA**

**2021-2022  
2022-2023  
2023-2024**

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# **ARTICLE I INTRODUCTION**

## **A. RECOGNITION**

The Governing and Executive Boards of the Kankakee Area Special Education Cooperative hereinafter referred to as the "Board," recognizes the Kankakee Area Special Education Cooperative Association, IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for all regularly employed full-time and part-time certificated personnel, paraprofessionals, and occupational therapists, hereinafter referred to as "Employees" excepting the Director, Coordinators, and Principals and all other supervisory, managerial and confidential personnel as defined by the Illinois Educational Labor Relations Act.

## **B. PURPOSE**

This Agreement is negotiated pursuant to the Illinois Educational Labor Relations Act to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

## **C. DEFINITIONS**

1. "Certificated" refers to those employees holding professional educator licenses without stipulations (i.e. LBS 1 Teachers, Vision Itinerant Teachers, DHH Itinerant Teachers, Social Workers, Psychologists, and Adapted PE Specialists) or are registered support service personnel (i.e. Registered Occupational Therapist).
2. "Non-Certificated" refers to those employees holding educator licenses with stipulations and/or are considered educational support personnel (i.e. Paraprofessionals and Job Coaches).

## **ARTICLE II MANAGEMENT RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the Districts, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States, including but without limiting the generality of the foregoing the right:
1. To the executive management organization and administrative control of the Cooperative and its properties and facilities and the activities of its employees.
  2. To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services; (the Association agrees that the Board has the right to enter into subcontracting for services as long as that process is not over and above of what is occurring during this school year 1984-85. Such increase in activity can take place in exceptional circumstances as long as the Administration speaks to the Association President as to what has occurred.)
  3. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or assignment, and transfer of all such employees except as limited by the specific terms of the Agreement;
  4. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of Cooperative operations; and
  5. To build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
  6. This list is not meant to be exclusive, or to at all suggest the limitation of the Board's powers, but is merely an illustration of the Board's management abilities and rights.
  7. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.
- B. This Agreement supersedes and cancels all previous Agreements verbal or written or based on such past practices between the Board and the Association.
- C. The Board and the Association agree that in successor Agreements, they will meet at reasonable times and negotiate in good faith with respect to wages, hours, and other terms and conditions of employment which do not compel either party to agree to a proposal or require the making of a concession.
- D. It is also agreed that the Association will not require the Board to bargain over matters of inherent managerial policy.

## **ARTICLE III ASSOCIATION RIGHTS**

### **A. NO STRIKE**

It is agreed and understood that there will be no strike, work stoppage, slowdown, refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the Cooperative by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

In the event of any such illegal action, the Cooperative shall take whatever affirmative action is necessary and within its authority to prevent and bring about the termination of such action. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action and the Cooperative immediately shall instruct any and all employees to cease their action and inform them that their action is a violation of the Agreement and/or the IELRB, which may subject them to disciplinary action.

Any proven violation of this Article shall mean that the employees involved may be held accountable by the Board.

### **B. MEETINGS**

1. The President of the Association, or the President's designee, shall be given a written notice of all regular meetings of the Board, together with a copy of the Agenda.
2. One copy of the approved Board Minutes of regular meetings, and not executive meetings, shall be emailed to the President of the Association once Board signatures are secured.
3. Names and addresses of newly hired employees shall be provided to the Association on the first workday of each month.

### **C. BOARD PACKET**

The Board of Education shall provide a packet of information to the Association before each Board meeting. The packet shall contain all materials provided for the Board members with the exception of materials pertaining to personnel, negotiations, land litigation, student discipline, and any other information the Board deems not suitable for public knowledge.

### **D. LABOR/MANAGEMENT MEETINGS**

The Association and the Administration recognize the importance of communication in maintaining good relationships. Monthly meetings shall be mutually agreed to and shall be held with reasonable written notice stating the item or items to be discussed at such meetings. It is understood if neither party has items to be discussed, a meeting will not be held.

1. The Administration shall notify the Association of the three (3) members chosen to attend such meeting.
2. The Association will designate not more than three (3) representatives to attend said meeting and will notify the Administration's representative(s) in writing of their selection.
3. The Association President and the Director of the Special Education Cooperative shall attend

the scheduled labor/management meetings.

4. It is understood by both the Association and the Administration that labor/management meetings are not a replacement for the grievance procedure.
5. Items not resolved within two (2) consecutive Labor/Management Meetings may be presented to the Executive Board by the Association.

#### **E. ASSOCIATION LEAVE**

The Association may use up to six (6) days in the aggregate in order to send representatives (President and/or his/her designee) to the local, state or national conferences. These representatives (President and/or his/her designee) shall be excused without loss of salary providing the Association reimburses KASEC for the cost of substitutes to take the place of those employees requesting the leave. Written notification for the leave shall be submitted to the Director by the President of the Association.

#### **F. DUES DEDUCTION**

Any member of the bargaining unit who is an Association member or has applied for membership in the Association may sign and deliver to the Board an authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year to year unless the employee revokes said authorization.

1. Pursuant to such authorization, the Board shall deduct such dues equally from the regular salary checks of the bargaining unit member each month. If the bargaining unit member has continuing membership, the deduction will be from September and ending in June of each year. If the bargaining unit member is a new Association member, the dues deduction will begin with the first scheduled salary check after the Board receives written notification and end in June.
2. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year to year unless the employee revokes said authorization.
3. The Board shall remit said deducted dues to the Association within ten (10) days following the second payroll of the month.
4. Upon written notice of cancellation of dues deduction, the Board shall notify the Association treasurer within five (5) working days.

#### **G. PRINTING OF CONTRACT**

1. There shall be two signed copies of any final Agreement. One copy shall be retained by the employer and one by the Association.
2. Within thirty (30) days after the Agreement is signed, a final copy of this Agreement shall be prepared at the expense of the Board and presented to the Association for copying.
3. The Cooperative shall bear the cost of typing the Agreement and the Association shall bear the cost of printing the copies of this Agreement. The Association shall provide the Administration with five (5) copies in order that they may disseminate them to the appropriate parties. The Association shall distribute copies to employees.



## **H. FORMS**

Any form which is not in use as of August 21, 2002, which requires the signature or initialing by an employee and which impacts upon or is related to this Agreement, shall be provided to the President of the Association prior to implementation.

## **ARTICLE IV GRIEVANCE PROCEDURE**

### **A. DEFINITION**

A grievance shall mean only a complaint that there has been an alleged violation, or misapplication of any of the specific provisions of this Agreement. A grievance must be filed fifteen (15) days from the time of the occurrence of the alleged violation. Every employee covered by this Agreement shall have the right to present grievances in accordance with these following procedures. The written information contained in the filed grievance shall include: 1) a description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this Agreement which are alleged to have been violated, or misapplied; 3) a listing of specific actions requested of the Administration which will remedy the grievance.

