

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

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

**and**

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

**2018-2019  
2019-2020  
2020-2021**

## TABLE OF CONTENTS

	<u>Pages</u>
ARTICLE I - INTRODUCTION	
A. Recognition.....	1
B. Purpose.....	1
C. Definitions.....	1
ARTICLE II - MANAGEMENT RIGHTS	
	2-3
ARTICLE III - ASSOCIATION RIGHTS	
A. No Strike.....	4
B. Meetings.....	4
C. Board Packet.....	4
D. Labor/Management Meetings.....	5
E. Association Leave.....	5
F. Dues Deduction.....	5-6
G. Printing of Contract.....	6
H. Fair Share.....	6-7
I. Forms.....	7
ARTICLE IV - GRIEVANCE PROCEDURE	
A. Definition.....	8
B. Informal Discussion.....	8
C. Step I.....	8
D. Step II.....	8
E. Step III.....	9
F. Step IV.....	9
G. Procedure.....	9-11
ARTICLE V - EMPLOYEE RIGHTS	
A. School Calendar.....	12
B. Workday and Work Hours.....	12-14
C. Paraprofessionals Provided.....	14
D. Substitute for Paraprofessionals.....	14
E. Employee Assignments.....	14
F. Vacancy Posting.....	14
G. Voluntary Transfer.....	15
H. Involuntary Transfer.....	15
I. Personnel File.....	16

J. Employee Disciplinary Meetings.....	16
K. Cooperative Inservice.....	16
L. Homebound.....	17
M. Substitute for Certificated Teacher.....	17
N. Student Teacher and Intern Supervision.....	17
O. No Retaliation.....	17

#### ARTICLE VI - GENERAL WORKING CONDITIONS

A. Non-School Employment and Endorsement of Services.....	18
B. Lifting of Students/Wheelchairs.....	18
C. Violations of Illinois Administrative Code 226.....	18
D. Employee Travel Reimbursement.....	18
E. Textbooks.....	19
F. Access to Equipment.....	19
G. Student Transport.....	19
H. Requisitions.....	19
I. Paraprofessionals - Substituting.....	19
J. Job Descriptions - Paraprofessionals.....	19
K. Restraining Procedures.....	19-20
L. Staff Riding Buses.....	20
M. Medication Policy.....	20
N. Loss of Personal Property.....	20
O. OSHA Rules on Blood Borne Pathogens.....	20-21
P. Invasive Procedures.....	21
Q. Budget for Behavior Management Plans.....	21
R. KASEC Policy Manual.....	21
S. Off-Site Staff Development.....	21
T. Occupational Safety.....	21

#### ARTICLE VII - EMPLOYEE EVALUATION 22

#### ARTICLE VIII - SENIORITY

A. Seniority - Certificated.....	23
B. Seniority - Non-Certificated Personnel.....	23-24
C. Seniority Lists.....	24
D. Loss of Seniority.....	24
E. Seniority Article.....	24

Pages

ARTICLE IX - LEAVES

A. Sick Leaves.....	25
B. Bereavement Days.....	25
C. Personal Leave.....	25-26
D. Professional Leave.....	26
E. Military Leave.....	26
F. Jury Duty/Court Appearance Leave.....	27
G. Staff Leave for Religious Holidays.....	27
H. Family and Medical Leave Act.....	27-28
I. Temporary Unpaid Leave of Absence.....	28
J. Unpaid Leave of Absence.....	28-29
K. Temporary Disability Leave.....	29

ARTICLE X - SALARY PROVISIONS

A. Life Insurance.....	30
B. Health and Hospitalization.....	30-31
C. Salary Provisions.....	31-32
D. Paychecks.....	32
E. Placement on the Start Salary Schedule.....	32
F. University Course Reimbursement.....	32
G. Summer School.....	32-33
H. Salary Schedules—2018-2019 School Year.....	33
I. Salary Increases for 2019-2020 and 2020-2021....	33
J. Start Salary Schedules for New Employees.....	33
K. Compensation for Advanced Education.....	33-34

ARTICLE XI - GENERAL PROVISIONS

A. Separability.....	35
B. Entire Agreement.....	35
C. Duration and Effect.....	35-36
D. Legal Reprisals.....	36
E. Ratification of Agreement.....	36
F. Execution of Agreement.....	36