### **B. INFORMAL DISCUSSION**

Whenever an employee or the Association believes there has been a violation or misapplication of the contract, they shall first meet informally with the appropriate Cooperative supervisor to discuss and attempt to resolve the problem. When the meeting is scheduled, the Cooperative supervisor shall be informed that the meeting is for the purpose of an informal discussion of a possible grievance. Association representation is at the option of the employee. If a resolution is not reached, the employee or Association may proceed through the steps of the grievance procedure.

### **C. STEP I**

The employee, or the Association representative may present the grievance in writing to the assigned Cooperative supervisor/coordinator who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, grievant, and/or assigned Cooperative supervisor/coordinator shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association President shall be provided with the Cooperative supervisor/coordinator's written response.

### **D. STEP II**

If the grievance is not resolved at Step I, then the local Association representative may refer the grievance to the Director or designee within ten (10) days after receipt of the Step I answer. The Director shall arrange with the Association for a meeting to take place within five (5) days of the Director's receipt of the appeal. Each party shall have the right to include its representatives and such witnesses as it deems necessary. Within five (5) days of the meeting, the Association shall be provided with the Director's written response.

### **E. STEP III**

If the grievance is not resolved at Step II, then the local Association representative may refer the grievance to the Board within ten (10) days after receipt of the Step II answer. If the grievance is referred to the Board at least ten (10) days prior to the next regular Board meeting, the Association shall present its appeal to the Board at such meeting. Otherwise, the Association shall present its appeal at the next regular Board meeting. Within ten (10) days of the Board meeting, the Association shall be provided with the Board's written response.

## **F. STEP IV**

If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date of the Step III answer, then the grievance shall be deemed as withdrawn.

## **G. PROCEDURE**

1. Selection of the arbitrator shall be in compliance with the Voluntary Rules and Regulations of the American Arbitration Association.
2. All expenses incurred shall be shared equally by the Board and Association. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred should be paid for by the party engaging the legal counsel.
3. Insofar as arbitration is limited solely and simply to interpretation and implementation of the terms of this contract, 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 shall be empowered, except as his powers are limited below, after due investigation, to make decision in cases of alleged violation of the specific Articles and Sections of this Agreement.
  - a. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any unemployment or other compensation that he 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, except in the case of a class action grievance. In any case, an award shall not go back further than the beginning date of this Agreement.
  - b. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance occurring during this Agreement shall continue to be processed should this Agreement expire but will be postponed while impasse is being invoked.
  - c. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

### **4. BYPASS TO THE DIRECTOR**

If the Association and the Director mutually agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

### **5. BYPASS TO ARBITRATION**

If the Director and the Association mutually agree, a grievance may be submitted directly to arbitration.

### **6. CLASS GRIEVANCE**

Class grievances involving two or more employees or two or more supervisors, and grievances involving an administrator above the building level may be initially filed by the local Association

Representative at Step II.

**7. RELEASE TIME**

Should the Board and Association mutually agree to conduct a grievance hearing or meeting during normal duty hours, the employee(s) involved shall be released without loss of pay or benefits.

**8. FILING OF MATERIALS**

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

**9. GRIEVANCE WITHDRAWAL**

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

**10. NO RESPONSE**

The failure of a grievant to act within the time limits will act as a bar to any further appeal and an administrator's failure to render a decision or meet within the time limits set forth shall permit the grievant to proceed to the next step. Time limit may be extended only by mutual agreement.

**11. AAA RULES**

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

**12.** The Association President shall receive copies of all grievances filed at Step I.

**13.** All days shall be referenced as business days.

# ARTICLE V EMPLOYEE RIGHTS

## A. SCHOOL CALENDAR

1. An employee covered by this Agreement who is on:
  - a. Nine (9) month contract shall work 180 days;
  - b. Employees who are required to work more days than stated above, shall be reimbursed at their daily rate of pay. Daily rate of pay shall be figured as follows:

$$\frac{\text{Annual Salary - Extra Duty Pay}}{\text{Number of Contract Days}}$$

2. For purposes of definition, the hourly rate of pay shall be calculated as follows:

$$\text{Hourly Rate of Pay} = \frac{\text{Daily Rate of Pay}}{7.5}$$

Employees who are required to work at events scheduled outside of the work day (i.e. graduation, evening productions) shall be reimbursed at their hourly rate of pay. All after hours work must be pre-approved by the Director.

## B. WORKDAY AND WORK HOURS

1. Program staff housed in a member district shall develop his/her daily schedule in coordination with the housing district's schedule/calendar. Every effort will be made that preparation time will be scheduled in blocks of time no less than thirty (30) consecutive minutes.
2. Teachers will be provided with a minimum of 2.5 hours per week for preparation and planning during the teacher work hours providing there is a five (5) day week worked.
3. All bargaining unit members shall be entitled to a duty-free uninterrupted lunch period as required in Section 24-9 of the School Code.
4. The Cooperative Director or his/her designated Cooperative Administrator may assign extra duties typically shared by other teachers in the employee's assigned district, except for:
  - a. Paid extra-curricular activities which occur outside the regular workday.
  - b. Assignments which prevent or interfere with the employee's scheduled contact time with special education students.
5.
  - a. Nine-month employees shall follow the work hours and school calendar of his/her assigned building(s). If the employee is assigned to more than one building, the school calendar of the building to which the majority of time is spent should be followed. The employee is encouraged to discuss specific school calendar conflicts with his/her supervisor. A nine-month employee who is required to work more than 180 days shall be reimbursed as provided in A.1.b. above.
  - b. Behavior Interventionists working within multiple districts shall be allotted flexible scheduling for days which precede or follow work days that require the Behavior Interventionist to work

beyond his/her scheduled hours. If after collaboration with the Cooperative's Director/designee a Behavior Interventionist is unable to utilize the previously accrued flex time due to scheduling demands, (s)he shall be reimbursed as provided in A. 2 above.

6. If assigned special education students are released for vacation or emergency conditions, the staff may leave ten (10) minutes after all special education students have gone.
7. a. A bargaining unit member shall remain at his/her respective work location for whatever time is necessary for the fulfillment of his/her responsibilities, i.e. Eligibility Conference/I.E.P.'s and other meetings.  
b. The receiving teacher shall be notified of an Eligibility Conference/I.E.P. meeting no later than the school day prior to the Eligibility Conference/I.E.P. meeting.
8. The administration will make an effort to hold required trainings and meetings such as Eligibility Conference/I.E.P.'s and other meetings during the regular school day. However, such meetings shall not be scheduled prior to the start of the building hours. If an employee is required to remain beyond normal work hours for emergency student supervision, a required training, or an Eligibility Conference/I.E.P.'s or other meetings, the employee may leave early, after the end of the student day, during one or more of the following fifteen (15) workdays until such time is made up.
9. Case managers shall receive one (1) day of release for the purpose of preparing paperwork related to annual review meetings. This shall be done by providing a substitute for the employee, if a substitute is required.
10. Whenever the employer requires the employees to be updated on Cooperative procedures, then the Board shall provide, if necessary, release time for the above.
11. Hourly employees shall be paid overtime pay of time and one-half after forty (40) hours in any one work week.

### **C. PARAPROFESSIONALS PROVIDED**

A paraprofessional shall be provided as Illinois State Board of Education rules require.

### **D. SUBSTITUTE FOR PARAPROFESSIONALS**

When a Paraprofessional is absent, efforts will be made to provide a substitute. If a substitute is not provided, the Cooperative shall furnish, upon written request by the Association, documentation that every effort was made to obtain a substitute. The Cooperative will provide to the Association, each semester, a list of substitutes available in Kankakee County.

### **E. EMPLOYEE ASSIGNMENTS**

1. All employees shall receive a written notice of tentative assignment for the following year on or before the last workday of the current school year.
2. Any change in assignment shall necessitate a written notice stating reasons for the change. If requested by the employee in writing, a conference attended by the affected employee and the Director or the Director's designee shall be held at a mutually agreeable time, but before the change is to be implemented.

## **F. VACANCY POSTING**

1. Whenever a vacancy occurs, or a new position is created, the appropriate Cooperative administrator shall:
  - a. Send a copy to the following:
    - 1) President of the Association
    - 2) All KASEC employees via email.
  - b. During the summer months, send a vacancy notice to the President of the Association at the address of record as well as to any employee who has requested a transfer to such a position.

## **G. VOLUNTARY TRANSFER**

1. A voluntary transfer shall mean a transfer which has been requested by the employee.
2. Whenever a vacancy occurs, or a new position is created, employees desiring a transfer shall be given consideration and shall be interviewed for said vacancy or position. Should the transfer be denied, reasons shall be given to the employee in writing.
3. An employee desiring a transfer shall notify the Cooperative Director, in writing, no later than April 15 stating priority assignment(s), building(s), and/or grade level(s) desired.
4. Such requests for voluntary transfer shall be active until the following April 15th.
5. Whenever a position is discontinued or no longer exists in the Cooperative, for whatever reason, the affected employee shall have the same rights as voluntary transfer.

## **H. INVOLUNTARY TRANSFER**

1. An involuntary transfer shall mean a transfer which the employee has not requested. Involuntary transfer shall be defined as relocation to another building or site or reassignment to an entirely new teaching area or discipline.
2. Prior to any involuntary transfer being made, the Director shall seek volunteers.
3. Notification of all involuntary transfers shall be made in writing to the affected employee(s). Said notification shall include the reason(s) for the involuntary transfer.
4. Involuntary transferred employees shall have the opportunity to transfer to vacancies for which they are certificated or qualified. Said employees, upon involuntary transfer, may immediately submit a voluntary transfer request notwithstanding the April 15 deadline.
5. If an involuntary transfer occurs thirty (30) calendar days or less before the first day of school, the employee who is involuntarily transferred shall be permitted to resign within twenty-one (21) calendar days of the notification of the involuntary transfer, and the resignation shall be deemed to be accepted by the Board.

## **I. PERSONNEL FILE**

1. Only one official file shall be maintained per employee in the Cooperative's personnel office. All

materials must be in writing and must be placed in the personnel file within thirty (30) calendar days of receipt or creation.

2. Employees shall receive a copy of all materials to be placed in their personnel file. Said material to be placed in the personnel file shall be signed by the employee to acknowledge receipt or receipt witnessed. The employee's signature does not signify agreement/disagreement, only that he/she has received a copy of the material.
3. If the employee believes the material is inaccurate, said employee may put any objections in writing and have them attached to the material to be placed in the employee's personnel file. The employee will receive written notification that the objection was received and filed. Such objections shall be filed within fifteen (15) school days of the employee being presented the material to be placed in the personnel file.
4. The employee shall have the right to examine his/her personnel file, upon prior written request to the Director to view the file during office hours, and to have a representative of the Association accompany him/her at such review. Each personnel file shall contain a record indicating who has reviewed the file, the date reviewed and the reason for such review.
5. Upon request, the employee shall be provided a copy, at no cost, of non-confidential materials contained within the employee's personnel file.

#### **J. EMPLOYEE DISCIPLINARY MEETINGS**

Unless the severity of the behavior (i.e. non-remediable) requires immediate action, employee disciplinary matters shall be handled only by the Cooperative administrative staff. Employees shall be entitled to Association representation during said meetings. In all instances, the final disposition of employee disciplinary matters rests with the Cooperative Executive Board.

#### **K. COOPERATIVE INSERVICE**

Cooperative inservice shall be for all employees. If the Director determines the in-service is linked to at least one of the identified professional development purposes delineated by ISBE, a certificate of professional development hour(s) shall be issued.

#### **L. HOMEBOUND**

Teaching of homebound students will be on a voluntary basis.

#### **M. SUBSTITUTE FOR CERTIFICATED TEACHER**

When a teacher is absent, efforts will be made to provide a substitute. If a substitute is not provided, the Cooperative shall furnish, upon written request by the Association, documentation that every effort was made to obtain a substitute. The Cooperative will provide to the Association, each semester, a list of substitutes available in Kankakee County.

#### **N. STUDENT TEACHER AND INTERN SUPERVISION**

1. No employee shall be required to accept and/or supervise a student teacher or intern.
2. If a stipend is provided by the University for supervising a student teacher/intern, the employee directly responsible for such supervision shall receive the stipend.



**O. NO RETALIATION**

No employee shall be threatened, disciplined, reprimanded, discharged by the Board and its agents, for exercising their contractual and/or legal rights, or the procedures herein.