APPENDIX A

2018-2019 CERTIFICATED SALARY SCHEDULE  
2019-2021 CERTIFICATED START SALARY SCHEDULE

APPENDIX B

2018-2019 PARAPROFESSIONAL SALARY SCHEDULE  
2019-2021 PARAPROFESSIONAL START SALARY SCHEDULE

APPENDIX C

2018-2019 BEHAVIOR INTERVENTIONIST (NON-CERT) SALARY SCHEDULE  
2019-2021 BEHAVIOR INTERVENTIONIST (NON-CERT) START SALARY SCHEDULE

APPENDIX D

2018-2019 OCCUPATIONAL THERAPIST SALARY SCHEDULE  
2019-2021 OCCUPATIONAL THERAPIST START SALARY SCHEDULE

## 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 placed in the mailbox of the President of the Association within three (3) days after the approval.
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 Governing 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 the District 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. FAIR SHARE

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commence of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of the dues uniformly required of members of the Association, including local, state, and national dues.
2. In the event that the bargaining unit member does not pay his/her share fee directly to the Association by a certain date, as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Board no later than ten

(10) days following the deduction.

4. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided that:
  - a. The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.
6. The obligation to pay a fair share will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreed non-religious charitable organization as per Association policy and Rules and Regulations of the Illinois Education Labor Relations Board.

#### **I. 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. 1. SCHOOL CALENDAR

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:

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

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

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

#### B. WORKDAY AND WORK HOURS

1. Upon assignment to a given district by the Cooperative administration, the employee shall develop his/her daily schedule in cooperation with the assigned Cooperative coordinator and the building principal(s). 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

1. 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.
2. When a district schedules time for completion of semester records, employees shall not be required to attend Cooperative inservice meetings during the record keeping time.

**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 breeched 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.

## 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.

- E. 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 notarized 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.

#### 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; 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 and credit towards movement on the salary schedule.
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, 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 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 on temporary leave sixty-two (62) or fewer consecutive school days, shall be entitled to advance on the salary schedule in a fashion customary to all employees provided they shall have performed assigned duties for a period of not fewer than one hundred and eighteen (118) school days during the school term.

J. UNPAID LEAVE OF ABSENCE

1. Extended leaves may be granted. Excluding unusual medical circumstances, 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. The employee may be entitled to advance on the salary schedule provided he/she performed his/her assigned duties for at least one hundred and eighteen (118) school days during that school year.

## ARTICLE X

### SALARY 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, 2018, to November 30, 2018, the Board shall pay \$372.25 monthly toward the cost of the annual premium for the medical/health coverage chosen by the employee.
2. After November 30, 2018, 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, 2018, to November 30, 2019—\$5,500.00; December 1, 2019, to November 30, 2020—\$5,500.00 and December 1, 2020, to November 30, 2021—\$5,500.00. 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, 2019, 2020, and 2021 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. Annual increases provided hereafter under this Agreement are automatic, but may be withheld if employee is on remediation.
2. For the 2018-2019 school year, newly appointed employees shall be placed on a step of the Salary Schedule which corresponds to the experience level of the employee as follows:

For an employee who commences work for the 2019-2020 school year, the salary of the newly appointed employee shall be determined based on the step of the Start Salary Schedule 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.
3. 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.

4. Employees who work more than one-half of the days of their assigned work year shall receive a full year's credit on the salary schedule.

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 as follows:
  - a. Non-certificated staff shall be paid a salary of \$16.10 per hour.
  - b. Certificated staff shall be paid a salary of \$27.03 per hour.
  - c. An OTR shall be paid a salary of \$45.00 per hour.
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 SCHEDULES – 2018-2019 SCHOOL YEAR

The Salary Schedules for Certificated Staff, Paraprofessionals, Non-certificated Behavior Interventionist and Occupational Therapists for the 2018-2019 school year of this Agreement are attached hereto as Appendices A, B, C and D, respectively.

I. SALARY INCREASES FOR 2019-2020 AND 2020-2021 SCHOOL YEARS

The salary increases for full-time employees who began work prior to July 1, 2019, for the 2019-2020 school year, and prior to July 1 2020, for the 2020-2021 school year, shall be as follows. The increases for part-time employees shall be prorated based on full-time equivalency.