## **ARTICLE VI GENERAL WORKING CONDITIONS**

### **A. NON-SCHOOL EMPLOYMENT AND ENDORSEMENT OF SERVICES**

1. No employee shall accept work outside of the Special Education Cooperative during the normal work day which may impact on the employee's duties and responsibilities to the Cooperative unless it is in the interest of the Cooperative and such outside employment has the approval of the Director or his designee. In the event a conflict may arise with outside employment during the normal duty day, the Director and appropriate employee(s) shall meet to discuss the impact of such outside employment. Such discussion may result in the employee(s) being required to cease such outside employment during the normal duty day.
2. All personnel employed by the Kankakee Area Special Education Cooperative and represented by this Agreement are to refrain from recommending professional assistance to parents of children outside the scope of professional duties and authority other than to refer said parents to their family doctor, family ophthalmologist or other established family practitioners. At no time, and under no circumstances, is any employee of the Kankakee Area Special Education Cooperative to recommend or to initiate the services of any specific professional for individuals receiving services from the Kankakee Area Special Education Cooperative without the approval of the Director of the Cooperative or his/her designee.

### **B. LIFTING OF STUDENTS/WHEELCHAIRS**

Within thirty (30) days of the beginning of the school year, the Board shall, with expert medical consultation, establish, distribute and implement Cooperative-wide guidelines and procedures on the lifting of students and/or wheelchairs. All employees shall be offered the opportunity to receive this training.

### **C. VIOLATIONS OF ILLINOIS ADMINISTRATIVE CODE 226**

Whenever an employee has knowledge of an alleged violation of the Illinois Administrative Code 226, within a Cooperative administered program, he/she shall report the alleged violation in writing to the Cooperative Director. The Cooperative Director shall investigate the matter, take corrective action if necessary, and inform, in writing, the reporting employee of the result.

### **D. EMPLOYEE TRAVEL REIMBURSEMENT**

Employees who are required to use their own vehicle in the performance of their duties and/or employees who are assigned to more than one school or work station shall be reimbursed for such work related travel according to the IRS published rate in effect August 1 of each school year.

### **E. TEXTBOOKS**

The Board shall actively encourage member districts to provide to the case managers copies of district textbooks, teacher editions, materials and other supplies, used by the district's regular students, at least one month before implementing a student's transition back into his/her district school.

### **F. ACCESS TO EQUIPMENT**

The Board shall encourage member districts to allow employees assigned to the district to have access to district equipment, textbooks, materials and supplies commensurate with the access of district employees.

## **G. STUDENT TRANSPORT**

Employees shall not transport students in their personal vehicles.

## **H. REQUISITIONS**

Employees submitting requisitions, during the school year, shall be notified in writing within fifteen (15) days of submission of a requisition of the denial of said requisition(s). Employees submitting requisitions at the end of the school year, shall be notified within thirty (30) days of submission of a requisition of the denial of said requisition(s).

## **I. PARAPROFESSIONALS - SUBSTITUTING**

Paraprofessionals shall not be required to substitute for absent special education teachers. If a qualified paraprofessional substitutes for an absent special education teacher, (s)he shall be compensated with the daily pay for teacher substitutes in addition to her/his regular daily pay.

## **J. JOB DESCRIPTIONS - PARAPROFESSIONALS**

All employees who are assigned a paraprofessional shall receive a copy of the job description for paraprofessionals.

## **K. RESTRAINING PROCEDURES**

1. The Board shall provide, without cost to the employee, professional training on a proper, legal and safe method(s) of physically restraining students who are endangering property, themselves and/or others. It is understood that physical restraint includes take-down. Release time for this training shall be provided within the first month of the school year. Such training shall be in addition to other in-service training otherwise provided to Cooperative staff.
2. Said training shall occur annually. However, it is understood that subsequent to said training, use of the training is the option of the employee, when appropriate.
3. If openings in the training program are available, said openings will be offered to any Cooperative program employee on a first-come, first-serve basis. All Cooperative program employees shall be notified of the training program two (2) weeks prior to the training.
4. All new Cooperative program employees shall be in-serviced within one (1) month of the beginning of employment on physical restraint procedures.
5. The Administration and the Association shall cooperate in the selection of the training program to be provided.

## **L. STAFF RIDING BUSES**

Riding buses with special education students to and from student's home; or between districts; or between the Cooperative program and a district shall be voluntary for all employees except those specifically hired to ride buses.

## **M. MEDICATION POLICY**

No employee shall be required to dispense medication. If an employee chooses to volunteer to dispense medication, then said employee shall follow the Medication Policy developed by the

Board and the Association.

#### **N. LOSS OF PERSONAL PROPERTY**

Employees may request reimbursement by the Cooperative for personal property damaged or destroyed during the course of performing regular duties. Such reimbursement shall be confined to articles normally on one's person while actively engaged in their typical job duties, e.g. clothing, prescription eye wear, dentures and watches and shall expressly exclude such articles as automobiles, radios, personal software and the like. In order to obtain reimbursement, the employee must file a written incidence report within three (3) working days of the incident. If reimbursement is denied, in part or whole, to said employee, the Board shall provide a written explanation within fifteen (15) school days of Board meeting.

#### **O. OSHA RULES ON BLOOD BORNE PATHOGENS**

The Association shall receive for distribution:

1. Copy of the Universal Precautions
2. Written Exposure Control Plan

In addition, all employees shall be offered vaccination against the Hepatitis B Virus (HBV) at no cost to the employee. New employees will be given a copy of the Universal Precautions and written Exposure Plan within one (1) week of hiring.

#### **P. INVASIVE PROCEDURES**

1. No employee shall be required to perform any procedure which requires the invasion of any body cavity or orifice of a student except employees specifically hired or trained to do so.
2. No employee shall be required to perform any procedure in which the skin is punctured or the integrity of the skin is otherwise breached except for employees specifically hired or trained to do so.

#### **Q. BUDGET FOR BEHAVIOR MANAGEMENT PLANS**

The Cooperative shall provide a monthly budget for behavior management plan rewards for students whose I.E.P. dictates the need.

#### **R. KASEC POLICY MANUAL**

The current Policy Manual will be available on the Cooperative website.

#### **S. OFF-SITE STAFF DEVELOPMENT**

The Board shall allow all bargaining unit employees to attend at least one pre-approved off-site professional workshop/in-service.

With prior approval from the Director, staff members may be granted unpaid staff development days outside the 180 work year to complete certificate renewal requirements. Reimbursement for registration, lodging, food and mileage may be given for these professional development day(s). Participants must request the professional day(s) in writing. The Director may limit the number of individuals who use these professional days.

## **T. OCCUPATIONAL SAFETY**

The Employer shall comply with all applicable federal, state or local laws or regulations relating to occupational safety.

## **U. CLASS COMPOSITE AND STAFFING**

KASEC will make every effort to address staffing needs based on age range and level of student support needed.

## **ARTICLE VII CERTIFICATED EMPLOYEE EVALUATION**

- A. Any changes in the evaluation plan shall be bargained with the Association. The evaluation plan and instrument shall include those minimum requirements and such overall ratings as may be required by the School Code and ISBE rules.
- B. Evaluation plan refers to a formal, written evaluation process which includes procedures to evaluate all certificated personnel and meets the requirements of Article 24A of the School Code.

## **ARTICLE VIII SENIORITY**

### **A. SENIORITY - CERTIFICATED**

1. Seniority shall only be defined as the length of a bargaining unit member's full time tenured service within the Cooperative from the first day of employment.
2. Seniority will accrue during an approved paid leave of absence, but seniority shall not accrue during an unpaid leave of absence. Seniority will not be interrupted due to excused absences or illness.
3. Employees who are promoted or transferred out of the bargaining unit due to the Cooperative administrative structure, and subsequently returned to the bargaining unit without a break in service, shall have their seniority computed from the first day of continuous contractual employment, but will not be credited for any time spent outside the bargaining unit.
4. In the event of a reduction in force, no employee shall be required to take a part-time position.
5. In the event Cooperative seniority is equal between employees, the following procedures are to be utilized as a tie breaker:
  - a. Education beyond the Bachelor's degree which is allowed as credit on the salary schedule;
  - b. The earliest date and time of the individual's hiring;
  - c. Any further ties to be determined by drawing of lots.

### **B. SENIORITY – NON-CERTIFICATED PERSONNEL**

1. Seniority shall be defined as the length of service with the Cooperative. Accumulation of seniority shall begin from the first work day. Part-time bargaining unit members shall accrue seniority on a pro rata basis.
2. Employees shall be required to serve one (1) year of full time probationary service. A year shall be defined as two (2) full time, consecutive and complete semesters. An exception would be, if a part time employee is hired on a full time basis and has earned the pro rata equivalent of at least one year, then they will be assigned to non-probationary status.
3. Probationary non-certificated employees can be terminated without reason at any time.
4. In the event of a reduction in force, no employee shall be required to take a part-time position.
5. In the event that more than one bargaining unit member has the same starting date of work, position on the seniority list shall be determined by:
  - a. For paraprofessionals, the hours of education beyond sixty (60) credit hours;
  - b. The earliest date and time of the individual's hiring;
  - c. Any further ties to be broken by drawing of lots.

### **C. SENIORITY LISTS**

The Board shall prepare, maintain, and send a copy of the seniority list to all KASEC employees by October 1. A copy of the seniority list shall be furnished to the Association President. Any

bargaining unit member disagreeing with their seniority placement shall respond in writing to the Director and the Association President within fifteen (15) working days after the effective date of the posting.

#### **D. LOSS OF SENIORITY**

Seniority shall be lost if the employee --

1. voluntarily quits;
2. is discharged by the Cooperative;
3. retires;
4. otherwise terminates his/her employment relationship with employer.

The above Sections, in this Seniority Article, are for the purpose of defining seniority only. They are not to be interpreted for the determination of tenure status.



## **ARTICLE IX LEAVES**

### **A. SICK LEAVES**

1. Each employee shall be annually entitled to twelve (12) days of sick leave. Sick leave shall be granted for personal illness or serious illness or death in the immediate family. Immediate family shall include but not be limited to parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and foster children. Unused sick leave shall accumulate to two hundred ten (210) days. Sick days may be taken for half of a full day and not for any other fraction.
2. Employees not employed for a full school year will receive one (1) sick day per each month of service. Employees working part-time shall receive pro rated sick days per month commensurate with the fractional part of full time for which the employee is employed.
3. Upon written request to the Director, staff members may request to have pay deducted in lieu of using sick leave, such decision is left to the discretion of the Director. Beginning with the first paycheck of September, 1985, the employer shall indicate monthly, the number of sick days each employee has accumulated in the Cooperative.
4. Whenever an employee terminates employment with the Cooperative, the Board shall provide said employee a written statement of his/her unused sick days.
5. Employees receiving Workers' Compensation Temporary Total Disability may utilize sick leave in 1/3 fractional daily increments.
6. With the approval of the KASECA officers, any employee may voluntarily donate sick leave days to an employee who has exhausted his/her accumulated sick leave and is facing a personal catastrophic medical condition. A catastrophic medical condition is an illness or injury which is severe, acute, and may be life threatening. For such conditions if treatment is not immediately rendered, complications may result which are sufficiently severe to jeopardize the patient's full recovery and return to good health. Examples of such conditions are, but are not limited to, the following: severe blood loss, loss of consciousness, multiple fractures, heart attacks, cancer treatment, etc.

Eligible employees must submit a request in writing to the KASECA officers which identifies the reason for, and the number of, sick days being requested. The KASECA officers may also require additional information from the employee (e.g. report from a physician confirming the illness/injury and the prognosis corroborating the use of the requested number of days).

In the event an eligible employee becomes eligible for temporary or permanent disability, (s)he shall no longer qualify for donated sick leave days until returning to work full-time. If the employee returns to work full-time with no restrictions, (s)he can once again request a donation of sick leave days.

The Association agrees to indemnify and hold harmless the Board, its members, employees, and agents for and against any claims, grievances, actions, causes of action or liability resulting from the Association's operation and administration of sick leave donations, including, but not limited to, any claims based upon the KASECA Officers denial of any employee's application for donated sick leave days.

## **B. BEREAVEMENT DAYS**

Bereavement days not to exceed three (3) per year, otherwise chargeable in Article IX, A.1, will not be charged against accumulated unused sick leave. These three (3) days may also be used for travel to and from the funeral.

## **C. PERSONAL LEAVE**

Personal leave may be granted at the rate of two (2) days per year. Personal days are non-accumulative. Personal days are usually granted for the purpose of conducting business which ordinarily could not be transacted at a time other than during working hours. Personal days may not be used immediately before or after a holiday without consent from the Director. Employees must complete the appropriate leave request form in advance, ordinarily (1) one week prior to the requested leave day(s). However, in emergencies, at least one day in advance will be given, if at all possible. If the employee chooses not to use the allowable two (2) days personal leave during a given year of employment, the two (2) days shall be added to his/her cumulative number of sick days at the beginning of the next term.

## **D. PROFESSIONAL LEAVE**

1. The Board may allow employees an aggregate of four (4) days for conference/conventions or visitations during each school year. If denied, reasons shall be given.
2. The amount of money designated for the conference/convention or visitation shall include meals, transportation, registration and housing. Meal reimbursement shall be limited as follows:

\$8.00 for breakfast, \$12.50 for lunch, and \$17.50 for dinner.