	<u>2019-2020</u>	<u>2020-2021</u>
1. Certificated Staff	\$1,500	\$1,500
2. Paraprofessionals	\$1,000	\$1,000
3. Occupational Therapist	\$1,200	\$1,200
4. Behavior Interv (Non-Certified)	\$1,000	\$1,000

J. START SALARY SCHEDULES FOR NEW EMPLOYEES (beginning work on or after July 1)

The Start Salary Schedules for the Certificated Staff, Paraprofessionals, Non-certificated Behavior Interventionist and Occupational Therapists for each school year of this Agreement are attached hereto as Appendices A, B, C and D, respectively. Such Start Schedules shall apply only to employees who begin work after July 1 of the applicable school year of this Agreement.

K. 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.

## 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, 2021.

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 reinstituted 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 17<sup>th</sup> day of May, 2018

FOR THE BOARD OF KANKAKEE  
AREA SPECIAL EDUCATION  
COOPERATIVE:

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

EXECUTIVE BOARD PRESIDENT:

PRESIDENT:

[Signature]

[Signature: Barry J. Stealey]

ATTEST:

[Signature: Tony Gaurin]

ATTEST:

[Signature: Amy C. Fortner]

DATE:

5/17/18

DATE:

5/17/18

## **APPENDIX A**

**2018-2019 CERTIFICATED SALARY SCHEDULE**  
**2019-2021 CERTIFICATED START SALARY SCALE**

**CERTIFICATED SALARY SCALE  
2018-2019**

	<b>800 BS</b>	<b>900 BS + 16</b>	<b>1000 MS</b>	<b>1000 MS + 16</b>	<b>1000 ADV</b>
<b>1</b>	36,122	36,659	37,733	38,915	40,097
<b>2</b>	36,922	37,559	38,733	39,915	41,097
<b>3</b>	37,722	38,459	39,733	40,915	42,097
<b>4</b>	38,522	39,359	40,733	41,915	43,097
<b>5</b>	39,322	40,259	41,733	42,915	44,097
<b>6</b>	40,122	41,159	42,733	43,915	45,097
<b>7</b>	40,922	42,059	43,733	44,915	46,097
<b>8</b>	41,722	42,959	44,733	45,915	47,097
<b>9</b>	42,522	43,859	45,733	46,915	48,097
<b>10</b>	43,322	44,759	46,733	47,915	49,097
<b>11</b>		45,659	47,733	48,915	50,097
<b>12</b>		46,559	48,733	49,915	51,097
<b>13</b>		47,459	49,733	50,915	52,097
<b>14</b>		48,359	50,733	51,915	53,097
<b>15</b>		49,259	51,733	52,915	54,097
<b>16</b>			52,733	53,915	55,097
<b>17</b>			53,733	54,915	56,097
<b>18</b>			54,733	55,915	57,097
<b>19</b>			55,733	56,915	58,097
			56,733	57,915	59,097
			57,733	58,915	60,097
			58,733	59,915	61,097
	<b>Longevity</b>	66,682	70,728	72,420	73,823

2019-2021

**CERTIFICATED START SALARY SCALE**

	800 BS	900 BS + 16	1000 MS	1000 MS + 16	1000 ADV
1	36,122	36,659	37,733	38,915	40,097
2	36,922	37,559	38,733	39,915	41,097
3	37,722	38,459	39,733	40,915	42,097
4	38,522	39,359	40,733	41,915	43,097
5	39,322	40,259	41,733	42,915	44,097
6	40,122	41,159	42,733	43,915	45,097
7	40,922	42,059	43,733	44,915	46,097
8	41,722	42,959	44,733	45,915	47,097
9	42,522	43,859	45,733	46,915	48,097
10	43,322	44,759	46,733	47,915	49,097
11		45,659	47,733	48,915	50,097
12		46,559	48,733	49,915	51,097
13		47,459	49,733	50,915	52,097
14		48,359	50,733	51,915	53,097
15		49,259	51,733	52,915	54,097
16			52,733	53,915	55,097
17			53,733	54,915	56,097
18			54,733	55,915	57,097
19			55,733	56,915	58,097
20			56,733	57,915	59,097