3. All requests for absence, conference, convention, visitation, must be approved by the Special Education Cooperative Director and/or designee.
4. It is understood that professional leave shall not require membership in the presenting organization. Prior approval by the Director and/or designee is required for all professional development workshops, conferences, and trainings. When the employee submits proof of attendance and payment with all receipts of expenses, reimbursement will be processed. Upon written request by the Employee to the Cooperative Director/designee, registration fees may be pre-paid by the Cooperative at the Director/designee's discretion.
5. If any administrator requires employee attendance at a workshop, training session, conference, etc., said attendance shall not be charged against professional leave, personal leave and/or sick leave. All expenses shall be paid by the Cooperative.

## **E. MILITARY LEAVE**

Military leave shall be granted for National Guard or Reserve Duty over which the employee has no control. During his/her absence, the employee shall suffer no loss of pay for the two (2) weeks of active duty. The employee shall reimburse the Cooperative any compensation he/she receives for such leave that is not in excess of his/her pro rated salary for the time that he/she is gone for such leave.

## **F. JURY DUTY/COURT APPEARANCE LEAVE**

Any employee called for jury duty during working hours, or who is subpoenaed to testify during working hours in any judicial or administrative matter relating to their professional abilities or judgments, shall be paid his/her full salary for such time and suffer no loss of benefits or contractual

advantage. The employee shall refund to the Cooperative any compensation, exclusive of mileage, received.

## **G. STAFF LEAVE FOR RELIGIOUS HOLIDAYS**

The Director shall provide leave for employees to observe religious holidays. Such requests shall be made in writing at least five (5) school days in advance of the religious holidays. Such holidays referred to in this section are holidays that would be in excess of the normal school approved holidays.

## **H. FAMILY AND MEDICAL LEAVE ACT**

1. Per the Family and Medical Leave Act of 1993, eligible employees shall be entitled to up to twelve (12) work weeks of unpaid leave during any twelve (12) month period. Eligible employees are required to use accrued paid sick leave for family medical leave before unpaid leave is provided under the terms of this contract. Family medical leaves shall be granted for one or more of the following reasons:
  - a. For the birth of a child, and to care for the newborn child;
  - b. For the placement with the employee of a son or daughter for adoption or foster care;
  - c. To care for the employee's immediate family and/or members of the household with a serious health condition; and
  - d. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job; **and**
  - e. Because of any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
2. Notification. When the necessity for such leave is foreseeable, as in the case of expected birth or adoption placement, the employee shall provide the Board with thirty (30) days written notice before the date of the leave is to begin. In cases of emergency, the employee shall provide such notice as is practicable.
3. Group Health Benefits. During such leave, the Board shall maintain the employee's coverage under the group health plan on the same basis and conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.
4. Accrual of Benefits. While on such leave, the employee shall continue to accrue seniority.
5. Return from Leave. On return from leave, the employee is entitled to the same position the employee held when leave commenced.

## **I. TEMPORARY UNPAID LEAVE OF ABSENCE**

1. Employees may be granted a temporary leave for a specific amount of time. Excluding unusual medical circumstances, in which less notice may be allowed, request shall be made at least sixty (60) calendar days prior to the effective date of the temporary leave.
2. If approved, temporary leave shall be without pay.
3. Employees on a temporary leave shall be able to maintain membership in the employees' group held health and life insurance policy, provided the employee assumes payment of the premiums.

4. A temporary leave shall not exceed sixty-two (62) school days.
5. Employees must be actively employed and reporting for work at least one hundred eighteen (118) days in a school year in order to receive the negotiated wage increase for the following school year.

#### **J. UNPAID LEAVE OF ABSENCE**

1. Extended leaves may be granted. Excluding unusual medical circumstances, in which less notice may be allowed, requests shall be in writing at least sixty (60) calendar days prior to the effective date of the beginning of the extended leave.
2. Approved extended leave shall be without pay and without the use of sick days.
3. The employee shall be able to maintain membership in the employees' group health and life insurance policies provided the employee assumes payment of the premiums.
4. Examples for which an unpaid leave of absence can be used would include study at an accredited college or university leading to an advanced degree in the employee's professional area; educationally related travel, provided the employee submits a detailed itinerary and a detailed explanation of how the proposed travel will benefit the Cooperative's educational program; military service; paternity; maternity; medical disabilities; and child care leave.

#### **K. TEMPORARY DISABILITY LEAVE**

An employee may elect to use accumulated sick days as a temporary disability leave of absence. If an employee makes this selection, the leave shall commence when a licensed physician provides written notification that the employee is no longer physically able to perform his/her required duties. The employee must return to work once the accumulated sick leave has been exhausted, or upon being released from the physician's care, whichever event occurs first. Employees must be actively employed and reporting for work at least one hundred eighteen (118) days in a school year in order to receive the negotiated wage increase for the following school year.

## **ARTICLE X SALARY AND BENEFITS PROVISIONS**

### **A. LIFE INSURANCE**

During the term of this contract, the Board shall, for the employee, provide and pay the premium for a group term life insurance plan in the base benefit amount of \$50,000. In accordance with the plan, the benefit may vary dependent on the age of the employee.

### **B. HEALTH AND HOSPITALIZATION**

1. For the period of July 1, 2021, to November 30, 2021, the Board shall pay \$458.33 monthly toward the cost of the annual premium for the medical/health coverage chosen by the employee.
2. After November 30, 2021, the Board shall pay up to the following amounts towards the cost of the annual premium for the medical/health coverage chosen by the employee: From December 1, 2021, to November 30, 2022--\$6,200.00; December 1, 2022, to November 30, 2023--\$6,200.00 and December 1, 2023, to November 30, 2024--\$6,200.00. Any cost above these thresholds is the responsibility of the employee.
3. Upon written demand of the Association, the Board shall bargain any change in benefits coverage during the term of this Agreement, except that any change in benefits resulting from a change to the selected plan as offered by the insurance carrier, which is instituted by the insurance carrier, shall be automatically applied and not be negotiable.
4. The Board and Association shall form a joint Insurance Committee and meet annually for the purpose of investigating and recommending changes in the provision of health services in order to contain the rising cost of health/medical insurance. This committee shall report to the Board and Association.
5. For the calendar years beginning with January 1, 2022, 2023, and 2024 the employee will pay for the first \$1,000.00 of the deductible of the medical/health plan of the employee's choosing and the Board will pay up to \$2,000.00 of the subsequent deductible portion. If there is remaining deductible to be met on the employee's medical/health plan, it would be the employee's responsibility.
6. Insurance coverage for an employee begins on the first day of the month following his/her first day of work (e.g., insurance for an employee who begins work on August 20 commences September 1). An employee who completes his/her full work year shall have coverage until the end of the twelfth month after insurance begins (e.g., insurance for a teacher whose employment is not renewed for the following school year shall continue until August 31).