## **APPENDIX B**

**2018-2019 PARAPROFESSIONAL SALARY SCHEDULE**  
**2019-2021 PARAPROFESSIONAL START SALARY SCALE**

**PARAPROFESSIONAL PLACEMENT SALARY SCALE  
2018-2019**

	<b>60 hrs or More</b>	<b>Bachelors</b>
<b>1</b>	16,680	17,312
<b>2</b>	17,180	18,012
<b>3</b>	17,680	18,712
<b>4</b>	18,180	19,412
<b>5</b>	18,680	20,112
<b>6</b>	19,180	20,812
<b>7</b>	19,680	21,512
<b>8</b>	20,180	22,212
<b>9</b>	20,680	22,912
<b>10</b>	21,180	23,612
<b>11</b>	21,680	24,312
<b>12</b>	22,180	25,012
<b>13</b>	22,680	25,712
<b>14</b>	23,180	26,412
<b>15</b>	23,680	27,112
<b>16</b>	24,180	27,812
<b>Longevity</b>	<b>28,392</b>	<b>32,869</b>

**2019-2021  
PARAPROFESSIONAL START SALARY SCALE**

	<b>60+ hrs</b>	<b>BS</b>
<b>1</b>	16,680	17,312
<b>2</b>	17,180	18,012
<b>3</b>	17,680	18,712
<b>4</b>	18,180	19,412
<b>5</b>	18,680	20,112
<b>6</b>	19,180	20,812
<b>7</b>	19,680	21,512
<b>8</b>	20,180	22,212
<b>9</b>	20,680	22,912
<b>10</b>	21,180	23,612
<b>11</b>		24,312
<b>12</b>		25,012
<b>13</b>		25,712
<b>14</b>		26,412
<b>15</b>		27,112

## **APPENDIX C**

**2018-2019 BEHAVIOR INTERVENTIONIST SALARY SCHEDULE  
(Non-Cert)**

**2019-2021 OCCUPATIONAL THERAPIST START SALARY SCALE  
(Non-Cert)**



<b>NONCERTIFICATED BEHAVIOR INTERVENTIONIST SALARY SCALES</b>				
<b>2018-2019</b>				
			<b>1</b>	<b>36,484</b>
			<b>2</b>	<b>37,384</b>
			<b>3</b>	<b>38,284</b>
			<b>4</b>	<b>39,184</b>
			<b>5</b>	<b>40,084</b>
			<b>6</b>	<b>40,984</b>
			<b>7</b>	<b>41,884</b>
			<b>8</b>	<b>42,784</b>
			<b>9</b>	<b>43,684</b>
			<b>10</b>	<b>44,584</b>
			<b>11</b>	<b>45,484</b>
			<b>12</b>	<b>46,384</b>
			<b>13</b>	<b>47,284</b>
			<b>14</b>	<b>48,184</b>
			<b>15</b>	<b>49,084</b>
			<b>16</b>	<b>49,984</b>

**2019-2021  
NONCERTIFICATED BEHAVIOR INTERVENTIONIST  
START SALARY SCALE**

				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		

## **APPENDIX D**

### **2018-2019 OCCUPATIONAL THERAPIST SALARY SCHEDULE 2019-2021 OCCUPATIONAL THERAPIST START SALARY SCALE**

**OCCUPATIONAL THERAPIST SALARY SCALE****2018-2019**

<b>1</b>	<b>61,513</b>
<b>2</b>	<b>63,013</b>
<b>3</b>	<b>64,513</b>
<b>4</b>	<b>66,013</b>
<b>5</b>	<b>67,513</b>
<b>6</b>	<b>69,013</b>
<b>7</b>	<b>70,513</b>
<b>8</b>	<b>72,013</b>
<b>9</b>	<b>73,513</b>
<b>10</b>	<b>75,013</b>
<b>11</b>	<b>76,513</b>
<b>12</b>	<b>78,013</b>
<b>13</b>	<b>79,513</b>
<b>14</b>	<b>81,013</b>
<b>15</b>	<b>82,513</b>
<b>16</b>	<b>84,013</b>
<b>17</b>	<b>85,513</b>
<b>18</b>	<b>87,013</b>
<b>19</b>	<b>88,513</b>
<b>20</b>	<b>90,013</b>
<b>21</b>	<b>91,513</b>
<b>22</b>	<b>93,013</b>

**2019-2021**

**OTR START SALARY SCALE**

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