### **C. SALARY PROVISIONS**

1. For an employee who commences work for the 2021-2022 school year and after, the salary of the newly appointed employee shall be determined based on the step of the Start Salary Scale which corresponds to the experience level of the employee as follows:
  - a. Employee credit will be commensurate with accumulated past public, private and/or parochial school employment experience as verified by employee records.
  - b. A year's credit for experience is defined as any combination of the following:

- i. Any combination of acceptable public, private and/or parochial school employment which totals 160 days, i.e. two semesters which are not consecutive.
    - ii. A single period of acceptable public, private and/or parochial school employment which exceeds 120 days.
  - c. The Board reserves the right to judge quality of experience to be counted on the applicable Schedule and adjustments made in new teacher placement as deemed necessary according to the Cooperative's needs. However, if the salary of a new employee is determined by placement at a step which would exceed the placement as described above, such placement will not result in the new employee's salary exceeding that of a current employee in the same job classification with the same education and experience recognized by the Board when it determined the salary of the current employee.
2. Part-time employees as referenced in this Agreement are eligible for benefits on a pro rata calculation where applicable under the language of this contract and further providing that the insurance carrier accepts the employee under the applicable employee insurance plan.

#### **D. PAYCHECKS**

All employees shall receive paychecks twice a month, on or before the 10<sup>th</sup> and 25<sup>th</sup> of the month. Employees are strongly encouraged to use direct deposit. If the 10<sup>th</sup> or 25<sup>th</sup> fall on a weekend or during a holiday, the paycheck shall be issued or deposit shall occur prior to the weekend or holiday.

#### **E. PLACEMENT ON THE START SALARY SCHEDULE UPON HIRING**

1. Upon hiring, the starting salary for certificated staff shall be determined on the applicable Schedule based on the column that corresponds to their highest degree, plus graduate hours taken.
2. If a paraprofessional has sixty (60) hours of college credit upon hiring, his/her starting salary shall be determined on the Start Salary Schedule based on the 60 Hours or More column.
3. Upon hiring, the starting salary for school psychologists and social workers shall be determined on the Start Salary Schedule based on the "Advanced" column.

#### **F. UNIVERSITY COURSE REIMBURSEMENT**

1. All employees may receive tuition reimbursement up to \$800.00 for classes completed each school year (July 1 - June 30), with prior written approval by the Director, for courses leading to degree/certification in educational domains and/or enhancement of job performance. To qualify for the University course reimbursement, the employee must return as a regular employee of KASEC for the school year following the completion of coursework and provide proof of payment, report card grade of a B or better, and official transcript by September 15 of the school year following the completion of the coursework.

#### **G. SUMMER SCHOOL**

1. An employee who works summer school shall be paid at his/her hourly rate of pay.
2. a. Summer school teaching positions will be offered to properly certificated Cooperative employees before outside candidates are considered.

- b. Summer school non-certificated positions will be offered to Cooperative employees before outside candidates are considered.
- c. Cooperative employed staff hired during the previous summer school session shall be considered for employment before new applicants are hired.

**H. SALARY INCREASES**

The salary increases for current continuing full-time employees who began work prior to July 1, 2020, for the 2021-2022 school year, prior to July 1 2021, for the 2022-2023 school year, and prior to July 1, 2022, for the 2023-2024 school year shall be as follows. The increases for part-time employees shall be prorated based on full-time equivalency.

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1. Certificated Staff	\$3,900	\$1,500	\$1,500
2. Paraprofessionals	\$1,800	\$1,100	\$1,100
3. Occupational Therapist	\$2,200	\$1,000	\$1,000
4. Behavior Interventionist (Non-Certified)	\$1,800	\$1,100	\$1,100

**I. START SALARY SCHEDULES FOR NEW EMPLOYEES**

The Start Salary Schedules for Certificated Staff, Paraprofessionals, Non-certificated Behavior Interventionist and Occupational Therapists for the 2021-2022 school year of this Agreement are attached hereto as Appendices A, B, C and D, respectively. The Start Salary Schedules for the Certificated Staff, Paraprofessionals, Non-certificated Behavior Interventionist and Occupational Therapists for the 2022-2023 and 2023-2024 school years are attached hereto as Appendices E, F, G, and H, respectfully. Such Start Schedules shall apply only to employees who begin work after July 1 of the applicable school year as stated in Paragraph H above.

**J. COMPENSATION FOR ADVANCED EDUCATION**

Prior to commencing coursework, employees must request and receive the written pre-approval of the Director to apply such coursework toward compensation for advanced education. A lump sum salary increase for successfully completed additional coursework may occur during either first or second semester for certificated employees who complete graduate level classes, and other employees who complete undergraduate level classes. Successful completion is defined as receiving a grade of a B or better on all coursework. Employees shall verify coursework by providing an official university transcript to the Director no later than September 15 for first semester and no later than January 15 for second semester compensation. The amount of compensation is explained below:

Non-Certificated staff member who completes a Bachelor degree will receive an addition to his/her salary of \$1,500.00.

Bachelor level Certificated Staff member who has completed 16 hours of graduate level coursework will receive an addition to his/her salary of \$1,000.00.

Bachelor +16 Certificated Staff member who has completed a Masters degree will receive an addition to his/her salary of \$1,500.00.

Masters level Certificated Staff member who has completed 16 hours of graduate level coursework will receive an addition to his/her salary of \$1,000.00.

## **K. ATTENDANCE INCENTIVE**

A full-time employee will be awarded an annual stipend as an attendance incentive if he/she meets the following criteria:

During any full school year, an employee uses:

- |  |       |
|--|-------|
| 1. No Sick Days, No Personal Days, and No Unpaid Absence Days                                    | \$350 |
| 2. No more than a total of One Sick Day, Personal Day, or Unpaid Absence Day                     | \$250 |
| 3. No more than a combination of a total of Two Sick Days, Personal Days, or Unpaid Absence Days | \$150 |

The attendance incentive plan does not include the use of Bereavement Days as defined in the contract.

In order to qualify, the employee must return to KASEC in the following year following eligibility for the stipend. Payment of the stipend will be included in the employee's first paycheck in the following school year in which the employee qualified for the stipend.



## **ARTICLE XI GENERAL PROVISIONS**

### **A. SEPARABILITY**

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.

### **B. ENTIRE AGREEMENT**

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 from the area of collective bargaining; 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 Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement even though such subjects or matters 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. Therefore, this Agreement constitutes the sole, entire existing Agreement between the parties hereto, supersedes all prior agreements, oral and written, expressed or implied, between the Cooperative and the employees' representative and expresses full and without reservation all obligation and restrictions imposed upon each of the respective parties during the term of this Agreement.

All prior charges, complaints, grievances, discharges or reprimands, known or unknown, before signing of this Agreement are not subject to this Agreement.

### **C. DURATION AND EFFECT**

This Agreement shall be in effect upon its ratification by both parties and shall remain in effect through June 30, 2024.

Negotiations shall commence after February 1 of the last year of this Agreement upon written notification by the Association.

Any individual contract between the Board and individual bargaining unit member and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual agreement contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be control.

### **D. LEGAL REPRISALS**

Both parties agree that any lawsuits, unfair labor practice charges or suits, or any other legal or quasi-legal charge for filing that has been instituted or contemplated by either party prior to ratification of this Agreement, concerning the negotiation of this Agreement, shall be dropped and/or not instituted or reinstated during the life of this Agreement by either party upon ratification of this Agreement.

**E. RATIFICATION OF AGREEMENT**

This Agreement will not be considered binding until such time as the Association has formally notified the Board in writing of official acceptance of this document by the membership and subsequent ratification by formal Board action at a public meeting.

**F. EXECUTION OF AGREEMENT**

In witness whereof, the parties have executed this Agreement by their duly authorized representatives.

Dated this 15<sup>th</sup> day of June, 2021

FOR THE BOARD OF KANKAKEE  
AREA SPECIAL EDUCATION  
COOPERATIVE:

FOR THE KANKAKEE AREA SPECIAL  
EDUCATION COOPERATIVE  
ASSOCIATION, IEA/NEA:

Scott A. Gori  
EXECUTIVE BOARD PRESIDENT

Amy C. Fato  
KASECA PRESIDENT

ATTEST: Tony Gwan

ATTEST: Kath Blomquist

DATE: 6-15-21

DATE: 7/6/21

## APPENDIX A

2021-2022

### CERTIFIED START SALARY SCHEDULE

	800	900	1000	1000	1000
	BS	BS + 16	MS	MS + 16	ADV
1	38,706	39,281	40,432	41,699	42,966
2	39,506	40,181	41,432	42,699	43,966
3	40,306	41,081	42,432	43,699	44,966
4	41,106	41,981	43,432	44,699	45,966
5	41,906	42,881	44,432	45,699	46,966
6	42,706	43,781	45,432	46,699	47,966
7	43,506	44,681	46,432	47,699	48,966
8	44,306	45,581	47,432	48,699	49,966
9	45,106	46,481	48,432	49,699	50,966
10	45,906	47,381	49,432	50,699	51,966
11	46,706	48,281	50,432	51,699	52,966
12	47,506	49,181	51,432	52,699	53,966
13	48,306	50,081	52,432	53,699	54,966
14	49,106	50,981	53,432	54,699	55,966
15	49,906	51,881	54,432	55,699	56,966
16	50,706		55,432	56,699	57,966
17	51,506		56,432	57,699	58,966
18	52,306		57,432	58,699	59,966
19	53,106		58,432	59,699	60,966
20	53,906		59,432	60,699	61,966

## APPENDIX B

### 2021-2022 PARAPROFESSIONAL START SALARY SCHEDULE

	<u>60+ hrs</u>	<u>BS</u>
1	18,464	19,164
2	18,964	19,864
3	19,464	20,564
4	19,964	21,264
5	20,464	21,964
6	20,964	22,664
7	21,464	23,364
8	21,964	24,064
9	22,464	24,764
10	22,964	25,464
11		26,164
12		26,864
13		27,564
14		28,264
15		28,964

# APPENDIX C

## 2021-2022 Non-Cert Beh Intrv

### START SALARY SCHEDULE

---

1	36,484
2	37,384
3	38,284
4	39,184
5	40,084
6	40,984
7	41,884
8	42,784
9	43,684
10	44,584
11	45,484
12	46,384
13	47,284
14	48,184
15	49,084
16	49,984

## APPENDIX D

### 2021-2022 OTR START SALARY SCHEDULE

---

1	61,513
2	63,013
3	64,513
4	66,013
5	67,513
6	69,013
7	70,513
8	72,013
9	73,513
10	75,013
11	76,513
12	78,013
13	79,513
14	81,013
15	82,513
16	84,013
17	85,513
18	87,013
19	88,513
20	90,013

## APPENDIX E

2022-2024

### CERTIFIED START SALARY SCHEDULE

	800	900	1000	1000	1000
	BS	BS + 16	MS	MS + 16	ADV
1	40,000	40,595	41,784	43,093	44,402
2	40,800	41,495	42,784	44,093	45,402
3	41,600	42,395	43,784	45,093	46,402
4	42,400	43,295	44,784	46,093	47,402
5	43,200	44,195	45,784	47,093	48,402
6	44,000	45,095	46,784	48,093	49,402
7	44,800	45,995	47,784	49,093	50,402
8	45,600	46,895	48,784	50,093	51,402
9	46,400	47,795	49,784	51,093	52,402
10	47,200	48,695	50,784	52,093	53,402
11	48,000	49,595	51,784	53,093	54,402
12	48,800	50,495	52,784	54,093	55,402
13	49,600	51,395	53,784	55,093	56,402
14	50,400	52,295	54,784	56,093	57,402
15	51,200	53,195	55,784	57,093	58,402
16	52,000		56,784	58,093	59,402
17	52,800		57,784	59,093	60,402
18	53,600		58,784	60,093	61,402
19	54,400		59,784	61,093	62,402
20	55,200		60,784	62,093	63,402

# APPENDIX F

## 2022-2024 PARAPROFESSIONAL START SALARY SCHEDULE

	<u>60+ hrs</u>	<u>BS</u>
1	19,356	20,089
2	19,856	20,789
3	20,356	21,489
4	20,856	22,189
5	21,356	22,889
6	21,856	23,589
7	22,356	24,289
8	22,856	24,989
9	23,356	25,689
10	23,856	26,389
11		27,089
12		27,789
13		28,489
14		29,189
15		29,889



# APPENDIX G

2022-2024

Non-Cert Beh Intrv

START SALARY

SCHEDULE

---

1	36,484
2	37,384
3	38,284
4	39,184
5	40,084
6	40,984
7	41,884
8	42,784
9	43,684
10	44,584
11	45,484
12	46,384
13	47,284
14	48,184
15	49,084
16	49,984

# APPENDIX H

2022-2024

## OTR START SALARY SCHEDULE

---

1	61,513
2	63,013
3	64,513
4	66,013
5	67,513
6	69,013
7	70,513
8	72,013
9	73,513
10	75,013
11	76,513
12	78,013
13	79,513
14	81,013
15	82,513
16	84,013
17	85,513
18	87,013
19	88,513
20	90,013